



City Council Regular Meeting Agenda

May 21, 2024 at 6:30 PM

City Hall Council Chambers - 210 W 6th Ave and Virtual

Meetings are broadcast live 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

HONORS & RECOGNITIONS

- Gift of Appreciation by Team Rubicon to the City Council
- Proclamation: National Emergency Medical Service Week
- Proclamation: National Public Works Week

2. VISITORS

Comments may not exceed three minutes. This is an opportunity for visitors to share their perspective regarding any item on the agenda except for Item 7.a. The public hearing for this item took place on May 6, and the comment period has now concluded.

3. APPROVAL OF AGENDA

4. CONSENT AGENDA

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

- Meeting Minutes: May 7, 2024, City Council Regular Meeting
Motion to approve the minutes of the May 7, 2024, meeting as presented.
- Meeting Minutes: May 14, 2024, City Council Workshop Meeting
Motion to approve the minutes of the May 14, 2024, meeting as presented.
- 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 March 2024 in the amount of \$358,125.78 comprised of check numbers 27176-27257 in the amount of \$289,159.29 and electronic transfers in the amount of \$68,966.49.
- Claims Roster: Columbia Park Golf Course Account
Motion to approve the Claims Roster for April 2024 in the amount of \$48,861.08, comprised of electronic payments and check numbers 2810-2815.
- Payroll Roster: Approval for Pay Period Ending 04/30/2024
Motion to approve the Payroll Roster for the pay period ending 04/30/2024.

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.

- f. Contract: Water Treatment Plant Permeate Pumps Replacement
Motion to authorize the purchase of equipment from Whitney Equipment Company Inc in the amount of \$822,206.80 and authorize staff to execute any necessary documents to complete the purchase.
- g. Bid Award: 2024 City-Wide Asphalt Overlay & ADA Improvements
Motion to award Contract P2401-24 2024 City-Wide Asphalt Overlay & ADA Improvements Contract to Inland Asphalt Co. in the amount of \$2,915,858.40 plus a 10% contingency amount of \$291,585.84, for a total amount of \$3,207,444.24 and authorize the City Manager to execute the contract.
- h. Contract: Columbia Center Blvd Widening Project Consultant Agreement for Preliminary Engineering and Design Work
Motion to authorize the City Manager to sign the professional services agreement with JUB Engineering to provide Planning and Engineering services for the Columbia Center Blvd. Widening Project, Number P2403.
- i. Contract: Cooperative Fire Protection Agreement - US Fish and Wildlife and Kennewick Fire Department
Motion to authorize the Fire Chief to sign the signatory sheet of the Cooperative Fire Protection Agreement between the United States Fish and Wildlife Service and the City of Kennewick for Central Washington National Wildlife Refuge Complex and Mid-Columbia River National Wildfire Complex.
- j. Contract: DNR Forestland Response Agreement (FLRA)
Motion to authorize the Fire Chief to sign the signatory sheet of the Forestland Response Agreement with the Department of Natural Resources (DNR) No. 93-07121.
- k. Set Hearing Date: Six-Year Transportation Improvement Plan
Motion to set the date of June 4, 2024, for a public hearing to adopt the Six-Year Transportation Improvement Plan (2025-2030).
- l. Final Plat: Southridge Estates Phase 6 SUB-2024-0006
Motion to authorize the Mayor (or in her absence the Mayor Pro Tem) to sign the Final Plat of Southridge Estates Phase 6, contingent upon payment of fees and bonding for incomplete sidewalk and landscape work.

5. ORDINANCES/RESOLUTIONS

- a. Ordinance: Spring Budget Adjustment

6. PUBLIC HEARINGS/MEETINGS

7. NEW BUSINESS

- a. Ordinance: Amending KMC Sections 18.12.130(4) and 18.12.130.(10)(e) - Regarding Indoor Storage Units in Commercial Zones - DCA-2024-0001

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.

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

10. COUNCIL COMMENTS/DISCUSSION

11. ADJOURNMENT



Proclamation

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical services has grown to fill a gap by providing important, out of hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

WHEREAS, the emergency medical services system comprises various professionals including first responders, paramedics, dispatchers, firefighters, police officers, educators, nurses, physicians, and trained members of the public; and

WHEREAS, members of emergency medical services teams, whether they are career professionals or volunteers, dedicate thousands of hours to specialized training and ongoing education to improve their life-saving abilities; and

WHEREAS, in 2024, the theme for the 50th Anniversary of EMS week is, "Honoring Our Past. Forging Our Future";

NOW, THEREFORE, I, GRETJ. CRAWFORD, Mayor of the City of Kennewick, do hereby proclaim May 19 through May 25, 2024, as

EMERGENCY MEDICAL SERVICES WEEK IN KENNEWICK

I urge everyone to unite in showing appreciation for our emergency medical services providers. Let us all take a moment to acknowledge the dedication of EMS caregivers who courageously protect and save lives in our community when we need them the most.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Kennewick to be hereunto affixed this 21st day of May 2024.

SIGNED


GRETJ. CRAWFORD,
Mayor

ATTEST


KRYSTAL TOWNSEND
City Clerk



Proclamation

WHEREAS, public works professionals prioritize infrastructure, facilities, and services crucial for sustainable and resilient communities, as well as for the public health, quality of life, and well-being of the residents of Kennewick; and

WHEREAS, the infrastructure, facilities, and services cannot be delivered without the committed work of public works experts. These professionals, including engineers, managers, and employees in both public and private sectors, play a crucial role in enhancing, maintaining, and safeguarding the nation's transportation, water supply, water treatment, solid waste systems, public buildings, and other vital structures and facilities for the well-being of our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in Kennewick to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and

WHEREAS, in 2024, the American Public Works Association is sponsoring the 64th National Public Works Week with the theme "**Advancing Quality of Life for All**";

NOW, THEREFORE, I, GRETJ CRAWFORD, Mayor of the City of Kennewick, do hereby proclaim May 19 through May 25, 2024, as

PUBLIC WORKS WEEK IN KENNEWICK

I encourage all individuals to come together in honoring our public works professionals, engineers, managers, and staff. Let us acknowledge the significant contributions they make towards safeguarding our national health, ensuring safety, and enhancing the quality of life for everyone.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Kennewick to be hereunto affixed this 21st day of May 2024.

SIGNED


GRETJ. CRAWFORD,
Mayor

ATTEST


KRYSTAL TOWNSEND
City Clerk

Council Agenda Coversheet	Agenda Item Number: 4.a. Council Date: 5/21/2024	Category: Consent Agenda
	Agenda Item Type: General Business Item Subject: Meeting Minutes: May 7, 2024, City Council Regular Meeting Department: Management Services	
<u>Recommendation</u> Staff recommends Council approve the meeting minutes as presented. <u>Motion for Consideration</u> Motion to approve the minutes of the May 7, 2024, meeting 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 approve the meeting minutes as amended. <u>Fiscal Impact</u> None.		
<u>Attachments:</u> 1. Minutes Draft		

**CITY OF KENNEWICK
CITY COUNCIL REGULAR MEETING
MAY 7, 2024**

City Council Present – In Person:

Gretl Crawford, Mayor
Chuck Torelli, Mayor Pro Tem
Loren Anderson, Councilmember
Brad Beauchamp, Councilmember

Jason McShane, Councilmember
Jim Millbauer, Councilmember
John Trumbo, Councilmember

City Staff Present:

Erin Erdman, City Manager
Anthony Muai, Planning Director
Christina Palmer, Management Svcs Director
Laurencio Sanguino, Assistant City Attorney
Cary Roe, Public Works Director
Chris Guerrero, Police Chief
Chad Michael, Fire Chief
Nick Farline, Parks & Recreation Director
Dan Legard, Finance Director
Krystal Townsend, City Clerk

Chad Crouch, Human Resources Director
John Noble, Purchasing Manager
Brandon Lange, Recreation Manager
John Cowling, Deputy Public Works Director
Martin Nelson, Program Engineer
Steve Donovan, Planning Manager
Dana Dollarhyde, Lead Communications
Specialist/Executive Assistant

1. CALL TO ORDER

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

Chief Guerrero led the Pledge of Allegiance.

Oath of Office – Erin Erdman, City Manager

City Clerk Krystal Townsend administered the oath of office to City Manager Erin Erdman, pursuant to RCW 35A.13.070.

Honors & Recognition: Proclamations

Proclamation: Building Safety Month: Mayor Crawford read the proclamation into the record and presented it to Tony Ostojka, Building Official. Mr. Ostojka thanked the Council and spoke to his appreciation for individuals throughout the City who endeavor to make buildings safer for the community.

Proclamation: Professional Municipal Clerks Week: Councilmember McShane read the proclamation into the record and presented it to Krystal Townsend, City Clerk. Ms. Townsend thanked the Council and spoke to the meaningfulness of the proclamation in recognizing the important work of the City Clerk's Office.

Proclamation: Public Service Recognition Week: Councilmember Millbauer read the proclamation into the record and presented it to Teresa Booth, Department of Ecology. Ms. Booth thanked the Council and spoke to the importance of civil service. She invited the public to an event at Southridge on Thursday, May 9, recognizing public service recognition week.

Proclamation: National Police Week: Mayor Crawford read the proclamation into the record and presented it to Sergeant James Scott and Officer Sebastian Castilleja. Officer Castilleja thanked the Council and expressed that the support of the community is meaningful to all members of the Kennewick Police Department.

2. VISITORS: None

3. APPROVAL OF AGENDA

MOTION: Mayor Pro Tem Torelli moved to approve the agenda as presented.

SECOND: Councilmember Millbauer

DISCUSSION: None.

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

4. CONSENT AGENDA

a. Meeting Minutes: April 16, 2024, City Council Regular Meeting

Motion to approve the minutes of the April 16, 2024, meeting as presented.

b. Meeting Minutes: April 23, 2024, City Council Workshop Meeting

Motion to approve the meeting minutes of the April 23, 2024, workshop meeting, as presented.

c. Claims Roster: Columbia Park Golf Course Account

Motion to approve the Claims Roster for the Columbia Park Golf Course Account for March 2024 in the amount of \$34,999.44, comprised of check numbers 2806-2809 in the amount of \$6,122.20 and electronic transfers in the amount of \$28,877.24.

d. Payroll Roster: For the Pay Period Ending 04/15/2024

Motion to approve the Payroll Roster for the pay period ending 4/15/2024.

e. Contract: Fire Training Center Live Fire Training Prop - DGR Grant Construction, Inc.

Motion to authorize the City Manager to sign the contract with DGR Grant Construction, Inc. for the amount of \$364,266.62.

f. Waterline Easement Deed: 10611 W Clearwater Ave

Motion to authorize the Mayor to sign the Deed for Waterline Easement and Release of Easement at 10611 W Clearwater Ave.

g. Waterline Easement Deed: 6018 W Clearwater Ave

Motion to. authorize the Mayor to sign the Deed for Waterline Easement and Release of Easement at 6018 Clearwater Ave.

h. Resolution 24-06: Authorized Signatories

Motion to adopt a resolution authorizing Dan Legard, Michele Hamada, and Meg Coleman as signatories for executing financial transactions for the City of Kennewick.

i. Fire Apparatus Replacement Purchases

Motion to. approve amending the fleet replacement budget by \$6,050,000 and authorize the purchase of three pumpers and one aerial from Hughes Fire Equipment in the amount of \$6,012,895.05.

MOTION:	Councilmember Anderson moved to approve the consent agenda as presented.
SECOND:	Councilmember McShane
VOTE:	The motion passed unanimously (7-0).

5. ORDINANCES/RESOLUTIONS:

a. Resolution: Adoption of the 2024-2029 Benton County Solid Waste and Hazardous Waste Management Plan

Martin Nelson, Stormwater and Solidwaste Program Engineer, provided a staff report and responded to Council questions.

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

RESOLUTION NO. 24-07

A RESOLUTION ADOPTING THE 2024 UPDATE TO THE BENTON COUNTY SOLID WASTE PLAN

MOTION:	Councilmember Anderson moved to adopt the resolution as presented.
SECOND:	Councilmember Millbauer
DISCUSSION:	None.
VOTE:	The motion passed unanimously (7-0).

6. PUBLIC HEARING:

a. Revised CDBG 2024 Annual Action Plan

Kylie Peel, CDBG Coordinator, provided a staff report and responded to Council questions.

Mayor Crawford opened the public hearing at 7:02 p.m.

No member of the public came forward to provide testimony in favor of or opposition to the proposed plan.

Mayor Crawford closed the public hearing at 7:03 p.m.

MOTION:	Councilmember Millbauer moved to approve the revised 2024 draft CDBG Annual Action Plan and funding recommendations as prepared by the CDBG Advisory Committee and staff.
SECOND:	Mayor Pro Tem Torelli
DISCUSSION:	None.
VOTE:	The motion passed unanimously (7-0).

b. Ordinance 24-6052: Annexation AZ-2023-0002 Kapsi – 1215 S Cedar

Steve Donovan, Planning Manager, provided a staff report and responded to Council questions.

Mayor Crawford opened the public hearing at 7:07 p.m.

No member of the public came forward to provide testimony in favor of or opposition to the proposed action.

Mayor Crawford closed the public hearing at 7:07 p.m.

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

ORDINANCE NO. 24-6052

AN ORDINANCE PROVIDING FOR THE ANNEXATION OF CERTAIN TERRITORY LOCATED AT 1215 S. CEDAR STREET AND PROVIDING FOR ZONING CLASSIFICATION THEREOF OF RESIDENTIAL, MEDIUM (RM) (AZ 2023-0002, Daniel Kapsi, JF Engineering, PLLC)

MOTION:	Mayor Pro Tem Torelli moved to adopt the ordinance as presented.
SECOND:	Councilmember Millbauer
DISCUSSION:	None.
VOTE:	The motion passed unanimously (7-0).

6.b.1. Ordinance 24-6053: Garbage Franchise with Basin Disposal for 1215 S Cedar - AZ-2023-0002 - Kapsi

Steve Donovan, Planning Manager, provided a staff report and responded to Council questions. Cary Roe and Krystal Townsend provided additional clarification to Council.

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

ORDINANCE NO. 24-6053

AN ORDINANCE GRANTING A FRANCHISE TO BASIN DISPOSAL, INC. FOR THE COLLECTION OF GARBAGE AND REFUSE IN THE CITY OF KENNEWICK (AZ 2023-0002, Daniel Kapsi, JF Engineering, PLLC)

MOTION:	Councilmember Anderson moved to adopt the ordinance as presented.
SECOND:	Mayor Pro Tem Torelli
DISCUSSION:	None.
VOTE:	The motion passed unanimously (7-0).

7. NEW BUSINESS:

a. Interlocal Agreement: Opioid Settlement Memorandum of Understanding with Benton County

Dan Legard, Finance Director, provided a staff report and answered Council's questions.

MOTION:	Councilmember Millbauer moved to authorize the Mayor to sign the interlocal agreement with Benton County for the pooling of funds received from the State of Washington opioid settlements.
SECOND:	Councilmember Anderson
DISCUSSION:	Councilmember Millbauer distributed a handout detailing the importance of the recovery center and urged Council support of the agreement.
VOTE:	The motion passed unanimously (7-0).

b. Contract: River of Fire Fireworks Agreement

Brandon Lange, Recreation Manager, provided a staff report and answered Council's questions.

MOTION:	Councilmember Anderson moved to authorize the City Manager to execute the contract with Wolverine West, LLC in the amount of \$108,850 for River of Fire fireworks.
SECOND:	Mayor Pro Tem Torelli
DISCUSSION:	None.
VOTE:	The motion passed unanimously (7-0).

8. UNFINISHED BUSINESS: None

9. VISITORS:

Uby Creek welcomed City Manager Erdman to the community and extended an invitation to reach out for collaboration and tours of the community.

10. COUNCIL COMMENTS/DISCUSSION:

Councilmembers reported on their respective activities

City Manager Erin Erdman thanked Council for the welcoming words and expressed anticipation for her role as City Manager.

11. ADJOURNMENT: Mayor Crawford concluded the meeting at 7:32 p.m.

DRAFT

Krystal Townsend, CMC, CPRO
City Clerk

At the time of publishing these minutes, the City Council meeting recording is available at:

<https://kennewickwa.new.swagit.com/videos/304596>

Council Agenda Coversheet	Agenda Item Number: 4.b. Council Date: 5/21/2024	Category: Consent Agenda
	Agenda Item Type: General Business Item Subject: Meeting Minutes: May 14, 2024, City Council Workshop Meeting Department: Management Services	
<u>Recommendation</u> Staff recommends Council approve the meeting minutes as presented. <u>Motion for Consideration</u> Motion to approve the minutes of the May 14, 2024, meeting 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 approve the meeting minutes as amended. <u>Fiscal Impact</u> None.		
Attachments: 1. Minutes Draft		

**CITY OF KENNEWICK
CITY COUNCIL
Workshop
May 14, 2024**

City Council Present – In Person:

Gretl Crawford, Mayor
Chuck Torelli, Mayor Pro Tem
Loren Anderson, Councilmember
Brad Beauchamp, Councilmember

Jason McShane, Councilmember
Jim Millbauer, Councilmember
John Trumbo, Councilmember

City Staff Present:

Erin Erdman, City Manager
Anthony Muai, Planning Director
Laurencio Sanguino, Assistant City Attorney
Cary Roe, Public Works Director
Chris Guerrero, Police Chief
Chad Michael, Fire Chief

Nick Farline, Parks & Recreation Director
Dan Legard, Finance Director
Krystal Townsend, City Clerk
Chad Crouch, Human Resources Director
Dana Dollarhyde, Lead Communications
Specialist/Executive Assistant

1. CALL TO ORDER

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

- 2. CIVIC CENTER MASTER PLAN.** Nick Farline introduced guest panelist Bob Stowe, of Stowe Development & Strategies. Mr. Stowe presented an update and answered Council questions. **No action taken.**

- 3. 2023 YEAR-END FINANCIAL REVIEW AND SPRING 2024 BUDGET ADJUSTMENT.** Finance Director Dan Legard provided an update and answered Council questions. **No action taken.**

- 4. DEFERRED MAINTENANCE OF PUBLIC INFRASTRUCTURE.** Public Works Director Cary Roe provided a presentation and responded to Council questions. **No action taken.**

Mr. Roe led a brief discussion on PFAs, which were detected in Kennewick's drinking water supply. **No action taken.**

5. ADJOURNMENT

Mayor Crawford concluded the meeting at 8:31 p.m.

DRAFT

Krystal Townsend, CMC, CPRO
City Clerk

Council Agenda Coversheet	Agenda Item Number: 4.c. Agenda Item Type: General Business Item Subject: Claim Roster: Toyota Center Operations and Box Office Accounts Department: Finance Council Date: 5/21/2024	Category: Consent Agenda
		
<u>Recommendation</u> Staff recommends that Council approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for March 2024 as presented. <u>Motion for Consideration</u> Motion to approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for March 2024 in the amount of \$358,125.78 comprised of check numbers 27176-27257 in the amount of \$289,159.29 and electronic transfers in the amount of \$68,966.49. <u>Summary</u> None. <u>Alternatives</u> None. <u>Fiscal Impact</u> \$358,125.78.		
<u>Attachments:</u> 1. Claims Roster		

Date	Check	Method	Name	Amount
<u>TOYO Sterling Operating Account</u>				
03/01/24		Wire Transfer	King Beverage (00000486)	2,894.13
	03/01/24	2908773	Beer	2,894.13
	101413	• Inventory - Beer	Beer	2,894.13
03/01/24		Wire Transfer	Southern Glazer's of WA (00002855)	1,169.97
	03/01/24	4523459	Liquor	1,169.97
	101415	• Inventory - Liquor	Liquor	1,169.97
03/04/24		Wire Transfer	King Beverage (00000486)	650.00
	03/04/24	2908886	Beer	650.00
	101413	• Inventory - Beer	Beer	650.00
03/04/24		Wire Transfer	Odom East LLC (00003343)	1,286.76
	03/04/24	15737981	Beer	1,286.76
	101413	• Inventory - Beer	Beer	1,286.76
03/05/24		Wire Transfer	King Beverage (00000486)	932.00
	03/05/24	2910576	Beer	932.00
	101413	• Inventory - Beer	Beer	932.00
03/08/24		Wire Transfer	King Beverage (00000486)	263.00
	03/08/24	2911557	Beer	263.00
	101413	• Inventory - Beer	Beer	263.00
03/07/24	27176	Auto Check	Abbott & Abbott LLC (00002770)	273.92
	03/07/24	448-013596	FiltaFry Fryer Service	273.92
	107508	• F&B Equipment Repairs & Maintenance	FiltaFry Fryer Service	273.92
03/07/24	27177	Auto Check	Advanced Protection Services, Inc. (00002751)	1,069.35
	03/07/24	P83078	Troubleshoot Fire Pump	336.97
	107209	• Security & Fire Alarm System	Troubleshoot Fire Pump	336.97
	03/07/24	R149840	Vault Security Monitoring	43.43
	107209	• Security & Fire Alarm System	Vault Security Monitoring	43.43
	03/07/24	R149839	Temp Security Monitoring	43.43
	107209	• Security & Fire Alarm System	Temp Security Monitoring	43.43
	03/07/24	R149838	OpenEye Video Cloud	418.50
	107209	• Security & Fire Alarm System	OpenEye Video Cloud	418.50
	03/07/24	R149837	Fire Monitoring	73.86
	107209	• Security & Fire Alarm System	Fire Monitoring	73.86
	03/07/24	R149836	Ammonia Monitoring	79.30
	107209	• Security & Fire Alarm System	Ammonia Monitoring	79.30
	03/07/24	R149835	TA Fire Monitoring	73.86
	107209	• Security & Fire Alarm System	TA Fire Monitoring	73.86
03/07/24	27178	Auto Check	Ann Doherty (00003036)	180.00
	03/07/24	LTS: Feb 24	LTS: Feb 24	180.00
	107304	• Contracted Services	LTS: Feb 24	180.00
03/07/24	27179	Auto Check	Apollo Heating and Air Conditioning (00002933)	10,161.32
	03/07/24	KS-940056212	HVAC	456.54
	107210	• HVAC Repairs & Maintenance	HVAC	456.54
	03/07/24	KS-940056195	HVAC Repair	490.17
	107210	• HVAC Repairs & Maintenance	HVAC Repair	490.17
	03/07/24	KS-940056327	Thermostats	5,630.66
	109010	• Capital Improvements	Thermostats	5,630.66
	03/07/24	KS-940055915	HVAC Maintenance	3,583.95
	107210	• HVAC Repairs & Maintenance	HVAC Maintenance	3,583.95
03/07/24	27180	Auto Check	Ascentis Corporation (00002983)	1,716.16
	03/07/24	SI-163926	NOVA5000	1,716.16
	107070	• Payroll Processing	NOVA5000	858.08
			Due To/From TRCC	858.08

Date	Check	Method	Name	Amount
<u>TOYO Sterling Operating Account</u>				
03/07/24	27181	Auto Check	Baskin Robbins (00002754)	5,509.47
03/07/24	3513		Third Party Sales	1,220.21
104690	• Concession Sales - Third Party Expense		Third Party Sales	1,220.21
03/07/24	4667		Third Party Sales	1,980.91
104690	• Concession Sales - Third Party Expense		Third Party Sales	1,980.91
03/07/24	2336		Third Party Sales	763.05
104690	• Concession Sales - Third Party Expense		Third Party Sales	763.05
03/07/24	4506		Third Party Sales	1,545.30
104690	• Concession Sales - Third Party Expense		Third Party Sales	1,545.30
03/07/24	27182	Auto Check	Bobablastic (00003078)	2,848.21
03/07/24	3513		Third Party Sales	731.43
104690	• Concession Sales - Third Party Expense		Third Party Sales	731.43
03/07/24	4667		Third Party Sales	795.64
104690	• Concession Sales - Third Party Expense		Third Party Sales	795.64
03/07/24	2336		Third Party Sales	496.87
104690	• Concession Sales - Third Party Expense		Third Party Sales	496.87
03/07/24	4506		Third Party Sales	824.27
104690	• Concession Sales - Third Party Expense		Third Party Sales	824.27
03/07/24	27183	Auto Check	Brashear Electric, Inc. (00002756)	2,608.81
03/07/24	40966		Set Up - Jeff Dunham	896.78
104327	• Reimbursed Contract Labor		Set Up - Jeff Dunham	896.78
03/07/24	41007		Set Up - TobyMac	1,712.03
104327	• Reimbursed Contract Labor		Set Up - TobyMac	1,712.03
03/07/24	27184	Auto Check	Carmen Contreras - Coffee Crush (00002762)	1,918.41
03/07/24	3513		Third Party Sales	338.72
104690	• Concession Sales - Third Party Expense		Third Party Sales	338.72
03/07/24	4667		Third Party Sales	543.43
104690	• Concession Sales - Third Party Expense		Third Party Sales	543.43
03/07/24	2336		Third Party Sales	429.18
104690	• Concession Sales - Third Party Expense		Third Party Sales	429.18
03/07/24	4506		Third Party Sales	607.08
104690	• Concession Sales - Third Party Expense		Third Party Sales	607.08
03/07/24	27185	Auto Check	Chapala Express (00002758)	6,689.58
03/07/24	3513		Third Party Sales	1,423.61
104690	• Concession Sales - Third Party Expense		Third Party Sales	1,423.61
03/07/24	4667		Third Party Sales	2,047.26
104690	• Concession Sales - Third Party Expense		Third Party Sales	2,047.26
03/07/24	2336		Third Party Sales	1,186.15
104690	• Concession Sales - Third Party Expense		Third Party Sales	1,186.15
03/07/24	4506		Third Party Sales	2,032.56
104690	• Concession Sales - Third Party Expense		Third Party Sales	2,032.56
03/07/24	27186	Auto Check	Chisholm's Saw & Supply, Inc. (00002760)	182.46
03/07/24	82697		Zamboni Knives Maintenance	182.46
107201	• Tools & Supplies		Zamboni Knives Maintenance	182.46
03/07/24	27187	Auto Check	City of Kennewick - Misc (00002830)	3,040.00
03/07/24	15793		Security Services - Jan 24	3,040.00
107404	• Event Contracted Labor		Security Services	760.00
107404	• Event Contracted Labor		Security Services	760.00
107404	• Event Contracted Labor		Security Services	760.00
107404	• Event Contracted Labor		Security Services	760.00
03/07/24	27188	Auto Check	Coca-Cola (00000213)	7,986.00
03/07/24	151834		Beverages	5,124.00
101411	• Inventory - Food		Beverages	5,124.00
03/07/24	151961		Beverage Credit	-82.00
101411	• Inventory - Food		Beverage Credit	-82.00
03/07/24	151959		Beverages	672.00
101411	• Inventory - Food		Beverages	672.00
03/07/24	1363692		CO2 Credit	-10.00
101413	• Inventory - Beer		CO2 Credit	-10.00

Date	Check	Method	Name	Amount
<u>TOYO Sterling Operating Account</u>				
03/07/24	101411	152071 • Inventory - Food	Beverages Beverages	2,282.00
03/07/24	27189	Auto Check	Concessions Supply (00002860)	764.08
03/07/24	101411	94880 • Inventory - Food	Food Food	764.08
03/07/24	27190	Auto Check	Cougar Digital Marketing & Design (00002861)	159.00
03/07/24	107302	12948 • Venue Marketing & Non-Event Advertising	TA Website Maintenance TA Website Maintenance	159.00
03/07/24	27191	Auto Check	Craig Bond (00002810)	670.00
03/07/24	107304	LTS: Feb 24 • Contracted Services	LTS: Feb 24 LTS: Feb 24	670.00
03/07/24	27192	Auto Check	Culligan Water Conditioning (00002766)	216.88
03/07/24	107201	140873 • Tools & Supplies	Cooler Rentals Cooler Rentals	27.19
03/07/24	107201	140630 • Tools & Supplies	Bottle Water Bottle Water	125.01
03/07/24	107201	140145 • Tools & Supplies	Bottle Water Bottle Water	64.68
03/07/24	27193	Auto Check	Daktronics (00002737)	6,195.91
03/07/24	109010	7077278 • Capital Improvements	Controller for Marquee Controller for Marquee	5,896.98
03/07/24	107304	7078436 • Contracted Services	Module Repair Module Repair	298.93
03/07/24	27194	Auto Check	DevFuzion (00000278)	5,894.08
03/07/24	107103	24191 • Computer Equipment & Software	DP to HDMI Cable DP to HDMI Cable - Rob	13.85
03/07/24	107104	24236 • IT Support Services	Network Support Network Support	5,880.23
			Due To/From TRCC	2,940.11 2,940.12
03/07/24	27195	Auto Check	Doggie Style Gourmet (00002767)	6,444.29
03/07/24	104690	3513 • Concession Sales - Third Party Expense	Third Party Sales Third Party Sales	1,527.41
03/07/24	104690	4667 • Concession Sales - Third Party Expense	Third Party Sales Third Party Sales	1,887.15
03/07/24	104690	2336 • Concession Sales - Third Party Expense	Third Party Sales Third Party Sales	1,090.25
03/07/24	104690	4506 • Concession Sales - Third Party Expense	Third Party Sales Third Party Sales	1,939.48
03/07/24	27196	Auto Check	Enterprise Rent A Car (00002931)	120.39
03/07/24	104315	35217348 • Reimbursed Event Rentals	Car Rental Car Rental - TobyMac	120.39
03/07/24	27197	Auto Check	Ferrell Gas (00002769)	559.75
03/07/24	107214	1126097980 • Fuel & Vehicle Costs	Propane Propane	559.75
			Due To/From TRCC	279.88 279.87
03/07/24	27198	Auto Check	GoTo Communications, Inc. (00003770)	561.02
03/07/24	107205	IN7102775085 • Communications	Service Charge Service Charge	561.02
			Due To/From TRCC	280.51 280.51
03/07/24	27199	Auto Check	Howies Hockey Tape (00003855)	339.13
03/07/24	107201	INV000224332 • Tools & Supplies	Ice Skate Tools PO4628 - Ice Skate Tools	339.13

Date	Check	Method	Name	Amount
<u>TOYO Sterling Operating Account</u>				
03/07/24	27200	Auto Check	Janine Adamson (00002809)	200.00
	03/07/24	LTS: Feb 24	LTS: Feb 24	200.00
	107304	• Contracted Services	LTS: Feb 24	200.00
03/07/24	27201	Auto Check	Jennifer Bond (00002941)	1,630.00
	03/07/24	LTS: March 2024 Admin	LTS: March 2024 Admin	1,000.00
	107304	• Contracted Services	LTS: March 2024 Admin	1,000.00
	03/07/24	LTS: Feb 24	LTS: Feb 24	630.00
	107304	• Contracted Services	LTS: Feb 24	630.00
03/07/24	27202	Auto Check	KC Brand (00002773)	9,464.65
	03/07/24	3513	Third Party Sales	2,465.13
	104690	• Concession Sales - Third Party Expense	Third Party Sales	2,465.13
	03/07/24	4667	Third Party Sales	2,823.37
	104690	• Concession Sales - Third Party Expense	Third Party Sales	2,823.37
	03/07/24	2336	Third Party Sales	1,476.65
	104690	• Concession Sales - Third Party Expense	Third Party Sales	1,476.65
	03/07/24	4506	Third Party Sales	2,699.50
	104690	• Concession Sales - Third Party Expense	Third Party Sales	2,699.50
03/07/24	27203	Auto Check	Kennewick Union Firefighters L-1296 (00003455)	3,770.00
	03/07/24	FEB 2024	EMT Services	3,770.00
	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	650.00
	107404	• Event Contracted Labor	EMT Services	520.00
	107404	• Event Contracted Labor	EMT Services	520.00
	107404	• Event Contracted Labor	EMT Services	520.00
03/07/24	27204	Auto Check	KUMA FM - Elkhorn Media Group (00003370)	600.00
	03/07/24	IN-1240232949	Radio Ads - Foreigner	600.00
	107402	• Event Advertising	Radio Ads - Foreigner	600.00
03/07/24	27205	Auto Check	Loomis (00002895)	350.96
	03/07/24	13442917	Armored Car Service	350.96
	107304	• Contracted Services	Armored Car Service	175.48
			Due To/From TRCC	175.48
03/07/24	27206	Auto Check	Lowe's Commercial Services (00002776)	902.27
	03/07/24	991355	Bookcase	179.68
	107202	• Small Equipment & Furniture	PO4502 - Bookcase	179.68
	03/07/24	975570	Tools	145.36
	107201	• Tools & Supplies	PO4528 - Tools	145.36
	03/07/24	977799	Washers	2.05
	107201	• Tools & Supplies	PO4528 - Washers	2.05
	03/07/24	981133	Hooks	5.57
	107201	• Tools & Supplies	PO4528 - Hooks	5.57
	03/07/24	986255	Supplies	88.59
	107201	• Tools & Supplies	PO4528 - Supplies	88.59
	03/07/24	986462	Tools & Supplies	267.02
	107201	• Tools & Supplies	PO4581 - Tools & Supplies	267.02
	03/07/24	990088	Tools	8.55
	107201	• Tools & Supplies	PO4581 - Tools	8.55
	03/07/24	978186	Tools & Supplies	205.45
	107201	• Tools & Supplies	PO4581 - Tools & Supplies	205.45
03/07/24	27207	Auto Check	Oxarc (00002929)	206.13
	03/07/24	32011011	CO2 Returns	43.21
	104370	• Reimbursed Outside Event Expense	CO2 Returns - TobyMac	43.21
	03/07/24	0061689877	CO2 - TobyMac	162.92
	104370	• Reimbursed Outside Event Expense	CO2 - TobyMac	162.92
03/07/24	27208	Auto Check	Pacific Breeze (00003739)	359.88
	03/07/24	5156529	Odor Control	359.88
	107304	• Contracted Services	Odor Control	359.88

Date	Check	Method	Name	Amount
<u>TOYO Sterling Operating Account</u>				
03/07/24	27209	Auto Check	PNW Signs & Designs (00003161)	880.47
	03/07/24	1437	PVC Concourse Signs	880.47
	107314	• Signage Expense	PVC Concourse Signs	880.47
03/07/24	27210	Auto Check	Purchase Power (00002904)	100.00
	03/07/24	Postage Fees: Feb 24	Postage Fees: Feb 24	100.00
	107101	• Postage & Shipping	Postage Fees: Feb 24	50.00
			Due To/From TRCC	50.00
03/07/24	27211	Auto Check	Reign Drop LLC (00003211)	1,361.05
	03/07/24	S4176-24-3161	Pizza	218.98
	101411	• Inventory - Food	Pizza	218.98
	03/07/24	S4176-24-3162	Pizza	128.70
	101411	• Inventory - Food	Pizza	128.70
	03/07/24	S4176-24-3159	Pizza	180.33
	101411	• Inventory - Food	Pizza	180.33
	03/07/24	S4176-24-3160	Pizza	89.51
	101411	• Inventory - Food	Pizza	89.51
	03/07/24	S4176-24-3275	Food	174.11
	101411	• Inventory - Food	Food	174.11
	03/07/24	S4176-24-3276	Food	85.46
	101411	• Inventory - Food	Food	85.46
	03/07/24	S4176-24-3277	Pizza	163.30
	101411	• Inventory - Food	Pizza	163.30
	03/07/24	S4176-24-3278	Pizza	85.46
	101411	• Inventory - Food	Pizza	85.46
	03/07/24	RD-0308-BOXES	Pizza Boxes	235.20
	101411	• Inventory - Food	Pizza Boxes	235.20
03/07/24	27212	Auto Check	Stephens Media Group (00002844)	743.75
	03/07/24	IN-1240212739	Radio Ads - Foreigner	212.50
	107402	• Event Advertising	Radio Ads - Foreigner	212.50
	03/07/24	IN-1240212740	Radio Ads - Foreigner	531.25
	107402	• Event Advertising	Radio Ads - Foreigner	531.25
03/07/24	27213	Auto Check	Sunbelt Rentals, Inc. (00002783)	2,371.53
	03/07/24	150483404-0001	Rentals	1,555.04
	104370	• Reimbursed Outside Event Expense	Rentals - TobyMac	1,555.04
	03/07/24	150407130-0001	Skidsteer	816.49
	107305	• General Rental Equipment	Skidsteer	816.49
03/07/24	27214	Auto Check	Taco City (00003055)	4,566.28
	03/07/24	3513	Third Party Sales	1,007.77
	104690	• Concession Sales - Third Party Expense	Third Party Sales	1,007.77
	03/07/24	4667	Third Party Sales	1,379.42
	104690	• Concession Sales - Third Party Expense	Third Party Sales	1,379.42
	03/07/24	2336	Third Party Sales	766.66
	104690	• Concession Sales - Third Party Expense	Third Party Sales	766.66
	03/07/24	4506	Third Party Sales	1,412.43
	104690	• Concession Sales - Third Party Expense	Third Party Sales	1,412.43
03/07/24	27215	Auto Check	Taylor Lee Nelson (00003414)	128.00
	03/07/24	LTS: Feb 24	LTS: Feb 24	128.00
	107304	• Contracted Services	LTS: Feb 24	128.00
03/07/24	27216	Auto Check	Tim Berry (00002808)	156.00
	03/07/24	LTS: Feb 24	LTS: Feb 24	156.00
	107304	• Contracted Services	LTS: Feb 24	156.00
03/07/24	27217	Auto Check	Tri-City Americans (00000851)	81,216.92
	03/07/24	99903012024TY	Naming Rights Sponsorship	8,333.33
	104211	• Naming Rights - Tenant Share	Naming Rights Sponsorship	8,333.33
	03/07/24	Ams v Moose Jaw 2/23		19,780.68
	102150	• A/P Settlements	Ams v Moose Jaw 2/23	19,780.68
	03/07/24	Ams v Regina 2/24		18,131.51

Date	Check	Method	Name			Amount
<u>TOYO Sterling Operating Account</u>						
	102150	• A/P Settlements		Ams v Regina 2/24	18,131.51	
03/07/24		Ams v Victoria 3/1				8,263.79
	102150	• A/P Settlements		Ams v Victoria 3/1	8,263.79	
03/07/24		Ams v Kelowna 3/2/24				26,707.61
	102150	• A/P Settlements		Ams v Kelowna 3/2/24	26,707.61	
03/07/24	27218	Auto Check	US Foods (00002786)			15,345.87
	03/07/24	5487849	Food			7,071.81
	101411	• Inventory - Food		Food	6,905.94	
	101413	• Inventory - Beer		Beer	45.90	
	101415	• Inventory - Liquor		Liquor	119.97	
03/07/24		5666657	Food			3,758.78
	101411	• Inventory - Food		Food	3,758.78	
03/07/24		5666656	Food			4,515.28
	101411	• Inventory - Food		Food	4,211.86	
	101415	• Inventory - Liquor		Liquor	152.70	
	101413	• Inventory - Beer		Beer	150.72	
03/07/24	27219	Auto Check	VenuWorks, Inc. (00000894)			10,718.60
	03/07/24	19300	Management Fee			10,718.60
	107306	• VenuWorks Management Fee		Management Fee	10,718.60	
03/07/24	27220	Auto Check	Vistar Corporation (00002787)			3,074.32
	03/07/24	71249046	Food			1,237.04
	101411	• Inventory - Food		Food	1,237.04	
03/07/24		71319338	Food			1,837.28
				Due To/From TRCC	205.06	
	101411	• Inventory - Food		Food	1,632.22	
03/07/24	27221	Auto Check	WCP Solutions (00002788)			155.66
	03/07/24	13542871	Janitorial Supplies			155.66
	107203	• Janitorial Supplies		PO4603 - Janitorial Supplies	155.66	
03/18/24		Wire Transfer	King Beverage (00000486)			233.00
	03/18/24	2906203	Beer			233.00
	101413	• Inventory - Beer		Beer	233.00	
03/22/24	27222	Auto Check	Advanced Protection Services, Inc. (00002751)			2,267.62
	03/22/24	16650	Fiber Infrastructure Half			2,267.62
	107103	• Computer Equipment & Software		PO4608 - Fiber Infrastructure Half	2,267.62	
03/22/24	27223	Auto Check	Apollo Heating and Air Conditioning (00002933)			5,428.97
	03/22/24	KS-940056525	HVAC Maintenance Contract			3,583.95
	107210	• HVAC Repairs & Maintenance		HVAC Maintenance Contract	3,583.95	
03/22/24		KS-940056608	HVAC Repair			1,845.02
	107210	• HVAC Repairs & Maintenance		HVAC Repair	1,845.02	
03/22/24	27224	Auto Check	Baskin Robbins (00002754)			1,455.10
	03/22/24	3673	Third Party Sales			1,455.10
	104690	• Concession Sales - Third Party Expense		Third Party Sales	1,455.10	
03/22/24	27225	Auto Check	Benton PUD (00000121)			19,105.75
	03/22/24	02/08/2024-03/08/2024	Small Gen Services - Sign			279.94
	107216	• Electricity		Small Gen Services - Sign	279.94	
03/22/24		02/08/2024-03/7/2024	Large Gen Services			18,825.81
	107216	• Electricity		Large Gen Services	18,825.81	
03/22/24	27226	Auto Check	Bobablastic (00003078)			645.56
	03/22/24	3673	Third Party Sales			645.56
	104690	• Concession Sales - Third Party Expense		Third Party Sales	645.56	

Date	Check	Method	Name	Amount
<u>TOYO Sterling Operating Account</u>				
03/22/24	27227	Auto Check	Canon Financial Services, Inc (00002793)	376.58
03/22/24	32201571		Copier Contract	376.58
107105	• Printing / Copying		Copier Contract	188.29
			Due To/From TRCC	188.29
03/22/24	27228	Auto Check	Canon Solutions (00002757)	70.62
03/22/24	6007294910		Copier Maintenance - QHM	41.01
107105	• Printing / Copying		Copier Maintenance - QHM	41.01
03/22/24	6007343234		Copier Maintenance - UMT	29.61
107105	• Printing / Copying		Copier Maintenance - UMT	29.61
03/22/24	27229	Auto Check	Carmen Contreras - Coffee Crush (00002762)	414.66
03/22/24	3673		Third Party Sales	414.66
104690	• Concession Sales - Third Party Expense		Third Party Sales	414.66
03/22/24	27230	Auto Check	Cascade Natural Gas (00000161)	5,039.99
03/22/24	2/09/24-3/08/24		Gen Com Service	5,039.99
107217	• Natural Gas		Gen Com Service	5,039.99
03/22/24	27231	Auto Check	Cascade Natural Gas (00000161)	3,766.00
03/22/24	2/9-3/8/24		TA Gen Com Service	3,766.00
107217	• Natural Gas		TA Gen Com Service	3,766.00
03/22/24	27232	Auto Check	Chapala Express (00002758)	1,558.81
03/22/24	3673		Third Party Sales	1,558.81
104690	• Concession Sales - Third Party Expense		Third Party Sales	1,558.81
03/22/24	27233	Auto Check	City of Kennewick - Water (00002858)	2,368.71
03/22/24	12/28-2/27		Water Service	2,368.71
107219	• Water		Water Service	2,368.71
03/22/24	27234	Auto Check	Coca-Cola (00000213)	4,536.00
03/22/24	152508		Beverages	4,536.00
101411	• Inventory - Food		Beverages	4,536.00
03/22/24	27235	Auto Check	Columbia Rigging Corporation (00003763)	3,625.28
03/22/24	43959		Rigging Cables	3,625.28
107201	• Tools & Supplies		PO4577 - Rigging Cables	3,625.28
03/22/24	27236	Auto Check	Daktronics (00002737)	1,494.65
03/22/24	7080647		Module Repairs - Marquee	1,494.65
107211	• Equipment Repairs & Maintenance		PO 4623 - Module Repairs - Marquee	1,494.65
03/22/24	27237	Auto Check	DevFuzion (00000278)	62.50
03/22/24	24334		Website Updates	62.50
107302	• Venue Marketing & Non-Event Advertising		Website Updates - Foreigner	62.50
03/22/24	27238	Auto Check	Doggie Style Gourmet (00002767)	1,535.74
03/22/24	3673		Third Party Sales	1,535.74
104690	• Concession Sales - Third Party Expense		Third Party Sales	1,535.74

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Date	Check	Method	Name	Amount
<u>TOYO Sterling Operating Account</u>				
03/22/24	27239	Auto Check	Ferrell Gas (00002769)	1,284.69
03/22/24	107214	1125918589 • Fuel & Vehicle Costs	Propane Propane	588.27
03/22/24	107214	1126233830 • Fuel & Vehicle Costs	Propane Propane	696.42
			Due To/From TRCC	294.14 294.13 348.21 348.21
03/22/24	27240	Auto Check	Jet Ice (00002982)	1,811.97
03/22/24	107601	126495 • Ice-Related Expenses	Logo Textile PO4622 - Logo Textile	1,811.97
03/22/24	27241	Auto Check	KC Brand (00002773)	1,891.96
03/22/24	104690	3673 • Concession Sales - Third Party Expense	Third Party Sales Third Party Sales	1,891.96
				1,891.96
03/22/24	27242	Auto Check	Kendrick Equipment (USA) LLC (00003867)	249.60
03/22/24	107211	U51752 • Equipment Repairs & Maintenance	Bearings PO4639 - Bearings	249.60
03/22/24	27243	Auto Check	King Beverage (00000486)	0.00
			VOID	
03/22/24	27244	Auto Check	Pavement Surface Control (00003160)	750.00
03/22/24	107314	14328 • Signage Expense	Sign Post Removal PO4621 - Sign Post Removal	750.00
03/22/24	27245	Auto Check	Reign Drop LLC (00003211)	259.57
03/22/24	101411	S4176-24-3385 • Inventory - Food	Pizza Pizza	85.46
03/22/24	101411	S4176-24-3384 • Inventory - Food	Pizza Pizza	174.11
03/22/24	27246	Auto Check	Roto-Rooter (00002782)	418.50
03/22/24	107212	66701196 • Building Repairs & Maintenance	Plumbing Repair Plumbing Repair	418.50
03/22/24	27247	Auto Check	Spectrum Reach (00002871)	76.50
03/22/24	107402	340027544 • Event Advertising	TV Ads - Dunham TV Ads - Dunham	76.50
03/22/24	27248	Auto Check	Springhill Suites of Kennewick (00002726)	1,469.93
03/22/24	104370	206D500004340 • Reimbursed Outside Event Expense	Room Rental Room Rental - Dunham	267.26
03/22/24	104370	206D500004339 • Reimbursed Outside Event Expense	Room Rental Room Rental - Dunham	133.63
03/22/24	104370	206D500004342 • Reimbursed Outside Event Expense	Room Rentals Room Rentals - TobyMac	1,069.04
03/22/24	27249	Auto Check	Staples Advantage (00002740)	479.94
03/22/24	107102	3561125397 • Office Supplies	Office Supplies PO4627 - Office Supplies	224.92
03/22/24	107102	3561125401 • Office Supplies	Pens PO4627 - Pens	19.17
03/22/24	107102	3561336983 • Office Supplies	Ink Refills PO4627 - Ink Refills	20.40
			Due To/From TRCC	112.46 112.46 9.59 9.58 10.20 10.20

Date	Check	Method	Name	Amount
<u>TOYO Sterling Operating Account</u>				
03/22/24	107102	3561571110 • Office Supplies	Markers PO4627 - Markers	51.74
			Due To/From TRCC	25.87
03/22/24	107102	3561435692 • Office Supplies	Office Supplies PO4630 - Office Supplies	163.71
			Due To/From TRCC	81.86
				81.85
03/22/24	27250	Auto Check	Sunbelt Rentals, Inc. (00002783)	1,366.61
03/22/24	104370	150290628-0001 • Reimbursed Outside Event Expense	Rentals Rentals - Dunham	1,584.01
03/22/24	104370	150290628-0002 • Reimbursed Outside Event Expense	Delivery Credit Delivery Credit - Dunham	-217.40
03/22/24	27251	Auto Check	Taco City (00003055)	1,137.13
03/22/24	104690	3673 • Concession Sales - Third Party Expense	Third Party Sales Third Party Sales	1,137.13
03/22/24	27252	Auto Check	US Foods (00002786)	9,323.07
03/22/24	101411	5849429 • Inventory - Food	Food Food	5,021.46
03/22/24	101413	• Inventory - Beer	Beer	207.94
03/22/24	101411	3030092 • Inventory - Food	Food Food	51.74
03/22/24	101411	3281583 • Inventory - Food	Food Food	2,802.59
03/22/24	101415	• Inventory - Liquor	Liquor	80.13
03/22/24	101411	3349066 • Inventory - Food	Food Food	47.25
03/22/24	101411	3349063 • Inventory - Food	Food Food	1,400.03
03/22/24	101415	• Inventory - Liquor	Liquor	31.77
03/22/24	27253	Auto Check	Vistar Corporation (00002787)	1,455.29
03/22/24	101411	71458167 • Inventory - Food	Food Food	1,455.29
03/22/24	27254	Auto Check	WCP Solutions (00002788)	1,789.56
03/22/24	107203	13566281 • Janitorial Supplies	Janitorial Supplies PO4634 - Janitorial Supplies	1,353.59
03/22/24	107203	13566282 • Janitorial Supplies	Janitorial Supplies PO4634 - Janitorial Supplies	281.40
03/22/24	107203	13571372 • Janitorial Supplies	Janitorial Supplies PO4634 - Janitorial Supplies	154.57
03/22/24	27255	Auto Check	Weaver Exterminating Service, Inc. (00002804)	880.46
03/22/24	107304	23709 • Contracted Services	Monthly Rodent Control Monthly Rodent Control	285.88
03/22/24	107304	23703 • Contracted Services	TA Monthly Rodent Control TA Monthly Rodent Control	154.35
03/22/24	107304	24170 • Contracted Services	Monthly Rodent Control Monthly Rodent Control	285.88
03/22/24	107304	24167 • Contracted Services	TA Monthly Rodent Control TA Monthly Rodent Control	154.35
03/26/24		Wire Transfer	Awakening Events (00000092)	0.00
03/25/24		Wire Transfer	King Beverage (00000486)	5,304.73
03/25/24	101413	2918536 • Inventory - Beer	Beer Beer	5,304.73
03/25/24		Wire Transfer	Odom East LLC (00003343)	626.76
03/25/24	101413	15813823 • Inventory - Beer	Beer Beer	626.76

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Date	Check	Method	Name	Amount
<u>TOYO Sterling Operating Account</u>				
03/25/24		Wire Transfer	Washington State Department of Revenue (00002989)	45,407.18
03/25/24				45,407.18
102325	• B&O Tax Payable	TOYO Feb B&O, paid March	11,118.31	
102310	• Sales Tax Payable - State	TOYO Feb B&O, paid March	31,347.40	
107603	• B&O Taxes	TOYO Feb B&O, paid March	2,941.47	
03/29/24	27256	Auto Check	Backstage Electric, Inc. (00002752)	0.00
				VOID
03/29/24	27257	Auto Check	Rocky Mountain Rigging (00002781)	6,446.40
03/29/24		Paw Patrol	Rigging - Paw Patrol	6,446.40
104370	• Reimbursed Outside Event Expense	Rigging - Paw Patrol	6,446.40	
03/31/24		Wire Transfer	American Payment Solutions - APS (00002969)	885.25
03/31/24				885.25
107310	• Credit Card Fees	APS TOYO Fess - MAR 24	885.25	
03/31/24		Wire Transfer	Fintech (00003296)	24.93
03/31/24		EFT Liquor Payments - MAR 24	EFT Liquor Payments - MAR 24	24.93
107311	• Banking Fees	EFT Liquor Payments - MAR 24	24.93	
03/31/24		Wire Transfer	Revel Systems (00003299)	2,383.68
03/31/24		Concession POS Fees - MAR 24	Concession POS Fees - MAR 24	2,383.68
107510	• F&B Tools, Supplies & Equipment	Concession POS Fees - MAR 24	2,383.68	
03/31/24		Wire Transfer	Revel Systems (00003299)	6,190.19
03/31/24		Concession Fees - MAR 24	Concession Fees - MAR 24	6,190.19
107514	• F&B Credit Card & Banking Fees	Concession Fees - MAR 24	6,190.19	
03/31/24		Wire Transfer	Revel Systems (00003299)	524.93
03/31/24		Arena Fees - MAR 24	Arena Fees - MAR 24	524.93
107310	Credit Card Fees	Arena Fees - MAR 24	524.93	
				Total Paid - TOYO Operating: <u>358,030.79</u>

TOYO Sterling Box Office Account

03/31/24		Wire Transfer	American Express Card Processing (00003298)	94.99
03/31/24		Box Office AmEx Fees - MAR 24	Box Office AmEx Fees - MAR 24	94.99
107310	• Credit Card Fees	Box Office AmEx Fees - MAR 24	94.99	
				Total Paid: <u>94.99</u>
				Total Paid Combined: <u>358,125.78</u>

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



Dan Legard, Finance Director

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

Check numbers 27176-27257	\$	289,159.29
Electronic transfers - Operations		68,871.50
Electronic transfers - Box Office		94.99
Total	\$	<u>358,125.78</u>

Exceptions:

Council Agenda Coversheet	Agenda Item Number: 4.d.	Council Date: 5/21/2024	Category: Consent Agenda						
	Agenda Item Type: General Business Item Subject: Department: Finance								
<u>Recommendation</u> Staff recommends Council approve the Claims Roster for April 2024.									
<u>Motion for Consideration</u> Motion to approve the Claims Roster for April 2024 in the amount of \$48,861.08, comprised of electronic payments and check numbers 2810-2815.									
<u>Summary</u> The payments on this Claims Roster are comprised of the following issuances during the period 4/1/2024-4/30/2024:									
<table><tr><td>Check numbers 2810-2815:</td><td>\$6,487.06</td></tr><tr><td>Electronic payments (EFT):</td><td>\$42,374.02</td></tr><tr><td>Total</td><td>\$48,861.08</td></tr></table>				Check numbers 2810-2815:	\$6,487.06	Electronic payments (EFT):	\$42,374.02	Total	\$48,861.08
Check numbers 2810-2815:	\$6,487.06								
Electronic payments (EFT):	\$42,374.02								
Total	\$48,861.08								
<u>Alternatives</u> None.									
<u>Fiscal Impact</u> \$48,861.08									
<u>Attachments:</u> 1. Claims Roster									

COLUMBIA PARK GOLF COURSE FUND

CHECK REGISTER

APRIL 2024

Check Number	Vendor Check Name	Check Date	Amount	Type
Paid by ACH	NATIONWIDE	4/1/2024	1,443.16	EFT
2810	COLUMBIA POINT GOLF COURSE	4/9/2024	\$384.60	Check
2811	COURSECO, INC.	4/9/2024	\$208.00	Check
2812	KENNEWICK GOLF CORPORATION	4/9/2024	\$5,259.60	Check
2813	NATIONAL GOLF FOUNDATION	4/9/2024	\$156.86	Check
2814	TOTAL E INTEGRATED INC.	4/9/2024	\$438.00	Check
2815	YELP	4/9/2024	\$40.00	Check
ADPTS 3412662	ADP TOTAL SOURCE (AUTOPAY)	4/10/2024	\$4,133.47	EFT
316	FINAL PAY	4/10/2024	\$372.83	EFT
WA DOR 0039669991	WASHINGTON STATE DEPARTMENT OF REVENUE	4/15/2024	\$4,929.90	EFT
493852	CITY OF KENNEWICK ELECTRICAL	4/11/2024	\$104.83	EFT
493828	CLEVELAND GOLF / SRIXON	4/11/2024	\$4,680.00	EFT
493853	ECS NORTHWEST LLC	4/11/2024	\$271.75	EFT
493933	WAMBEKE WINDOW WASHING	4/11/2024	\$125.00	EFT
Paid by ACH	CINTAS CORPORATION #608	4/12/2024	\$107.02	EFT
Paid by ACH	PEPSI COLA BOTTLING CO. OF PASCO	4/12/2024	\$667.56	EFT
494348	FOREUP GOLF SOFTWARE BILLING	4/17/2024	\$447.00	EFT
494340	GCSAA- COLUMBIA PT	4/17/2024	\$465.00	EFT
494830	ANTIGUA GROUP, INC	4/24/2024	\$235.65	EFT
494870	DELUXE (formerly SAFEGUARD BUSINESS SYSTEMS)	4/24/2024	\$165.04	EFT
494876	FAZIO BROS. INC.	4/24/2024	\$1,335.06	EFT
494918	POINTE PEST CONTROL	4/24/2024	\$179.36	EFT
494925	R&R PRODUCTS INC	4/24/2024	\$293.82	EFT
Paid by ACH	CINTAS CORPORATION #608	4/25/2024	\$107.02	EFT
Paid by ACH	COLEMAN OIL COMPANY	4/25/2024	\$305.37	EFT
Paid by ACH	PEPSI COLA BOTTLING CO. OF PASCO	4/25/2024	\$256.37	EFT
Paid by ACH	SIMPLOT TURF AND HORTICULTURE	4/25/2024	\$1,571.80	EFT
Paid by ACH	ADP TOTAL SOURCE (AUTOPAY)	4/5/2024	\$7,250.96	EFT
Paid by ACH	ADP TOTAL SOURCE (AUTOPAY)	4/19/2024	\$8,818.70	EFT
Paid by ACH	ELAN (MONTHLY CREDIT CARD CHGS)	4/30/2024	\$2,693.91	EFT
Bank Deduction	MERCHANT SERVICES	4/1/2024	\$1,373.18	EFT
Bank Deduction	US Bank	4/12/2024	\$40.26	EFT
			<u>48,861.08</u>	

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



Dan Legard, Finance Director

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

Check numbers 2810-2815	\$	6,487.06
Electronic transfers		42,374.02
Total	\$	<u>48,861.08</u>

Exceptions:

Council Agenda Coversheet	Agenda Item Number: 4.e. Council Date: 5/21/2024	Category: Consent Agenda
	Agenda Item Type: General Business Item Subject: Payroll Roster: Approval for Pay Period Ending 04/30/2024 Department: Finance	
<u>Recommendation</u> Staff recommends that Council approve the Payroll Roster as presented. <u>Motion for Consideration</u> Motion to approve the Payroll Roster for the pay period ending 04/30/2024. <u>Summary</u> None. <u>Alternatives</u> None. <u>Fiscal Impact</u> 04/30/2024 Total: \$2,679,853.66		
Attachments: 1. Roster		

Payroll Roster for Pay Period Ending 04/30/2024

All Departments:

City Attorney	25,951.16
City Council	5,050.00
City Manager	3,368.50
Civil Service	3,728.40
Community Planning	17,366.56
Economic Development	4,212.50
Engineering	59,763.23
Finance	72,853.01
Fire	119,217.61
Human Resources	17,741.25
Management Services	99,267.66
Non-Departmental	4,308.26
Parks, Recreation & Facilities	136,301.39
Police	533,204.28
Subtotal - General Fund	1,102,333.81
BI-PIN	11,107.76
Building Safety	47,858.06
Community Development	3,039.72
Criminal Justice	70,809.05
Equipment Rental	14,038.73
Medical Services	417,125.64
Risk Management	4,087.50
Stormwater	23,547.19
Street	74,708.45
Water & Sewer	144,281.25
Subtotal - Other Funds	810,603.35
Total Salaries and Wages	1,912,937.16

Benefits

Dental Insurance	23,621.63
DRS Retirement	135,607.31
Employee Assistance Program	52.30
Medical Expense Reimbursement Plan	3,300.00
Medical Insurance	337,681.64
Medicare	27,193.45
MissionSquare Deferred Compensation	84,738.51
Social Security (OASDI)	86,514.35
Vision Insurance	3,423.94
WA Paid Family & Medical Leave	3,920.64
Worker's Compensation Insurance	60,862.73
Total Benefits	766,916.50
Grand Total	\$2,679,853.66

I, Dan Legard, Finance Director, at the direction of the Council, do hereby certify that the Payroll hereinabove specified is approved for payment in the amount of \$2,679,853.66 comprised of check numbers 77233 through 77254 and direct deposit numbers 223787 through 224226.

Approved for payment:



Dan Legard, Finance Director

Council Agenda Coversheet 	Agenda Item Number: 4.f. Agenda Item Type: Contract/Agreement/Lease Subject: Contract: Water Treatment Plant Permeate Pumps Replacement Department: Public Works Ord/Reso # Project # P2117 Council Date: 5/21/2024 Contract # Permit #	Category: Consent Agenda
<u>Recommendation</u> Staff recommends that Council authorize the purchase of equipment from Whitney Equipment Company Inc in the amount of \$822,206.80 and authorize staff to execute any necessary documents to complete the purchase. <u>Motion for Consideration</u> Motion to authorize the purchase of equipment from Whitney Equipment Company Inc in the amount of \$822,206.80 and authorize staff to execute any necessary documents to complete the purchase. <u>Summary</u> In 2019, the City with HDR Engineering completed a Water Treatment Plant (WTP) condition assessment that focused on the evaluation of critical operating assets. HDR Engineering summarized the findings and recommendations in the Basis of Design Report (BODR) identifying several critical assets in need of replacement (condition based) and several additional assets to provide for increased capacity (capacity based). The WTP permeate pumps were identified as necessary capacity based improvements required to provide for increased overall plant capacity and filtration. In order to meet long lead production and delivery timeframes, it's necessary to pre-procure the pumps in advance of construction during winter 24/25 for Phase 2 improvements. City staff issued a competitive bid opportunity for four (4) filtration permease pumps as part of the P2117 Water Treatment Plant (WTP) Capacity & Miscellaneous Upgrade project. The four pumps are larger in size, have increased pumping/ filtration capacity, and will physically fit as a direct replacement for the existing filtration pumps. The following quote was received: Whitney Equipment Company: \$822,206.80 (Includes sales tax & shipping and handling) The City's purchasing policy requires equipment purchases greater than \$500,000 to be approved by the City Council. <u>Alternatives</u> None recommended. <u>Fiscal Impact</u> Water and Sewer Fund: \$822,206.80		
<u>Attachments:</u> 1. RFQ Response		

RFQ 24-009 Quotation Form

Item	Quantity	Description	Unit Price	Extended Price
1	4	Goulds Pumps Model 3180 L Size 14x14-16/5V per Attachment 1: Specifications	\$184,300.00	\$737,200.00
QUOTATION SUBTOTAL				\$737,200.00
Delivery/Shipping Cost				\$19,200.00
Sales Tax (8.7%)				\$65,806.80
TOTAL QUOTATION PRICE				\$822,206.80
DELIVERY TIME (DAYS) FROM RECEIPT OF ORDER				168-182
ACKNOWLEDGEMENT OF ADDENDA _____ OF _____				
Offer Certification We offer to sell the item(s) at the prices indicated, in accordance with the terms and conditions stated below and/or referenced herein				
Offeror shall sign and return with the submitted quotation				
Company Name Whitney Equipment Company			Telephone Number 425-486-9499	
Offer Date 05/09/2024			E-mail Address bnagel@weci.com	
Name Brianna Nagel			Title Estimating Engineer	
Signature <i>Brianna Nagel</i>			Date 05/09/2024	

Should you have any questions, please contact Jon Correio, Buyer II in the Purchasing Department at (509) 585-4308 or via email at jon.correio@ci.kennewick.wa.us

CUTOFF FOR SUBMITTAL OF QUESTIONS IS MONDAY, MAY 6, 2024 AT NOON (PACIFIC TIME)

Terms and Conditions:

The City Purchase Terms and Conditions shall apply and may be viewed at: <https://www.go2kennewick.com/documentcenter/view/475>. The City Purchase Terms and Conditions, the terms, conditions and specifications stated herein shall take precedence over any vendor terms and conditions unless specifically agreed upon and accepted in writing by the City or noted on the purchase order/contract.

It is also the intent of this quote document to make available to other government entities, by mutual agreement with the successful bidder and properly authorized inter-local purchasing agreements as provided for by R.C.W. 39.34, the right to purchase the same equipment, product or service at the prices quoted and for the period of the contract. Bidder will honor political subdivision orders in accordance with contract Terms and Conditions, in addition to orders from the City unless otherwise indicated on the quotes/quote response. The City does not accept any responsibility for purchase orders issued by other public agencies. In addition to the City's terms and conditions, the following terms and conditions are applicable for this project:

Council Agenda Coversheet	Agenda Item Number: 4.g.	Council Date: 5/21/2024	Category: Consent Agenda												
	Agenda Item Type: Contract/Agreement/Lease Subject: Bid Award: 2024 City-Wide Asphalt Overlay & ADA Improvements Department: Public Works Ord/Reso # Project #	Contract # Permit #													
<u>Recommendation</u> Staff recommends awarding Contract P2401-24 2024 City-Wide Asphalt Overlay & ADA Improvements Contract to Inland Asphalt Co. in the amount of \$2,915,858.40 plus a 10% contingency amount of \$291,585.84, for a total amount of \$3,207,444.24 and authorizing the City Manager to execute the contract.															
<u>Motion for Consideration</u> Motion to award Contract P2401-24 2024 City-Wide Asphalt Overlay & ADA Improvements Contract to Inland Asphalt Co. in the amount of \$2,915,858.40 plus a 10% contingency amount of \$291,585.84, for a total amount of \$3,207,444.24 and authorize the City Manager to execute the contract.															
<u>Summary</u> Three bids were opened on April 30, 2024, at 10:00 a.m.: <table><tr><td>Inland Asphalt Co.</td><td>\$2,915,858.40</td><td>Engineer's Estimate</td><td>\$3,486,925.00</td></tr><tr><td>Central Wash. Asphalt</td><td>\$2,995,067.30</td><td></td><td></td></tr><tr><td>Granite Construction</td><td>\$3,594,258.85</td><td></td><td></td></tr></table> This project is for the HMA improvements to the following streets: • W. Canal Dr. (N. Kellogg St. to Edison St.) • W. Grandridge Blvd. (N. Center Parkway to W. Gage Blvd.) • W. Clearwater Ave. (N. Steptoe St. to Columbic Center Blvd.) • W. 10th Ave. (US-395 to S. Quincy Place) • W. Creekstone Dr. / Kellogg St. (W. 20th Ave. to S. Irving St.) Work will involve planing (grinding) as called for on the plans, HMA overlay, HMA patching repair of miscellaneous failed areas, concrete sidewalk, curb, ramp upgrades, pavement lane striping, crosswalks, stop bars, markings, cast-in-place traffic curbing and other related work. Staff was successful in obtaining a \$327,790 Complete Streets grant from the Washington State Transportation Improvement Board to offset costs for all concrete sidewalk and ramp upgrades for this project. Additionally, Washington State DOT is paying for the overlay work at the US 395/W. 10th Ave. intersection in the amount of \$17,991. State law requires that contracts are awarded to a responsible bidder with the lowest responsive bid. The bids were reviewed and determined to be responsive. Staff recommends awarding this project to Inland Asphalt Co., who was determined to be a responsive bidder with the lowest responsive bid.				Inland Asphalt Co.	\$2,915,858.40	Engineer's Estimate	\$3,486,925.00	Central Wash. Asphalt	\$2,995,067.30			Granite Construction	\$3,594,258.85		
Inland Asphalt Co.	\$2,915,858.40	Engineer's Estimate	\$3,486,925.00												
Central Wash. Asphalt	\$2,995,067.30														
Granite Construction	\$3,594,258.85														
<u>Alternatives</u> No alternatives are recommended.															
<u>Fiscal Impact</u> <table><tr><td>Arterial Street Fund-2024 Pavement Preservation:</td><td>\$2,861,663.24</td></tr><tr><td>TIB Funding</td><td>\$327,790</td></tr></table>				Arterial Street Fund-2024 Pavement Preservation:	\$2,861,663.24	TIB Funding	\$327,790								
Arterial Street Fund-2024 Pavement Preservation:	\$2,861,663.24														
TIB Funding	\$327,790														

WSDOT Reimbursement	\$17,991
Attachments:	
1. MAP	



Council Agenda Coversheet 	Agenda Item Number: 4.h. Agenda Item Type: Contract/Agreement/Lease Subject: Contract: Columbia Center Blvd Widening Project Consultant Agreement for Preliminary Engineering and Design Work Department: Public Works Ord/Reso # Project # P2403 Council Date: 5/21/2024 Contract # Permit #	Category: Consent Agenda
<u>Recommendation</u> Staff recommends City Council authorize the City Manager to sign the professional services agreement with JUB Engineering to provide Planning and Engineering services for the P2403 Columbia Center Blvd. Widening Project. <u>Motion for Consideration</u> Motion to authorize the City Manager to sign the professional services agreement with JUB Engineering to provide Planning and Engineering services for the Columbia Center Blvd. Widening Project, Number P2403. <u>Summary</u> The Columbia Center Blvd. Widening Project (Deschutes Ave. to Quinault Ave.) consists of adding a third lane for both north-bound and south-bound through-traffic, upgrading the signals at both Okanogan and Grandridge Blvd, improving traffic channelization, adding retaining walls, and improving lighting and pedestrian movement. A significant part of the Planning phase for the Columbia Center Blvd Widening project will be outreach to the local businesses that will be impacted by this project. Due to the complexity of this project, the public outreach, planning and design were contracted out to a consultant. In March of this year, three consultants responded to a City Request for Qualifications: • David Evans & Assoc. • JUB Engineers • MacKay Sposito Inc. Using Federal and State guidelines, and after reviewing qualifications and performing interviews, city staff selected JUB Engineers to perform the work. Pricing and final scoping were then negotiated in order to finalize the agreement. As a part of this agreement, there is a Federally mandated Disadvantaged Business Enterprise goal of 13%. WSDOT, who oversees the implementation of these goals, has reviewed JUB Engineers' proposal and has given the City a concurrence to award. <u>Alternatives</u> None. <u>Fiscal Impact</u> Urban Arterial Street Fund: \$896,060 Note, the City was awarded \$666,050 in Federal STBG grant funding to help offset these costs.		
<u>Attachments:</u> 1. Agreement		

Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number: 07-24-042

Firm/Organization Legal Name (do not use dba's): J-U-B ENGINEERS, Inc.		
Address 3611 South Zintel Way Kennewick, WA 99337	Federal Aid Number STBGUL-3409(008)	
UBI Number 600 069 551	Federal TIN or SSN Number 82-0290774	
Execution Date May 21, 2024	Completion Date December 31, 2025	
1099 Form Required ☐ Yes ☒ No	Federal Participation ☒ Yes ☐ No	
Project Title Columbia Center Boulevard Widening (Deschutes to Quinault)		
Description of Work Construct new 3rd northbound and southbound lanes, curb, gutter, sidewalk, storm drainage, illumination, signal modifications. At Quinault, construct 2nd eastbound lane.		
☒ Yes 13% ☐ Yes ☐ Yes ☐ Yes	☐ No DBE Participation ☒ No MBE Participation ☒ No WBE Participation ☒ No SBE Participation	Total Amount Authorized: \$814,600 Management Reserve Fund: \$81,460 Maximum Amount Payable: \$896,060

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

Agreement Number: 07-24-042

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the City of Kennewick hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Agreement Number: 07-24-042

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:		If to CONSULTANT:	
Name: Heath Mellotte		Name: Travis A. Marden	
Agency: City of Kennewick		Agency: J-U-B Engineers, Inc.	
Address: 1010 E. Chemical Dr.		Address: 3611 South Zintel Way	
City: Kennewick	State: WA	City: Kennewick	State: WA
Zip: 99336		Zip: 99337	
Email: heath.mellotte@ci.kennewick.wa.us		Email: tam@jub.com	
Phone: (509) 585-4287		Phone: (509) 783-2144	
Facsimile: N/A		Facsimile: N/A	

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

- A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.
1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
 2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.
A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all A&E sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.
Failure to supply this information by either the prime CONSULTANT or any of their A&E sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.
The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.
 3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

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4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
 5. Management Reserve Fund (MRF): The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
 6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

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D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

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Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973
(23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975
(42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987
(Public Law 100-259)
- American with Disabilities Act of 1990
(42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

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date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

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XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and /or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

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Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Heath Mellotte, P.E.
Agency: City of Kennewick
Address: 1010 E. Chemical Dr.
City: Kennewick State: WA Zip: 99336
Email: heath.mellotte@ci.kennewick,wa.us
Phone: (509) 585-4287
Facsimile: N/A

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

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The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V “Payment Provisions” until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

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XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

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Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings,

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tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.



Signature

5/7/2024

Date

Signature

Date

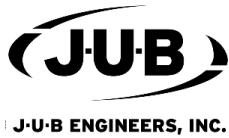
Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Exhibit A Scope of Work

Project No. 07-24-042

See Attached Exhibit A

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J-U-B ENGINEERS, Inc.

Exhibit A – Scope of Work

PROJECT NAME: Columbia Center Boulevard Widening Project

CLIENT: City of Kennewick

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

Columbia Center Boulevard (CCB) is one of the City of Kennewick's (City) primary arterial streets, providing direct connectivity between State Route 240 and the main City commercial areas. This project's purpose is to address increasing capacity through an approximate 12-foot roadway widening in each direction, signal and intersection modifications, new curb, gutter, sidewalk, curb ramps, storm drainage, illumination, retaining walls, and landscaping. Consideration for an additional west-bound turn lane on Grandridge will be examined. The project delivery process must adhere to WSDOT and FHWA requirements. In general, project delivery will be divided between a planning phase and a design phase, understood as follows:

Planning Phase

Traffic forecasting and modeling along the corridor was completed several years ago and must be updated before conceptual planning can begin. The City will provide all new traffic counts and intersection turning movement data. J-U-B will use the City data and provide updated traffic forecasts using the regional travel demand model and perform traffic operations modeling. J-U-B will use model results and analysis of safety and access to determine and/or confirm numerous proposed improvements within the project limits to determine appropriate traffic control, lane configurations, and storage queue lengths. Improvements will be compiled into a draft concept, reviewed by the City and presented to project stakeholders. Stakeholders will be engaged through a public communication process that includes a stakeholder workshop, public open house, and presentation to Council. At the conclusion of public engagement, the concept will be finalized and approved by the City before J-U-B proceeds into the design phase.

Design Phase

In parallel with the above planning phase, J-U-B will begin as-built information collection to support the design phase. We understand the City will be providing all topographic surveying, along with all as-builts/record drawings from previous projects along the corridor. J-U-B will request utility information from utilities within the corridor to identify and rectify data gaps and variations. J-U-B will also coordinate with City staff on questions that arise regarding water, sewer, illumination, and traffic signal equipment locations in areas that construction may impact. At the conclusion of the planning phase, J-U-B will proceed with design phase elements, to produce milestone plan submittals of 30, 60 and 90 percent, followed by a complete design package for bidding. In addition, as part of the 60 percent package, a detailed set of right-of-way plans will be prepared based on WSDOT and FHWA guidance. The right-of-way plans will identify land acquisition needs (rights-of-way, permanent easements, temporary construction easements, etc.) and quantify those acquisitions for each impacted parcel. J-U-B will coordinate with the South Central Region Local Agency Coordinator during the process. Design work & documents provided by J-U-B will reference the City of Kennewick Standard Details and Specifications, and WSDOT Standard Details and Specifications. We understand the City will coordinate the project environmental clearances.

The anticipated delivery timeline includes a complete design package delivered by July 2025 assuming Notice to Proceed in May 2024 (15 months). Delivering this schedule will heavily depend on the outcome of the planning phase and on the responsiveness of City milestone reviews. J-U-B will work closely with the City to assess delivery milestones as the planning phase is completed.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 1: Project Management

1. Setup project accounting software, perform financial and record keeping for document retention and project controls.
2. Perform project planning and risk assessment.
3. Coordinate quality assurance / quality control (QA/QC) processes.
4. Communicate and coordinate J-U-B team activities with bi-weekly progress meetings as required.
5. Regularly monitor project status, budget and schedule.
6. During periods of project activity, provide a regular report to CLIENT on project status, budget and schedule.
7. Provide a monthly invoice including budget status.
8. Provide ongoing document handling and filing.

Assumptions:

- a. Project Management is based on up to a 15-month project duration. Delays, and work stop/restart will impact project budget.
- b. Project meetings are anticipated to consist of either in person or remote video conferencing.
- c. City will manage environmental project clearance process, documentation and approvals.

Deliverables:

- a. Project Schedule and updates
- b. Monthly invoicing and status reports
- c. Project Documentation

B. Task 2: General Project Meetings

1. Kick-off Meeting
2. Attend 15 in-person client meetings to report project status, discuss project developments, upcoming milestones, etc.
3. Attend 15 client meetings via Teams alternating with the in-person meetings to report project status, discuss project developments, upcoming milestones, etc.

C. Task 3: Quality Control Reviews

1. Perform internal reviews at appropriate phases for quality control and assurance.
 - a. Traffic forecasting
 - b. Existing traffic model
 - c. Future conditions traffic modeling scenarios.
 - d. Concept plan
 - e. 30% Design Plans and Estimate
 - f. 60% Design Plans and Estimate
 - g. Draft Right of Way Plans
 - h. Final Right of Way Plans
 - i. Fee Acquisition and Easement Legal Descriptions
 - j. 90% PS&E Package
 - k. Ad Ready PS&E Package

Assumptions:

- a. J-U-B will provide internal Quality Control reviews by the J-U-B Team. 60%, 90%, and Ad Ready PS&E Packages will incorporate City comments.
- b. If the project is delayed, any rework required to bring the design, plans, or specifications to meet current requirements will be additional work. Restarting and stopping design impacts staff resources and will be considered additional work.
- c. City will provide a single compiled review set with internal review comments vetted for conflicting direction.
- d. WSDOT will provide one submittal review when ready for construction obligation. WSDOT Policy changes such as specification updates after 90% Submittal will be considered additional work.

Deliverables:

- a. Comment Review Log documenting City comment and J-U-B proposed action.

PLANNING PHASE

D. Task 4: Existing Conditions Data Acquisition and Implementation

1. Obtain and review traffic data collected by the City, see assumptions below.
2. Obtain and review collision history from the Washington State Department of Transportation for the corridor.
3. Obtain and review current model and development information:
 - a. Regional travel demand model data from the Benton Franklin Council of Governments.
 - b. Current available information on the Vista Field Redevelopment from the Port of Kennewick and City of Kennewick.
 - c. Obtain Synchro traffic model with existing signal timings from the City.
4. Review topographic survey data and available record drawings provided by the City.
5. Coordinate with City staff to confirm water, sewer, illumination and traffic signal equipment, locations, and records.
6. Prepare a project base map using the above listed information for use in project design phase.

Assumptions:

- a. At a minimum: AM and PM peak period turning movement counts at the following intersections on Columbia Center Boulevard: Quinault Ave, Okanogan Place, Grandridge Blvd, Deschutes Ave and all driveways in the corridor and driveways on Grandridge west of CCB as well as Colorado St/Grandridge Blvd and Colorado St/Okanogan Pl. All-day traffic counts in the corridor between intersections, suggested in 15-minute increments. Also suggested to collect turning movement counts at CCB/Clearwater Ave.
- b. Data uncertainties and gaps identified and associated with City infrastructure, the topographic survey and/or construction record drawings will be investigated by the City and updated information provided to J-U-B.
- c. Data uncertainties and gaps identified and associated with non-City utilities may be investigated with Subsurface Utility Exploration, as an additional service
- d. Supplemental topographic surveys may be needed as grading extents are better defined and are anticipated to be performed by the City.
- e. The City will provide a raw topographic survey points in an AutoCAD importable format, a compiled base map file showing all topographic features, and a DTM surface utilizing breaklines with quality-controlled TIN's. The survey deliverable is anticipated to be compatible with AutoCAD Civil 3D 2023.

Deliverables:

- a. Exhibit of existing traffic volumes at study intersections also showing existing lane configurations and traffic control.
- b. Design utility base map
- c. City provided deliverable: topographic survey base map

E. Task 5: Traffic Forecasting

1. Prepare PM peak hour turning movement forecasts for a minimum forecast of 20 years beyond anticipated opening year for all study intersections listed above under Task 4. An evaluation of AM peak hour volumes will be performed and discussed with city Staff as well to determine the detail necessary to ensure acceptable storage lengths for turn lanes, etc.
2. Meet with City to review forecast assumptions.
3. Finalize forecasts as necessary after city review of assumptions and the safety and access analysis in Task 6.

Assumptions:

- a. Forecasts will use several inputs including: historical counts, BFCOG regional travel demand model (land uses and traffic volume forecasts), current traffic counts, Vista Field Redevelopment assumptions, and recent growth trends to compare with model.
- b. Forecasts will only be developed for the PM peak hour.

Deliverables:

- a. Draft exhibit with turning movement volumes at study intersections
- b. Final exhibit with turning movement volumes at study intersections

F. Task 6: Traffic Operational, Safety, and Access Analysis

1. Prepare Synchro model, updated with existing traffic volumes for study intersections for AM and PM conditions to assess existing delay and Level of Service and queue lengths.
2. Prepare future conditions model using forecast traffic volumes for study intersections with existing lane configurations and traffic control to compare future conditions without improvements.
3. Prepare a minimum of two, and up to four, draft future conditions traffic models using forecast traffic volumes for study intersections with additional lanes, and different alternative lane uses to compare results of delay and queue lengths to inform the decision-making process.
4. Prepare summary tables and maps to document collision history in the corridor. Evaluate potential safety issues at intersections and driveways.
5. Evaluate existing accesses to properties along the corridor for any safety or design issues to provide guidance in the forecasting, traffic operations and design tasks.
6. Meet with City to review future year modeling results and lane configuration alternatives and prepare for advisory group workshop.
7. Prepare a final traffic operations model with the recommended lane configurations at all study intersections.

Assumptions:

- a. City will provide their most up to date Synchro model and any signal timing programming data available.
- b. Analysis of five years of collision data will be used, anticipated from 2019-2023.
- c. Alternative future scenarios will compare retaining right turn lanes and converting them to thru/right turn lanes.

Deliverables:

- a. Summary tables and maps as appropriate for existing AM and PM traffic delay, LOS and queue lengths.
- b. Summary tables and maps as appropriate for future conditions for PM traffic delay, LOS and queue lengths with no improvements.
- c. Summary tables and maps as appropriate for draft future conditions with additional lanes.
- d. Summary tables and maps as appropriate showing collision history.
- e. Documentation of safety evaluation of intersections and driveway access and consideration for design.
- f. Summary tables and maps for final recommended corridor improvements.

G. Task 7: Concept Development

1. Prepare up to 2 concept exhibits to support public engagement efforts showing improvements under alternate future lane use and the potential differences in right-of-way impacts, access, intersection lane configurations, etc.
2. Prepare final exhibit with recommended improvements for presentation to City Council.

Assumptions:

- a. City will approve final concept development after public engagement is complete.

Deliverables:

- a. Draft concept to support public engagement in a strip map format (1"=50' scale, approx. 36x60 plot)
- b. Final concept presented to City Council for approval.

H. Task 8: Public Engagement

1. Prepare Public Involvement Plan (PIP) – The PIP will describe the proposed public involvement process with flexibility for responsiveness to ongoing public input and interactions. The document will include:
 - a. Schedule of activities and outreach efforts
 - b. Key messaging and talking points
 - c. Issues impacting public
 - d. Methods to be used to communicate with stakeholders and general public.
2. Project website –In coordination with the City, develop materials and content for posting on a dedicated webpage hosted on the City website. The webpage will present overview and contextual information for the project and site, timeline and schedule, and contact information for public inquiries. TLG will coordinate with City Staff to periodically update the webpage at key project milestones.
3. Advisory Group Workshop – Prepare for and facilitate an advisory group workshop including, exhibits and presentation to inform and engage businesses regarding project issues, and obtain feedback to inform the decision-making process. Compile and distribute a post-project report that includes a summary of issues and themes and decisions made as a result of feedback.
4. Public Open House – Plan, facilitate and attend one public open house to present findings and recommended corridor improvements. Prepare display boards, advertisements, sign-in sheets, comment form, etc. Prepare and coordinate distribution of notifications to public and stakeholders. Summarize open house comments.
5. Stakeholder and Public Comment Database – Develop and maintain a stakeholder and community comment database. TLG will work with the City to identify and compile contact information for key businesses and stakeholders. The database will serve as a clearing house for collecting all public comments and concerns, including the nature of the comment, method of contact, and follow up details. The database will ensure comments are responded to in a timely manner, and will track general public perception and priorities.
6. Informational Materials – Prepare a 1 page project flier or postcard to provide project overview information to be distributed to businesses and adjacent property owners, posted at key community locations, and otherwise distributed as needed. The flier/post card will contain the project background, goals, project area, public input opportunities and timeline, The flier/postcard can be used to notify adjacent property owners of the public open house

Assumptions:

- a. Public Involvement Plan may be revised once during the project.
- b. Up to two advisory group workshops may be held either to cover different geography, to provide an in-person and virtual option, or at distinct times during the project to follow-up on project progress or findings.
- c. Assume two website updates after advisory group workshop and after city council presentation
- d. No survey is anticipated, rather comment sheets for open house attendees will be provided and summarized.
- e. City staff will provide all updates and presentation to City Council. J-U-B will not be necessary for City Council meetings.

Deliverables:

- a. Public Involvement Plan
- b. Project Website with updates

- c. Open House advertisements, comment sheets, displays and project information materials and summary report.

DESIGN PHASE

I. **Task 9: Boundary Surveying and Parcel Verification**

1. Title Report Review and Computations
 - a. JUB will order up to 30 Title Reports from a local Title Company to encompass the complete project corridor, including anticipated construction on Grandridge, and Okanogan Avenue.
 - b. JUB will review title reports as they are received and prepare deed and easement models.
 - c. JUB will create Civil3D and Trimble Business Center project files and prepare boundary computations and analysis.
2. Boundary Field Work and Data Processing
 - a. JUB will recover and verify City of Kennewick GIS control and supplement as needed.
 - b. JUB will search for and tie section corner monuments, property pins/monuments, and road centerline monuments.
 - c. JUB will process GPS survey data, a PLS will review notes and control computations.
3. Prepare project boundary basemap.
4. Assumptions:
 - a. City will order up to 30 title reports as necessary for the project.
5. Deliverables:
 - a. Boundary basemap in AutoCAD format.

J. **Task 10: Preliminary Design – 30% Design Level**

The 30% Design will refine one (1) concept layout approved by City Council in Task 7 using roadway design standards and the preliminary geometry to minimize right of way impacts. The existing roadway centerline alignment and profile will not be adjusted as part of this project.

1. Alignment and Profile
 - a. The conceptual layout will be analyzed to ensure it is in compliance with WSDOT LAG standards. Alignment will be verified for a design speed of 35 MPH.
 - b. A Design Criteria Matrix will be submitted with the 30% design that will outline the standards being held for geometric and drainage elements of the project. The goal is to solidify and approve the design criteria matrix with the City at the 30% level.
2. Intersection Geometry and Layout, Turn Lane Design
 - a. Based on the approved conceptual layout intersection geometries will be verified for design vehicle tracking.
3. Utility Coordination
 - a. JUB will utilize the City's 811 request for utility locates for the topographic surveying and create a database of utility companies within the project area.
 - b. JUB will draft and submit Project Design Notification Letter to utility companies notifying them of the project and requesting as-built mapping of utility facilities and easements within the project area.
 - c. As-built mapping will be compiled and plotted. A site visit will be conducted comparing the drafted utilities with field conditions.
 - d. Utility plans will show the information collected in the utility coordination task and will be updated throughout the course of the project.
 - e. The project will setup to meet the standards for WSDOT Utility Manual 600.10 Subsurface Utility Engineering (SUE) quality level "B", which is defined as "This information is obtained through the application of approximate surface geophysical methods to identify the existence and approximate horizontal position of subsurface utilities. Quality Level B data are reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances and reduced onto plan

documents.” We anticipate the 811 design level locate with subsequent survey of the utility locates to satisfy this design level. If utility companies choose not to locate during the design phase, utilities will be added to the plans with the best available data utilizing quality level “C” and “D”.

Assumptions:

- a. JUB will establish the proper utility contact for each utility company and track communications with the contact throughout the project in an Excel matrix.
- b. All utility relocations are anticipated to be completed at utility cost and no agreements will be needed for the project relocations.

Deliverables:

- a. Project Design Notification Letter
4. Pathway and Sidewalk Design
 - a. At the 30% design the emphasis will be confirmation of pathway and sidewalk location and widths.
 - b. In areas where curb ramps are not expected to be reconstructed, J-U-B will perform an ADA compliance check and will make recommendations to the City on areas that may need to be brought up to current ADA standards.
5. ADA Ramp Layout
 - a. At the 30% design level the emphasis will be evaluating the standard ADA ramp types that best fit the horizontal constraints.
6. Traffic Signal Layout
 - a. Based on the lane configuration, alignment, and channelization, the approximate signal cabinet location, pedestrian pole locations, mast lengths, and signal head locations will be shown. Provide draft signal phasing plan.
7. Illumination Analysis and Layout
 - a. Research existing illumination circuits and power services for project revisions.
 - b. Based on the lane configuration, alignment, channelization, sidewalk and pedestrian crossing layout, an AGi32 lighting analysis referencing City and AASHTO standards will be performed to show a 30% intersection illumination pole layout, existing pole relocations or new quantity needs.
8. Stormwater Collection and Treatment
 - a. General storm water layout based on the geometrics and profile will be estimated. Stormwater design to tie into existing system. Detailed calculations will be done after the geometrics approval of the 30% design.
9. Retaining Wall Layout
 - a. Planning level evaluation of potential retaining wall improvements to include in the project.
 - b. Identify location of any walls needed.
 - c. Identify type of wall to be used at each location.
 - d. Identify retaining wall conflicts with utilities, signage, private improvements, etc.
10. Landscape Design
 - a. No landscape design is anticipated for the 30% design level
11. Meetings
 - a. J-U-B will schedule and attend an in-person 30% design submittal comment review meeting.

Deliverables:

K. Task 11: Geotechnical Investigation Coordination

1. J-U-B will subcontract and coordinate with GeoProfessional Innovation (GPI) to perform geotechnical exploration and analysis in retaining wall areas identified though 30% design.

2. Review draft report and send to City for review and comment
3. Finalize report with GPI and provide to City.

Assumptions:

- a. Geotechnical investigation for signal foundations is not desired by the City and is anticipated to be the responsibility of the City's Contractor during construction.
- b. The City will base pavement sections on City standard typical sections. No geotechnical evaluation will be performed to determine proposed pavement sections.

Deliverables:

- c. See GPI Geotechnical Exploration Revised Proposal dated 4-15-2024.

Task 12: Preliminary Design - 60% Design Level

1. Alignment and Profile
 - a. Incorporate City review comments from the 30% design and finalize the alignment and profile.
2. Intersection Geometry and Layout, Turn Lane Design
 - a. Incorporate City review comments from the 30% design and finalize the channelization and geometrics of the intersection.
 - b. Refine intersection lane geometry, layout, and channelization.
3. Utility Coordination
 - a. JUB will hold a utility kickoff meeting to introduce the project to the utility companies and identify future utilities that need to be accommodated in the project. Preliminary utility conflicts will be presented in the meeting and high-level utility relocation strategies will be identified.
 - b. JUB will draft a Utility Conflict Letter to each affected company notifying them of their specific project impacts. The letter will be accompanied by utility sheets showing the impacted locations and will outline the timetable the utility company has to prepare relocation plans. If the utility company is being asked to move a utility within an easement.
 - c. If additional focused information is needed at specific conflict points WSDOT Utility Manual 600.10 Quality Level "A" criteria will be used. Quality Level "A" is defined as "The precise horizontal and vertical locations of utilities are obtained by the actual exposure and subsequent measurement of subsurface utilities at specific points..." We anticipate potholing and subsequent survey of the potholed locations by the City to satisfy this design level.

Assumptions:

- a. All utility relocations are anticipated to be completed at utility's cost and no agreements will be needed for the project relocations.
- b.

Deliverables:

- a. Utility Conflict Letter
- b. Potholing Map

4. Pathway and Sidewalk Design
 - a. Incorporate City review comments from the 30% design and finalize the pathway and sidewalk location and profiles. Refine pathway and sidewalk design to fit proposed conditions and design tie-ins to existing facilities. The grading limits of the pathway and sidewalk will be shown on the 60% plans, however specific callouts will not be added until the 90% plans.
5. ADA Ramp Design
 - a. Detail each ADA Ramp using final intersection geometry. Compare the ADA grades to standards and identify any potential non-conforming situations that may require a design exception. The grading limits of the ramps will be shown on the 60% plans, however specific callouts will not be added until the 90% plans.

6. Traffic Signal Design

- a. Update 30% signal layout based on 60% Intersection and sidewalk geometry and layout. Provide signal pole, signal head and signal pole sign elevation layout sheets, draft conduit, junction box layout and draft signal equipment list.

7. Illumination Analysis and Layout

- a. Update 30% illumination analysis and layout based on 60% Intersection and sidewalk geometry and layout. Provide illumination conduit and circuit layout and calculations for allowable voltage drops. Provide a draft luminaire schedule.

8. ADA Push Button Layout and Design

- a. Update 30% pedestrian signal and ADA pushbutton pole layout based on 60% intersection and sidewalk geometry. Pushbuttons to be audible (APS) and locations to comply with most recent version of PROWAG.

9. Stormwater Collection and Treatment

- a. J-U-B will develop a storm drainage design based on the 60% design layout and intersection geometrics. Storm drainage system will utilize the existing system to the extents practical. Storm piping will tie into existing piping network and discharge into the existing stormwater pond at the NE corner of CCB and Canal Drive. It is assumed that the stormwater pond and existing pipes have adequate capacity for the new improvements.
- b. Stormwater pipes will be sized based on the Eastern Washington 3-hour short duration peak storm event.

Assumptions:

- a. A storm drainage memo or report is not anticipated nor included in the scope of work.

10. Retaining Wall Design Coordination

- a. J-U-B will define the locations of any retaining walls needed and provide top of wall (TW) and bottom of wall (BW) elevations.
- b. J-U-B will coordinate with subconsultant TranTech to accomplish retaining wall design. Reference enclosed subcontractor proposal.

11. Landscape Design

- a. J-U-B will design improvements in existing landscaped areas for locations anticipated to be disturbed during construction. Trees, shrubs, flowers, etc. will match the type and size used in previous City projects in the vicinity.
- b. Irrigation systems will be shown schematically but will require the contractor to verify actual tie-in locations to existing irrigation infrastructure during construction.

12. Traffic Control Design Coordination

- a. J-U-B will coordinate with subconsultant TranTech to accomplish traffic control design.

13. Meetings

- a. J-U-B will schedule and attend an in-person 60% design submittal comment review meeting.

M. Task 13: Right-of-Way Plans

1. Draft Right of Way Plans

- a. J-U-B shall develop draft project right of way plans in accordance with WSDOT Local Agency Guidelines Manual. The ROW plan shall contain essential data needed for Right-of-Way Obligation by WSDOT Local Programs. The plans will also be used for future tasks including preparing legal descriptions, appraisals, property negotiations/acquisition, and right of way certification activities. The plans will illustrate the following information:

- i. Survey line or centerline for the alignment, including sufficient ties to section corner monuments to physically locate the alignment.
- ii. Sufficient information for preparation or verification of legal descriptions of the affected properties and types of property interests to be acquired.
- iii. Width of the right of way (alignment), grade changes, and other design features/ details of the construction.
- iv. The property lines in their entirety and owner's names for each affected property, along with all contiguous parcels to the property being acquired and owned by the same owner, the parcel identification number; the calculated area(s) of the existing parcel(s); the areas to be acquired, including any easement areas; and the calculated area(s) of the remainder parcel(s).
- v. For affected parcels, improvements within 100' feet of the existing ROW will be shown if known, including those improvements that may be damaged by the project (i.e. commercial structures, signs, septic systems including reserve area, wells, driveways, fencing, irrigation systems, etc.).
- vi. Vicinity Map showing the project limits.
- vii. J-U-B shall submit a draft of the ROW plan to the WSDOT Local Programs Local Agency Coordinator for review and comment prior to its approval by the City to avoid conflicts at certification.

Assumptions:

- a. Draft Right of Way Plans will be based on the project footprint determined from the 60% design submittal.
- b. Right of Way scope and fee estimate assumes uncomplicated ownership with all encumbrances identified in Title Company provided reports.
- c. Assistance with legal actions such as actions to clear conflicting ownerships is not included in this scope.
- d. City will provide up to 30 title reports for impacted properties as required for the project.

Deliverables:

- a. Draft Right of Way Plans for review.

2. Final Right of Way Plans

- a. Verify and update ownership information if needed during coordinating with the Title Company and Local Agency Coordinator.
- b. The ROW plan shall be considered final and approved upon seal and signature of a registered Professional Engineer and/or Professional Land Surveyor in accordance with RCW 18.43.070 and RCW 58.09.

Assumptions:

- a. Only one revision of the draft ROW plan is anticipated to reach Final Design.
- b. No legal descriptions will be prepared in this phase of the project. Descriptions will be prepared during the Right-of-Way Phase.

Deliverables:

- a. Final Right of Way Plans for use in ROW Obligation and City selection of ROW Acquisition Services provider.

N. Task 14: Final Design - 90% and Final Design Level

1. Alignment and Profile

- a. J-U-B shall develop and provide on plans the detail alignment and profile information including:

- i. Curve Data
 - ii. Top of Curb elevations at strategic geometric locations
 - iii. Adjustments to curb profile to match geometric conditions.
- 2. Intersection Geometry and Layout, Turn Lane Design
 - a. Add detail dimensions to the plans for lanes and channelization
- 3. Utility Coordination
 - a. J-U-B will host another utility coordination meeting with each company where relocation activities will be monitored and relocation timeframes will be assigned (contingent on right of way needs/acquisition process). J-U-B will attempt to have each utility company bring relocation plans to this meeting for discussion.
 - b. After the utility-prepared relocation plans are reviewed, a Notice of Relocation Letter will be drafted to the utility company authorizing them to relocate facilities. The letter will have a date of completion for when the relocation will need to be complete or outline the steps required during construction to relocate concurrently with the contractor. The letter will be on City letterhead and signed by the City.
- Deliverables:
 - c. Notice of Relocation Letter
 - d. Utility Tracking Matrix
- 4. Roadway Superelevation
 - a. Adjust curb and pavement grade as necessary to fit condition of the intersection legs and through the intersection.
- 5. Pathway and Sidewalk Design
 - a. Finalize the location, dimensions, and details shown on the plans, focusing on the pathway connections to new sidewalks.
- 6. ADA Ramp Design
 - a. Finalize the ADA details to include elevation call outs and grades at key locations.
- 7. Traffic Signal Design
 - a. Finalize the Signal Plans and Specifications. Provide final conduit and circuit plans, and signal equipment list.
- 8. Illumination Analysis and Layout
 - a. Update 60% illumination analysis and layout based on 90% Intersection and sidewalk geometry and layout. Update illumination conduit and circuit layout and calculations for allowable voltage drops. Update plans with conduit and circuit callouts.
- 9. ADA Push Button Layout and Design
 - a. Finalize the details for the push button activation and verify proper ADA compliance for access.
- 10. Stormwater Collection and Treatment
 - a. Finalize stormwater plan and details.
- 11. Retaining Wall Design
 - a. Incorporate 60% design comments and finalize design of retaining walls.
 - b. Finalize location and extents of retaining walls, including grades at top of wall and finished grade at bottom of wall.
 - c. Sub-consultant to prepare calculation package and details for retaining walls
- 12. Landscape Design
 - a. J-U-B will refine designed improvements based on City comments on the 60% plans.
 - b. Irrigation systems will be shown schematically but will require the contractor to verify actual tie-in locations to existing irrigation infrastructure during construction.
- 13. Traffic Control Design Coordination
 - a. J-U-B will coordinate with subconsultant TranTech to accomplish traffic control design.

14. Meetings

- a. J-U-B will schedule and attend an in-person 90% design submittal comment review meeting.

O. Task 15: Plans, Specifications, and Estimate Preparation

1. 30% Plans and Estimate

- a. Compile 30% plans and Opinion of Probable Costs
- b. Identify Standard Items and non-standard items

Deliverables:

- a. 30% Strip Map at 1"=50' Scale; PDF Deliverable
- b. Draft Design Criteria Matrix
- c. 30% Design Level Opinion of Probable Cost to include 30% Contingency

2. 60% Plans and Estimate

- a. Compile 60% plans and update quantities to reflect revisions incorporated from the 30% review comments.
- b. Identify by outline which items will require development of special provisions.

Deliverables:

- i. 60% Design Level Plans
- ii. 60% Design Level Opinion of Probable Cost to include 15% Contingency

3. 90% Plans, Special provisions, and Estimate

- a. Compile 90% plans and update quantities to reflect revisions incorporated from the 60% review comments.
- b. Develop Special Provisions and GSP's

Deliverables:

- i. 90% Design Level Plans
- ii. 90% Design Level Opinion of Probable Cost to include 5% Contingency
- iii. Special Provisions and GSP's in Word format

4. Ad Ready Plans, Special Provisions, and Estimate

- a. Incorporate City review comments from the 90% submittal.
- b. Update the Special Provisions and coordinate with City the inclusion of the proposal documents.

Assumptions:

- i. Ad Ready PS&E Package will incorporate City comments from the 90% PS&E review. J-U-B will finalize and stamp plans ready for Advertisement. City to provide assistance in preparing Bid Ready contract documents.
- ii. If the project is delayed, any rework required to bring the design, plans, or specifications to meet current requirements will be additional work. Restarting and stopping design impacts staff resources and will be considered additional work.

Deliverables:

- iii. Ad Ready Plans and Specifications
- iv. Engineer's Opinion of Probable Costs

P. Task 16: Reimbursable Expenses

1. Reimbursable expenses incurred in the various tasks will be invoiced monthly. Anticipated expenses include mileage, survey equipment charges, title reports, potholing, etc.

Q. Task 17: Project Closeout

1. Prepare record drawings, if necessary.

- a. The record drawings will be prepared based on information gathered during field observations as well as information provided by others. The accuracy or completeness of information provided by others will not be verified by J-U-B.
 - b. If the record drawings will be a public record, J-U-B will grant the public entity with jurisdiction the right to copy and disseminate the hard copy or digital image to those who legitimately request the information in writing. Any release, use, or reuse by the public entity, any individual, or organization, shall be at the public entity's, individual's, and/or organization's sole risk and without liability or legal exposure to J-U-B.
 - c. Any seals of the registrants included on the record drawings will represent that the drafting of the record drawing information was completed by staff under the registrants' responsible charge.
2. Archive paper and electronic files and records.
 3. Communicate the project completion to CLIENT and other affected agencies and stakeholders, as required.
 4. Close financial billing and accounting records in J-U-B's financial and record-keeping systems.

R. Task 18: Management Reserve Fund

1. The Management Reserve Fund establishes a pre-authorized budget for additional tasks that may be requested by the City's Authorized Representative and performed by J-U-B upon mutual agreement of scope, budget, and schedule.
2. J-U-B will not exceed the pre-authorized amount without City approval.

S. Task 990: Fixed Fee

1. Direct Cost Task for Fixed Fee portion of the contract.

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

A. CLIENT-Provided Work - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:

1. Topographic surveying and survey basemap preparation/delivery
2. Traffic count data for both public roadways and commercial accesses/driveways in corridor
3. Assistance in coordinating with Public Works staff for meetings and reviews.
4. Assistance with contacting property owners for site visits.
5. Assistance working with WSDOT Local Programs during PS&E and right-of-way reviews.
6. Assistance during compiling and publishing Bid Ready contract package.
7. Project oversight and direction

B. Additional Services - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:

1. ROW Appraisals, Negotiations and Acquisitions
2. Bidding Assistance and Award Phase Services
3. Construction Administration and Observation

Part 4 - Exhibit(s):

- Exhibit A-1: GeoProfessional Innovation Revised Proposal (Scope of Service and Fee Estimate) dated 4-15-2024.
- Exhibit A-2: TranTech Engineering Revised Scope of Work dated 4-12-2024.

For internal J-U-B use only:

PROJECT LOCATION (STATE): Washington

TYPE OF WORK: City

R&D: Yes

GROUP: Transportation

PROJECT DESCRIPTION(S):

- a. Highway/Interstate/Roadway (H07)
- b. Traffic/Transportation (T03)



April 15, 2024
File: PUP24118

Mr. Travis Marden, P.E.
J-U-B Engineers, Inc.
3611 S. Zintel Way
Kennewick, WA 99337

RE: **Revised Proposal**
Geotechnical Engineering Evaluation
Columbia Center Boulevard Improvements
Retaining Wall Evaluation
Kennewick, Washington

Good day, Travis.

GeoProfessional Innovation Corporation (GPI) thanks you for another opportunity to provide J-U-B Engineers, Inc. (J-U-B) with geotechnical engineering services in support of the planned improvements to Columbia Center Boulevard (CCB) in Kennewick, Washington. J-U-B is retained by the City of Kennewick (City) to provide design and construction documents for the planned improvements. We look forward to using our experiences with you on numerous other transportation projects throughout the region, to provide you with the geotechnical services proposed herein. The following text summarizes our project understanding, service scope, anticipated schedule, and fee estimate.

PROJECT UNDERSTANDING

Existing Site Conditions

CCB is one of the City's primary arterial streets, providing direct connectivity between State Route 240 and the main City commercial areas. The planned improvement alignment extends along the existing CCB alignment between the Deschutes Avenue and Quinault Avenue intersections. This segment of CCB is lined on both sides with various commercial and residential developments. The existing asphalt-paved roadway is approximately 70-feet wide (curb-to-curb) with pedestrian hardscapes along both the east and west sides of the road. The alignment widens to approximately 115-feet wide at the north end to accommodate a landscaped island in the center of CCB. The existing roadway surface grades downward from south to north, creating about 90-feet of elevation change between the Deschutes and Quinault Avenue intersections.

Existing grades along the alignment are established such that the south half of the planned improvement area exists predominantly at grade or in cuts below the adjacent ground surface. Between the Deschutes and Grandridge Boulevard intersections, existing cut slopes on either side of CCB appear to be inclined at approximately 3H:1V (horizontal to vertical) facilitating approximately 2 to 10 feet of vertical grade change between the CCB pavement surface and adjacent properties. On the north half of the alignment, between the Grandridge and Quinault intersections, the west side of CCB exists in cuts below adjacent ground surface ranging from 2 to 10 feet. The east side of CCB, between the Grandridge and West Okanogan Place intersections, is constructed over fill embankments that appear sloped at 2H:1V with approximately 8 to 10 feet of vertical elevation change. North of the Okanogan Place intersection, the east side of CCB is approximately coincident with adjacent existing grades.

Stormwater is presently collected off the CCB roadway surface via curb and gutter along each side of the roadway and directed into storm sewer drain grates for disposal in the City's existing stormwater management system. We anticipate the CCB improvement area is traversed by numerous subsurface utilities including both franchise and public alignments.

Neither groundwater nor bedrock are anticipated within 20 feet of the existing ground surface. From other work in the area, we anticipate the subgrade soil will be alluvial sand underlain at varying depths by dense, coarse gravel. We anticipate some man-placed fill deposits will be encountered associated with extensive existing development along the improvement alignment. There are no open channels or natural drainages immediately proximate to the project area. The Columbia River is approximately 1 mile to the north and more than 100 feet lower in elevation than the project alignment.

Proposed Construction

This project's purpose is to increase traffic capacity by widening the CCB alignment 12-feet in both the east and west directions. The improvements will include signal and intersection modifications, new curb, gutter, sidewalk, curb ramps, storm drainage, illumination, retaining walls, and landscaping. The project delivery process must adhere to WSDOT and FHWA requirements.

The approximate planned retaining wall alignments are shown on Plate 1, attached to this proposal. The planned retaining walls will be designed by J-U-B's subconsultant, TranTech Engineering, LLC (TranTech). The wall types will be selected from the Washington State Department of Transportation's (WSDOT's) pre-approved wall systems. Specifically, new retaining walls along the west side of CCB will be constructed in cut sections and will comprise reinforced concrete (RC) cantilevered walls, anticipated to be supported on typical shallow spread footings. These RC walls will vary in finished, exposed height from 2 to 12-feet. New retaining walls along the east side of CCB will be structural earth walls (SEW) constructed to support fill embankments ranging from 2 to 4 feet in finished exposed height. SEW will comprise geosynthetic-reinforced concrete block or wire-faced structures.

Various other improvements are planned as part of this project. However, per J-U-B's request, GPI's scope is solely focused on providing geotechnical information and recommendations to aid TranTech's design for the retaining walls described herein.

GEOTECHNICAL SERVICES

GPI proposes to provide the following scope of geotechnical services based on our current project understanding, anticipated site conditions, our discussions with you to date, and our experience on similar transportation projects. Specifically, the proposed exploration scope described below was developed based on our communication with J-U-B regarding the City's desired level of geotechnical investigation. The following tasks describe our anticipated scope of geotechnical services.

1. Review data provided by J-U-B and attend 1 or 2 concept meetings as necessary to evaluate right-of-way conditions and drill access constraints; coordinate exploration locations with J-U-B and the City such that access to private property and exploration timing is properly facilitated.
2. Coordinate subsurface exploration with the Washington Utility Notification Center, the City, and J-U-B to help reduce the potential for damage to subsurface utilities during exploration. We recommend

J-U-B and the City coordinate with the WSDOT and/or adjacent property owners to mark any private utilities within the improvement alignment and to facilitate required ROW permits. Further, GPI will retain a private utility locator to help identify subsurface utilities within 30 feet of proposed boring locations prior to exploration. The private and public utility location services do not guarantee that all utilities will be identified. Rather, it is an additional effort to help avoid utilities that could be impacted in boring locations. Conceptual boring locations are shown on Plate 1, *Proposed Exploration Map*, appended to this proposal.

From our discussions with J-U-B, we understand the planned exploration locations shown on Plate 1 are outside of the CCB travel way and can be accessed by our geotechnical drilling equipment without the need for traffic control or impacting traffic along CCB. We understand that J-U-B and the City will create the necessary understanding with adjacent property owners to facilitate equipment access for exploration. As illustrated on Plates 1A and 1B, some exploration locations assume that it is acceptable to pull equipment up onto sidewalks, shoulders, or walkways to reduce impacts to traffic. In these locations, the sidewalk or path will be closed, and the equipment will be coned off adjacent to the traffic.

3. Explore the subsurface soil conditions via 5 to 6 borings within the planned retaining wall alignments. Borings will extend 10 to 20 feet deep with standard penetration test (SPT) sampling at 2.5- to 5-foot intervals. Borings will extend to these depths, or to refusal on bedrock, debris, dense gravel, heaving sand, or other obstruction. Coring will not be performed to penetrate refusal material.

GPI staff will observe exploration and visually classify and describe the soil encountered in explorations in reference to the *Unified Soil Classification System* (USCS). GPI staff will also collect soil samples at various depths and locations from soil borings for transport to our laboratory. We will record the asphalt section thickness, identify fill deposits, document depth to groundwater and bedrock in explorations, if encountered. Borings will be loosely backfilled upon completing exploration, plugged with bentonite, and patched with cold asphalt or cement grout where they penetrate existing pavement. The exploration locations will not be landscaped, reseeded, or recompacted. Some rutting, landscape disturbance, and other surface damage must be anticipated as part of exploration. Our budget and scope do not include repairing such damage. Excess soil cuttings from exploration will be removed from the site.

4. Accomplish laboratory testing referencing *ASTM International* (ASTM) laboratory testing procedures. Depending on the conditions encountered, we anticipate laboratory testing may include but is not limited to:

☞ Natural moisture content	☞ pH, sulfate content, & resistivity
☞ Grain-size distribution	☞ Modified Proctor density
☞ Organic content & cation exchange capacity	☞ Direct Shear (in-situ, or remolded)

Laboratory test results will be used to correlate soil design parameters, such as compressibility and shear strength.

5. Perform geotechnical engineering analysis and evaluation using our subsurface exploration and site characterization data. Currently, we anticipate providing the following geotechnical design and construction recommendations for the planned retaining walls:

 Earthwork

- Excavation characteristics
 - Temporary excavation slopes
- Wet weather/wet soil construction
- Wall foundation subgrade preparation
- Structural fill criteria
- Required compaction
- Material recycling considerations
- Site soil reuse
- Geosynthetic applications

 Retaining Wall Design & Construction

- Range of applicable soil characteristics wall design
- Applicable wall types
- Global wall stability evaluation
- LRFD foundation design criteria
- Foundation embedment
- Estimated vertical settlement
- Estimated lateral deformation
- Potential impacts to adjacent structures
- Static equivalent fluid weights for active, at-rest, and passive conditions
- Surcharge load considerations
- Seismicity & site class
- Corrosion potential

 Site Drainage

- Surface grading considerations
- Stormwater disposal considerations
- Wall backfill & foundation drainage

 Geotechnical Design Continuity

6. Provide an electronic draft of our deliverable for review by J-U-B, the City, and your other project team members, including our exploration and laboratory test results as well as schematics necessary to illustrate our recommendations.
7. Incorporate the project teams' comments on our draft deliverable and issue a final electronic deliverable for design use.

LIMITATIONS

The scope of services presented herein does not include providing our evaluation in a specific WSDOT report format or interacting with the City, County, WSDOT, or other agency officials outside of J-U-B regarding our geotechnical analyses and recommendations. We understand our typical deliverable format is acceptable for this project. Neither does our scope include civil or structural design, final wall design, project surveying, pavement section design, hydraulic analysis, erosion control, site-specific seismic

response, evaluating alternate wall or foundation systems beyond those discussed, shoring design, developing a project safety plan, specification development or construction observation.

The exploration scope proposed herein is based on our discussions with J-U-B regarding the City's desired level of geotechnical investment. If we learn that additional exploration is required to satisfy WSDOT or FHWA design requirements, we will notify you immediately. We do not propose to use core drilling techniques to penetrate refusal material and drilling is planned during daylight hours. In addition, our scope has not budgeted for draft document iterations other than the single iteration contemplated in the scope. Additional iterations will be billed on a time and expense basis.

Coordination with the State, County, and other public agencies or private entities with respect to permitting, alignment access, or right-of-way (ROW) considerations for our proposed exploration work will be performed by J-U-B, the City or your designees. Our fee estimate does not include retaining traffic control subcontractors, ROW access fees or permits. If we identify project conditions or required tasks above and beyond those presented herein, we will contact J-U-B immediately.

ANTICIPATED SCHEDULE & FEE ESTIMATE

We anticipate initiating our planning and coordination for geotechnical exploration immediately upon receiving formal authorization to proceed. We understand that once final wall alignments and configurations are selected, the planned exploration locations shown on Plate 1 may need to be modified. Once wall alignments are established and exploration locations finalized, we anticipate 4- to 5-week lead time will be required to mobilize our drilling subcontractor for exploration. This schedule may vary pending subcontractor availability, weather, site access restrictions, or other factors beyond our control. Once we are mobilized to the site, we anticipate exploration will be accomplished over the span of 1 to 2 business days.

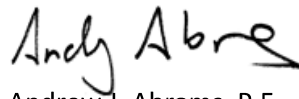
Laboratory testing will be completed within 4 weeks after completing exploration. We anticipate providing our draft geotechnical engineering deliverable 6 weeks after exploration is complete. This requires planned wall alignments, grading and drainage concepts be readily available for our use immediately after exploration. If we identify conditions that will impact our schedule, we will notify you immediately. Preliminary geotechnical information can be provided upon request to assist the design team.

Based on our understanding of the project concept at this time, and our experience with similar developments, we propose to perform the geotechnical evaluation on a cost-plus-fixed-fee basis estimated at \$29,988.35. Our manhour and expense fee estimate is provided as Appendix A. Additional evaluation, exploration, testing, or other services outside of those described herein will increase our fees. However, we will not exceed this amount without your prior written approval.

AUTHORIZATION

Our services will be provided referencing the terms and conditions outlined in Appendix B, *GeoProfessional Innovation Corporation (GPI) General Conditions*. Please review and coordinate with us if clarification is required regarding the agreement or if you require specific modifications to meet the project needs. To authorize our services under these terms, please execute and return a copy of the agreement. Alternately, please issue a Professional Services Agreement referencing this proposal for our review and execution. We appreciate the opportunity to continue our professional relationship with J-U-B and specifically, working with you Travis. Please contact us if you have any questions about this submittal, our firm, or the services we can provide.

Sincerely,
GPI



Andrew J. Abrams, P.E.
Engineering Services Manager

AJA/sb

Attachments: Plate 1 - Exploration Map
Appendix A - Manhour and Subcontractor Estimate
Appendix B - GeoProfessional Innovation Corporation (GPI) General Conditions

LEGEND



Proposed boring location

(10-15) Proposed exploration depth range (feet)



PROPOSED EXPLORATION MAP
Columbia Center
Boulevard Improvements
Kennewick, Washington



PU24118

PLATE 1A

LEGEND



Proposed boring location

(10-15) Proposed exploration depth range (feet)



PROPOSED EXPLORATION MAP
Columbia Center
Boulevard Improvements
Kennewick, Washington



PU24118

PLATE 1B

APPENDIX A
Manhour and Expense Fee Estimate

Geotechnical Subconsultant
GPI

Project Name: Columbia Center Boulevard Widening (PUP24118)
Consultant Name: GeoProfessional Innovation (GPI)
Geotechnical Design Services
Manhour Fee Estimate

		Total L-Days	Principal L-Days	Senior Engineer L-Days	Project Geologist L-Days	Staff Engineer 1 L-Days	Staff Engineer 2 L-Days	Clerical L-Days
Task	Final Design							
Task 1	Project Orientation, Concept Review, Setup, Meetings	1	0.25	0.5	0	0	0	0.25
Task 2	Staking Borings, Utility Locate, Subcontractor Coordination	1	0	0.5	0	0	0.5	0
Task 3	Exploration	2	0	0	0.5	0	1.5	0
Task 4	Laboratory Testing	1	0	0.5	0	0.25	0.25	0
Task 5	Design Analysis	6.75	0.25	1.5	0	2.5	2.5	0
Task 9	Draft Report	6.75	0.25	0.5	0.5	1.5	3.5	0.5
Task 10	Final Report	1.75	0.25	0.25	0	0.5	0.5	0.25
	Total Labor Days	20.25	1	3.75	1	4.75	8.75	1

MATERIALS SALARY COSTS

A. Summary of Labor-Day Costs

1	Principal	1	L-Days =	8.0	L-Hours x	\$ 67.50	Hour =	\$ 540.00
2	Senior Engineer	3.75	L-Days =	30.0	L-Hours x	\$ 56.75	Hour =	\$ 1,702.50
3	Project Geologist	1	L-Days =	8.0	L-Hours x	\$ 37.06	Hour =	\$ 296.48
4	Staff Engineer 1	4.75	L-Days =	38.0	L-Hours x	\$ 32.00	Hour =	\$ 1,216.00
5	Staff Engineer 2	8.75	L-Days =	70.0	L-Hours x	\$ 29.00	Hour =	\$ 2,030.00
6	Clerical	1	L-Days =	8.0	L-Hours x	\$ 36.06	Hour =	\$ 288.48

TOTAL DIRECT PAYROLL **\$ 6,073.46**

B. Payroll Burden & Fringe Benefit Costs

1	Indirect Labor, Overhead & Fee	\$ 6,073.46	x	\$ 1.7753	=	\$ 10,782.21
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TOTAL PAYROLL BURDEN & FRINGE BENEFIT COSTS **\$ 16,855.67**

C. Fixed Fee

1		12%
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TOTAL FIXED FEE **\$2,022.68**
TOTAL LABOR / PAYROLL / FIXED FEE **\$ 18,878.35**

D. Out-of-Pocket Costs

1	Mileage	-	x	\$ 0.625	=	\$ -
2	Exploration Expenses	-	x	\$ 150.00	=	\$ -
3	Lodging (days)	-	x	\$ 175.00	=	\$ -
4	Laboratory: Natural Moisture Content	5	x	\$ 20.00	=	\$ 100.00
5	Laboratory: Grain Size Distribution	1	x	\$ 165.00	=	\$ 165.00
6	Laboratory: Atterberg Limits	1	x	\$ 105.00	=	\$ 105.00
7	Laboratory: Modified Proctor	1	x	\$ 210.00	=	\$ 210.00
8	Laboratory: Organic Content, pH, Resistivity, Sulfate, & Cation Exchange Suite	2	x	\$ 215.00	=	\$ 430.00
9	Laboratory: Direct Shear Strength	2	x	\$ 875.00	=	\$ 1,750.00
10		-	x	\$ -	=	\$ -

TOTAL OUT-OF-POCKET COSTS **\$ 2,760.00**

E. Subcontractors

1	Exploration Drill Subcontractor	1	x	\$ 7,700.00	=	\$ 7,700.00
2	Private Utility Locate Subcontractor	1	x	\$ 650.00	=	\$ 650.00
3	Traffic Control (Not Included)	-	x	\$ -	=	\$ -
4		-	x	\$ -	=	\$ -

TOTAL SUBCONTRACTOR COSTS **\$ 8,350.00**

TOTAL FEE ESTIMATE **\$ 29,988.35**

EXHIBIT A-2

SCOPE OF WORK

City of Kennewick – Columbia Center Widening

PROJECT NAME: Columbia Center Widening

CLIENT: City of Kennewick

DATE: 4-12-2024

PART 1 - PROJECT UNDERSTANDING

Columbia Center Boulevard (CCB) is one of the City's primary arterial streets, providing direct connectivity between State Route 240 and the main commercial areas in Kennewick. This T-1 Freight Corridor sees the highest traffic volumes in the City. Any construction related activities within the corridor potentially impact the Columbia Center Mall, Costco, Toyota Center, Three Rivers Convention Center, and a number of other key businesses. As a result of the Vista Field redevelopment and the Three Rivers Entertainment Development, traffic volumes in the Columbia Center Opportunity Area are expected to increase significantly. Eliminating split phasing at Grandridge Blvd and adding capacity at the side streets will minimize the green time required to serve cross-street movements. Longer westbound queues on Grandridge Blvd and Okanogan PI will need to be evaluated to ensure appropriate traffic control and capacity at their intersections with Colorado St. Traffic forecasting and modeling along the corridor was completed several years ago when the City Transportation Plan was prepared and is in need of a refresh. The City will be providing all new traffic counts and intersection turning movement data. J-U-B will take that data and provide updated traffic forecasts using the regional travel demand model and perform traffic operations modeling to determine and/or confirm numerous proposed improvements within the project limits to determine appropriate traffic control, lane configurations, and storage queue lengths.

Design is for three submittals, five walls, and a total length of 2,300 ft; the walls will have different foundation requirements and details.

CONSULTANT services include the following work:

PART 2 - SCOPE OF WORK

CONSULTANT's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of AGENCY.

A. Task 010: Project Management

1. Assumptions:
 - (a) Up to 15 months of project management.
2. Deliverables:
 - (a) Invoices and project status.

B. Task 020: Meetings

1. Subconsultant team members shall attend meetings as related to their specific tasks as requested by CONSULTANT. At key milestones we anticipate meeting with Agency and WSDOT to explain the submittal and/or discuss review comments and project issues.

2. Assumptions:

- (a) Project meetings – Assume up to 1 per month depending on scheduled activities (15 meetings total over 15 months)
- (b) WSDOT/Agency meetings (6 meeting (3) including TranTech)

C. Task 030 – 30% Design

1. Portion of the CONSULTANT scope will be done by TranTech including the following design components:

- (a) Traffic Management / Traffic Control Plans
- (b) Structural - Retaining Wall Design

2. Assumptions:

- (a) Specifications will not be included in the 30% submittal.
- (b) Five wall segments west of the project will be designed.
- (c) The WSDOT standard plan retaining wall designs will be used, and structural design is reduced. Needed for incorporation of the crash-tested concrete barrier at the top of the wall.
- (d) WSDOT standard plans will be used for the wall details and accessories.
- (e) Roadway surfaces and top and bottom elevations of exposed wall will be provided by J-U-B to TranTech.
- (f) Traffic Control Plans will consist of six TCP setups, each with a diagram of device and sign layouts, buffer and spacing table, staging diagram and notes.

3. Deliverables:

- (a) 30% Plans

D. Task 040 – 60% Design

1. Portion of the CONSULTANT scope will be done by TranTech including the following design components:

- (a) Traffic Management / Traffic Control Plans
- (b) Structural - Retaining Wall Design

2. Assumptions:

- (a) Specifications will not be included in the 60% submittal.
- (b) Five wall segments west of the project will be designed.
- (c) The WSDOT standard plan retaining wall designs will be used, and structural design is reduced. Needed for incorporation of the crash-tested concrete barrier at the top of the wall.
- (d) WSDOT standard plans will be used for the wall details and accessories.
- (e) Roadway surfaces and top and bottom elevations of exposed wall will be provided to TranTech.
- (f) Traffic Control Plans will consist of six TCP setups, each with a diagram of device and sign layouts, buffer and spacing table, staging diagram and notes.

3. Deliverables:

- (a) 60% Plans
- (b) Opinion of Probable Cost

E. Task 050 – Final Design

1. Portion of the CONSULTANT scope will be done by TranTech. TranTech will incorporate review comments from the 60% submittal, refine design, add plan notes and detail needed for construction for their respective design components.
2. TranTech shall update the final revisions to quantities and the Opinion of Probable Cost for their respective design components.
3. TranTech shall develop bid documents including contract documents, special provisions, and appendix information. TranTech will provide any special provisions related to their respective design components.
4. Assumptions:
 - (a) Final Design Submittal will consist of two submittals. The 95% submittal will be complete except for wage rates and WSDOT provided DBE and Training goals. The Bid Ready submittal will include the latest published wage rates, and incorporate WSDOT comments, and established goals.
 - (b) Supplemental revisions to plans and specifications are subject to updates to Standard Specifications, General Special Provisions and WSDOT Policies.
 - (c) Five wall segments west of the project will be designed.
 - (d) The WSDOT standard plan retaining wall designs will be used, and structural design is not required.
 - (e) WSDOT standard plans will be used for the wall details and accessories.
 - (f) The following structural plan sheets were assumed for budgeting purposes:

Sheet Name	30%	60%	Final
Wall General Notes	1	1	1
Wall Layouts	5	5	5
Typical Wall Sections	1	2	2
Wall detail sheets	0	1	1
Total	7	9	9

- (g) Traffic Control Plans will be finalized based on final designs.
5. Deliverables:
 - (a) 95% Submittal
 - (b) TranTech - Special provisions to be incorporated into Bid Ready Contract
 - (c) Design documentation including quantity calculations for bid items.

PART 3 - ADDITIONAL SERVICES

- A. Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
1. Bidding and Award Phase Services
 2. Construction Administration and Observation
-

Exhibit B DBE Participation

TranTech Engineering, LLC is certified by the Washington State Office of Minority & Women's Business Enterprises and a DBE firm. See attached Certified Profile.

TranTech's role on this project is defined in the Scope of Work Exhibit A-2.

TranTech's estimated fee for this project is \$110,300 per Exhibit E-2

Certification Number: D2W0025137

Agreement Number: 07-24-042

Travis Marden

From: Nugent, Phil <NugentP@wsdot.wa.gov>
Sent: Wednesday, January 17, 2024 4:43 PM
To: Heath Mellotte
Cc: Ryan Durham
Subject: FW: Kennewick Columbia Center Blvd STIP ID WA-07765 Consult DBE Goal
Attachments: Consult Est PE.pdf

Heath,

The consultant DBE goal for the CCB Widening project is 13%. See below. Official notice to follow.

Thanks,
Phil

From: Doty, Jacki <DotyJ@wsdot.wa.gov>
Sent: Wednesday, January 17, 2024 4:35 PM
To: Nugent, Phil <NugentP@wsdot.wa.gov>
Cc: Wonch, William <WonchW@wsdot.wa.gov>
Subject: RE: Kennewick Columbia Center Blvd STIP ID WA-07765 Consult DBE Goal

Good Afternoon, Phil,

Please see the diversity requirement for the above referenced project below:

- DBE goal - 13%

Please be aware that if the Agency adds funding to this agreement in the future, it may need to be resubmitted for DBE goal evaluation at that time.

Please let me know if there is anything additional you may need; thank you.

Jacki Doty (She/Her)
WSDOT Local Programs
C: 564.669.0744
DotyJ@wsdot.wa.gov

From: Nugent, Phil <NugentP@wsdot.wa.gov>
Sent: Thursday, January 11, 2024 8:17 AM
To: WSDOT Local Programs Engineering Project Development
<LocalProgramsEngineeringProjectDevelopment@WSDOT.WA.GOV>
Subject: Kennewick Columbia Center Blvd Consult DBE Goal

Good Morning,

Attached is Kennewick's Independent Estimate for Consultant Services for the PE phase of their Columbia Center Boulevard Widening project. Please provide a DBE goal for this agreement.

Thanks,

Phil Nugent
WSDOT SCR
Local Programs
(509) 961-5639
nugentp@wsdot.wa.gov

Business & Contact Information

BUSINESS NAME	Trantech Engineering LLC
OWNER	Mr. Khashayar Nikzad
ADDRESS	365 118TH AVE SE STE 100 Bellevue, WA 98005 [map]
PHONE	425-453-5545
FAX	425-453-6779
EMAIL	knikzad@trantecheng.com
WEBSITE	http://www.trantecheng.com
COUNTY	King (WA)

Certification Information

CERTIFYING AGENCY	Washington State Office of Minority & Women's Business Enterprises
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	Trantech Engineering LLC provides services related to the design of transportation infrastructures. These services include structural bridge design and rehabilitation, civil roadway traffic signal design, construction management, and construction inspection.

Commodity Codes

Code	Description
NAICS 541330	Engineering consulting services
NAICS 237310	Construction management, highway, road, street and bridge

Additional Information

UDBE	Yes
SBE CERTIFICATION	Yes
UBI #	602507862
CERTIFICATION NUMBER	D2W0025137

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

CONSULTANT shall process and adjust GPS observation data via National Geodetic Survey (NGS) On-Line Positioning Users System (OPUS) website and/or Trimble Business Center (TBC).

B. Roadway Design Files

CONSULTANT will use design software typical for roadway design and the specific task. CONSULTANT roadway design software consists of AutoCAD, Civil 3D, Microstation and Inroads.

C. Computer Aided Drafting Files

CONSULTANT uses AutoCAD and/or Microstation for CAD.

D. Specify the Agency's Right to Review Product with the Consultant

CONSULTANT will provide electronic files upon request for AGENCY use.

E. Specify the Electronic Deliverables to Be Provided to the Agency

CONSULTANT will provide the project base CAD file upon request for AGENCY use.

All electronic deliverables will be pdf file type unless requested otherwise.

F. Specify What Agency Furnished Services and Information Is to Be Provided

AGENCY shall provide one set of compiled review comments for each submittal.

AGENCY will provide any related As-built plans in the vicinity of the project.

AGENCY will prepare all environmental documentation and permitting required for the project

AGENCY will provide all traffic count data, turning movement counts, existing Synchro model and signal timing programming data.

AGENCY will provide all topographic surveying and base drawing preparation, including the existing ground surface model.

AGENCY will provide other services as noted in Exhibit A Scope of Work.

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

Email and FTP are the common methods for exchanging electronic data. CONSULTANT will either provide a FTP site or cloud based site to download files that are too large for an attachment to email.

A. Agency Software Suite

Adobe PDF
Microsoft Word
Microsoft Excel

B. Electronic Messaging System

CONSULTANT uses Email and MS Teams.

C. File Transfers Format

Adobe PDF
Microsoft Word
Microsoft Excel
AutoCAD Civil 3D
ZIP for compressed files

Exhibit D

Prime Consultant Cost Computations

See attached Exhibit D-1 Consultant Fee Determination - Summary Sheet

Agreement Number: 07-24-042

Direct Salary Cost (DSC):

Page 84 of 202

EXHIBIT F
Breakdown of Overhead Cost
Year Ending December 31, 2022

FRINGE BENEFITS		
	Beginning Total	% of Direct Labor
Direct Labor	24,082,615	
FICA	3,226,974	13.40%
Unemployment	149,460	0.62%
Medical Aid and Industrial Insurance	91,875	0.38%
Company Insurance and Medical	4,548,061	18.89%
Vacation, Holiday, and Sick Leave	5,577,774	23.16%
Commission and Pension Plan	2,704,472	11.23%
Total Fringe Benefits	16,298,616	67.68%
GENERAL OVERHEAD		
Administration and Time Not Assignable	12,916,231	53.63%
Bonus	4,625,599	19.21%
State B &O Taxes	320,209	1.33%
Insurance	584,966	2.43%
Printing, Stationery, and Supplies	462,669	1.92%
Professional Services	560,491	2.33%
Travel Not Assignable	1,341,860	5.57%
Telephone and Telegraph Not Assignable	320,207	1.33%
Fees, Dues, Professional Meetings	137,797	0.57%
Utilities and Maintenance	323,406	1.34%
Professional Development	226,617	0.94%
Rent	2,553,289	10.60%
Equipment Support ; Depreciation & Computer expense	3,034,949	12.60%
Office Miscellaneous, Postage	47,574	0.20%
PPP Loan Forgiveness	0	0.00%
Total General Overhead	27,455,864	114.01%
Total Overhead Fringe + General	43,754,480	181.68%
Cost of money (FCCM)	231,162	0.96%
Total Overhead Fringe, General and FCCM	43,985,642.00	182.64%



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

June 30, 2023

J-U-B Engineers, Inc.
2760 W Excursion Lane, Ste 400
Meridian, ID 83642

Subject: Acceptance FYE 2022 ICR – Cognizant Review

Dear Jessica Fisher

We have accepted your firms FYE 2022 Indirect Cost Rate (ICR) of 182.64% of direct labor (rate includes 0.96% Facilities Capital Cost of Money) based on the “Cognizant Review” from the Idaho Transportation Department. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultantrates@wsdot.wa.gov.

Regards;

Schatzie Harvey
[Schatzie Harvey \(Jul 3, 2023 06:36 PDT\)](#)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:HK

Exhibit E

Sub-consultant Cost Computations

If no sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.

GeoProfessional Innovation - See attached Exhibit E-1

TranTech Engineering LLC - See attached Exhibit E-2

Agreement Number: 07-24-042

EXHIBIT E-1

Manhour and Expense Fee Estimate

Geotechnical Subconsultant
GPI

Project Name: Columbia Center Boulevard Widening (PUP24118)

Consultant Name: GeoProfessional Innovation (GPI)

Geotechnical Design Services

Manhour Fee Estimate

		Total L-Days	Principal L-Days	Senior Engineer L-Days	Project Geologist L-Days	Staff Engineer 1 L-Days	Staff Engineer 2 L-Days	Clerical L-Days
Task	Final Design							
Task 1	Project Orientation, Concept Review, Setup, Meetings	1	0.25	0.5	0	0	0	0.25
Task 2	Staking Borings, Utility Locate, Subcontractor Coordination	1	0	0.5	0	0	0.5	0
Task 3	Exploration	2	0	0	0.5	0	1.5	0
Task 4	Laboratory Testing	1	0	0.5	0	0.25	0.25	0
Task 5	Design Analysis	6.75	0.25	1.5	0	2.5	2.5	0
Task 9	Draft Report	6.75	0.25	0.5	0.5	1.5	3.5	0.5
Task 10	Final Report	1.75	0.25	0.25	0	0.5	0.5	0.25
Total Labor Days		20.25	1	3.75	1	4.75	8.75	1

MATERIALS SALARY COSTS

A. Summary of Labor-Day Costs

1	Principal	1	L-Days =	8.0	L-Hours x	\$ 67.50	Hour =	\$ 540.00
2	Senior Engineer	3.75	L-Days =	30.0	L-Hours x	\$ 56.75	Hour =	\$ 1,702.50
3	Project Geologist	1	L-Days =	8.0	L-Hours x	\$ 37.06	Hour =	\$ 296.48
4	Staff Engineer 1	4.75	L-Days =	38.0	L-Hours x	\$ 32.00	Hour =	\$ 1,216.00
5	Staff Engineer 2	8.75	L-Days =	70.0	L-Hours x	\$ 29.00	Hour =	\$ 2,030.00
6	Clerical	1	L-Days =	8.0	L-Hours x	\$ 36.06	Hour =	\$ 288.48

TOTAL DIRECT PAYROLL \$ 6,073.46

B. Payroll Burden & Fringe Benefit Costs

1	Indirect Labor, Overhead & Fee	\$ 6,073.46	x	\$ 1.7753	=	\$ 10,782.21
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TOTAL PAYROLL BURDEN & FRINGE BENEFIT COSTS \$ 16,855.67

C. Fixed Fee

1		12%
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TOTAL FIXED FEE \$2,022.68
TOTAL LABOR / PAYROLL / FIXED FEE \$ 18,878.35

D. Out-of-Pocket Costs

1	Mileage	-	x	\$ 0.625	=	\$ -
2	Exploration Expenses	-	x	\$ 150.00	=	\$ -
3	Lodging (days)	-	x	\$ 175.00	=	\$ -
4	Laboratory: Natural Moisture Content	5	x	\$ 20.00	=	\$ 100.00
5	Laboratory: Grain Size Distribution	1	x	\$ 165.00	=	\$ 165.00
6	Laboratory: Atterberg Limits	1	x	\$ 105.00	=	\$ 105.00
7	Laboratory: Modified Proctor	1	x	\$ 210.00	=	\$ 210.00
8	Laboratory: Organic Content, pH, Resistivity, Sulfate, & Cation Exchange Suite	2	x	\$ 215.00	=	\$ 430.00
9	Laboratory: Direct Shear Strength	2	x	\$ 875.00	=	\$ 1,750.00
10		-	x	\$ -	=	\$ -

TOTAL OUT-OF-POCKET COSTS \$ 2,760.00

E. Subcontractors

1	Exploration Drill Subcontractor	1	x	\$ 7,700.00	=	\$ 7,700.00
2	Private Utility Locate Subcontractor	1	x	\$ 650.00	=	\$ 650.00
3	Traffic Control (Not Included)	-	x	\$ -	=	\$ -
4		-	x	\$ -	=	\$ -

TOTAL SUBCONTRACTOR COSTS \$ 8,350.00

TOTAL FEE ESTIMATE \$ 29,988.35

April 16, 2024

GeoProfessional Innovation Corporation
6 O'Donnell Road
Pullman, WA 99163

Subject: Acceptance FYE 2022 ICR – Audit Office Review

Dear Mary Gregory:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2022 Indirect Cost Rate (ICR) of 177.53% of direct labor. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultantrates@wsdot.wa.gov.

Regards,


[Schatzie Harvey \(Apr 17, 2024 06:48 PDT\)](#)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:sms

Exhibit E-2
Sub-Consultant TranTech Fee Summary
Cost Plus Fixed Fee
Project: Columbia Center Blvd Widening

Direct Salary Cost (DSC):

		Direct hourly rates		
Classification		Man-Hours	Rates of Pay	Costs
Project Manager		56.0	\$75.00	\$4,200.00
Principal		6.0	\$98.00	\$588.00
Senior Structural Engineer		75.0	\$90.00	\$6,750.00
Project Structural Engineer		90.0	\$65.00	\$5,850.00
Staff Structural Engineer 2		90.0	\$55.00	\$4,950.00
Senior CAD Manager		76.0	\$60.00	\$4,560.00
Senior Civil Engineer		152.0	\$64.00	\$9,728.00
Project Civil Engineer		72.0	\$53.00	\$3,816.00
Administrative3		16.0	\$49.00	\$784.00
			Total DSC =	\$41,226.00
Overhead (OH Cost - including Salary Additives):				
	OH Rate x DSC	of	136.26% WSDOT approved ICR Rate	\$56,174.55
Fixed Fee	Fixed Fee	30.00%	=	\$12,367.80
Total DSC, OH & Profit				\$109,768.35
Reimbursables:				
Travel and Per Diem				
	Per Diem	0	days @	\$0.00 \$0.00
	Air Travel	0	trips @	\$0.00 \$0.00
	Mileage	860	miles @	\$0.67 \$576.20
	Lodging	0	nights @	\$0.00 \$0.00
	Auto Lease/Insurance	0	months@	\$0.00 \$0.00
	Fuel			\$0.00
Reproduction/Mailing Expenses				
		each @	\$0.00	\$0.00
Equipment				
		0.0 hours	\$0.00	\$0.00
Reimbursable Sub-Total				\$576.20
Total				\$110,344.55
Total (Rounded \$100)				\$110,300.00
TranTech Total				\$110,300.00
Prepared by:		Date:		



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Turnwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

July 7, 2023

Tran Tech Engineering, LLC
12011 NE 1st street, Suite 305
Bellevue, WA 98005

Subject: Acceptance FYE 2022 ICR – Risk Assessment Review

Dear Ryan Beatty:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2022 ICR of 136.26% of direct labor. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 704-6397 or via email consultantrates@wsdot.wa.gov.

Regards;

Schatzie Harvey

Schatzie Harvey (Jul 7, 2023 12:47 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:HK

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Title of Modal Operating Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
[Include Modal Operating Administration specific program requirements.]
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Title of Modal Operating Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Title of Modal Operating Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Title of Modal Operating Administration)* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *(Title of Modal Operating Administration)* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G

Certification Documents

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of [City of Kennewick](#)
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Agreement Number: 07-24-042

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
J-U-B ENGINEERS, Inc.
whose address is
3611 South Zintel Way, Kennewick, WA 99337
and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

J-U-B ENGINEERS, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

5/7/2024

Date

Agreement Number: 07-24-042

Exhibit G-1(b) Certification of City of Kennewick

I hereby certify that I am the:

- ☒ City Manager
- ☐ Other

of the City of Kennewick _____, and J-U-B ENGINEERS, Inc.
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

J-U-B ENGINEERS, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

5/7/2024

Date

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

J-U-B ENGINEERS, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

5/7/2024

Date

Agreement Number: 07-24-042

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer’s representative in support of the Columbia Center Blvd. Widening * are accurate, complete, and current as of April 23, 2024 **.

This certification includes the cost or pricing data supporting any advance AGREEMENT’s and forward pricing rate AGREEMENT’s between the offer or and the Government that are part of the proposal.

Firm: J-U-B ENGINEERS, Inc.



Signature

Area Manager

Title

Date of Execution***: 5/7/2024

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number: 07-24-042

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number: 07-24-042

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

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Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Council Agenda Coversheet	Agenda Item Number: 4.i. Council Date: 5/21/2024	Category: Consent Agenda
	Agenda Item Type: Contract/Agreement/Lease Subject: Contract: Cooperative Fire Protection Agreement - US Fish and Wildlife and Kennewick Fire Department Department: Fire Department	
<u>Recommendation</u> Staff recommends that Council authorizes the Fire Chief to sign the Cooperative Fire Protection Agreement between the United States Fish and Wildlife Service and the City of Kennewick for Central Washington National Wildlife Refuge Complex and Mid-Columbian River National Wildlife Complex. <u>Motion for Consideration</u> Motion to authorize the Fire Chief to sign the signatory sheet of the Cooperative Fire Protection Agreement between the United States Fish and Wildlife Service and the City of Kennewick for Central Washington National Wildlife Refuge Complex and Mid-Columbia River National Wildfire Complex. <u>Summary</u> The current agreement the City of Kennewick has in place with the Fish and Wildlife Service is set to expire this year. The new agreement will remain in effect for five years unless terminated by either party. The purpose of this agreement is to continue to coordinate and provide cooperative fire protection between Fish and Wildlife and the City of Kennewick, to suppress wildfires more efficiently and effectively from damaging natural resources managed by Fish and Wildlife. This agreement also allows the City of Kennewick to utilize Fish and Wildlife suppression resources for fires that occur within the City of Kennewick. <u>Alternatives</u> None recommended. <u>Fiscal Impact</u> None.		
<u>Attachments:</u> 1. Contract		

COOPERATIVE FIRE PROTECTION AGREEMENT

BETWEEN
THE UNITED STATES FISH AND WILDLIFE SERVICE
AND
THE CITY OF KENNEWICK
FOR
CENTRAL WASHINGTON NATIONAL WILDLIFE REFUGE COMPLEX

AND

MID-COLUMBIA RIVER NATIONAL WILDLIFE COMPLEX

This Cooperative Fire Protection Agreement (CFPA) is made and entered into and between the U.S. Fish and Wildlife Service, Central Washington and Mid-Columbia River National Wildlife Refuge Complexes, herein referred to as SERVICE and the City of Kennewick, herein referred to as CITY, and is effective upon signature by all parties and will remain in effect for five (5) years unless terminated by one or more of the parties.

I. AUTHORITIES

The SERVICE has entered into this CFPA under the following authorities;

- Reciprocal Fire Protection Act of May 27th, 1955 (69 Stat. 66, 42 U.S.C 1856a-d)
- Robert T. Stafford Disaster Relief and Emergency Assistance Act, (Public Law 93-288, as amended, 42 U.S.C. 5121-5207)
- Federal Fire Prevention and Control Act of October 29, 1974 et seq. (88 Stat. 1535; 15 U.S.C. 2201)
- Fish and Wildlife Coordination Act, 16 U.S.C. Sections 661-666c,
- Department of the Interior and Related Agencies Appropriations Act, 1999 as included in Public law 105-277, Div. A, Section 101(e)

II. PURPOSE

The purpose of this agreement is to coordinate and provide cooperative fire protection between the SERVICE and CITY, to suppress wildland fires more efficiently and effectively from damaging natural resource values managed by the SERVICE. This CFPA is consistent with the existing Master Cooperative Fire Protection Agreement (FWS agreement #: FF01R03000-19X-L016), whereas the Master Agreement has documented the commitment of Agencies to improve efficiency by facilitating the coordination and exchange of personnel, equipment, supplies, services, and funds among the Agencies as too will this Agreement. Furthermore, this Agreement describes the working relationship, financial arrangements, and joint activities between the SERVICE and CITY not otherwise specified under the terms of the Master Cooperative Fire Protection Agreement. Nothing herein shall be considered as obligating either party to expend or as involving either party in any contract or other obligation other than reimbursement for wildland fire suppression beyond reciprocal period identified in this document.

III. RECITALS

Whereas, both parties have wildland fire protection responsibilities upon lands of their respective jurisdiction and limited fire protection resources.

Whereas the SERVICE is the jurisdictional agency responsible for fire management on SERVICE lands;

Whereas, the SERVICE has limited specialized equipment and qualified personnel required to manage wildland fires;

Whereas CITY can provide wildland fire initial attack capability to support and supplement the SERVICE's and other fire protection cooperators' resources;

Whereas CITY can provide equipment and overhead for wildland fire suppression activities within CITY'S jurisdiction; and

Whereas, if initial attack suppression actions on SERVICE lands are unsuccessful and the fire will not be contained within the first burning period, dispatching and continued incident support services will be transferred to Central Washington Interagency Communication Center (CWICC). CWICC will provide extended attack support.

Therefore, for the mutual consideration herein stated, the parties hereby enter into this CFPA.

IV. STATEMENT OF MUTUAL BENEFITS AND INTERESTS

The SERVICE shall:

- A. Reimbursement to CITY for Direct Costs for resource ordered for wildland fire suppression **beyond the reciprocal period of 4 hours including:** overhead costs, equipment use cost and logistical support for wildland fire suppression that occur on SERVICE lands. Reimbursable costs will be based off of actual costs to the CITY.
- B. Reimburse CITY under the provisions within this CFPA no less frequently than every 30 days. Reimbursement will be based on actual costs to the CITY.

The CITY shall:

- A. Reimburse the SERVICE for direct costs for resource ordered for wildland fire **suppression beyond the reciprocal period of 4 hours including** overhead costs, equipment use cost and logistical support for wildland fire suppression that occur on state/private lands. Reimbursable costs will be based off actual costs to the SERVICE.
- B. Conduct reciprocal initial attack (initial wildland fire suppression, wildland fire control and mop-up) **as requested** on wildland fires occurring on Service lands within the CITY's responding jurisdiction.
- C. Follow all wildland fire suppression tactics addressed in the SERVICE's Wildland Fire Management Plan specific to the location of the fire.
- D. Report wildland fires within 48 hours to the Principal Contacts (Exhibit A) for the SERVICE upon discovering or receiving reports of wildland fire on SERVICE lands.
- E. Forward the necessary wildland fire report data to the responsible SERVICE representative identified in the Principal Contact list (Exhibit A) when CITY suppresses wildland fires burning wholly or in part on SERVICE lands.
- F. Dispatch only personnel who meet or exceed the minimum training requirements of the CITY when responding pursuant to this CFPA.

Both the SERVICE and CITY shall:

- A. Provide annually a principal contact information prior to the initiation of fire season. The information will include protection area maps for any new lands acquired by the SERVICE, names and numbers for principal contacts (Exhibit A).
- B. 42 U.S. Code, 1856a – Authority to enter into reciprocal agreement; waiver of claims; reimbursement; ratification of prior agreements. Parties to the Agreement, and each Party hereby waives any claim against any other Party for loss or damage of its property and/or personal injury or death of its employees or agents occurring as a consequence of the performance of this Agreement; provided, this provision shall not relieve any Party from responsibility for claims from third Parties for losses for which the Party is otherwise legally liable. This waiver does not extend to ordinary expenses incurred as part of the cost of the fire (gloves, fuses, hose, etc.).
Claims requesting compensation for property loss or damage, personal injury, or death resulting from the negligence or other wrongful acts of employees performing under this Agreement will be received by the Jurisdictional Agency and forwarded to the hiring or home agency of the allegedly negligent employee for processing. Employee claims for loss of or damage to personal property must be submitted to the Jurisdictional Agency and then forwarded to the hiring, or home agency of the employee for processing in accordance with the hiring agency's administrative procedures.
- C. Parties to this agreement will comply with the U.S. Fish and Wildlife Service Fire Management Policies. Policies include, but are not limited to; implementing fire management plans, promoting human safety as well as reducing hazardous conditions, conserving wildlife and its habitat, minimizing air and water quality impacts, and meeting other desirable goals.
- D. Agree that the officer-in-charge who arrives first at a wildfire burning on or near lands of both parties will act as Incident Commander (IC). When representatives of both parties have arrived at a fire, the officers-in-charge for each party will mutually agree to designate an IC, provided that nothing shall prevent a party to whom a request is made from refusing to respond when the sole determination of that party's commanding officer is that responding to the incident would create an unreasonable risk of danger to that party's employees, equipment, or a third party.
- E. Be responsible for the training, equipment and welfare of personnel they dispatch, including the treatment of any personal injuries, which may result during any fire or in route to or from any fire as provided by the laws and regulations under which each party operates.
- F. Recognize that the other's training standards are reasonable, prudent, and acceptable for wildland fire response as well as fire support on lands under the jurisdiction of the parties to this CFPA.
- G. Be responsible for operating, servicing, repairing and replacing their own equipment, except as agreed upon in writing by both parties in advance.
- H. Know that regardless of an incident's location, employees of the CITY and the SERVICE will be subject only to the laws, regulations, and rules governing their respective employers. No employee shall be entitled to compensation and/or benefits under this CFPA except as specifically provided for under the terms of his or her employment with respective employer.

V. GENERAL PROVISIONS

- A. Neither party shall be required to incur expenses under the terms of this CFPA, except as necessary to effectively implement this CFPA.

- B. Reimbursement will begin at the time ordered resources (on a resource order) exceed the reciprocal period when responding to a SERVICE wildland fire and end when resources return to their respective fire station.
- C. Only actual costs for direct wildland fire suppression will be reimbursed by the SERVICE. These costs include: salary and overtime for wildland fire resources directly involved with wildland fire suppression and the logistical support (Fuel, meals, etc.) for these firefighters. The cost of “backfilling” local fire service employees into home unit positions for shift personnel that have been mobilized to incidents is accepted with the intent to make the local fire district whole. The reimbursed hours will be for base hours only, no overtime. All backfill hours should be documented and signed.
- D. Parties shall provide (upon request) any maps, documents, instructions, and law enforcement reports which either party considers necessary to conduct work associated with this CFPA.
- E. All aircraft and pilots used to transport SERVICE personnel or that are directly controlled by the SERVICE shall be certified by qualified SERVICE or United States Department of Interior National Business Center-Aviation Management inspector prior to SERVICE work.
- F. Operating Plan (OP), the parties will meet annually, prior to the initiation of fire season, to prepare/review an OP. This OP will include lists of principal personnel, dispatching procedures, and any other items identified in this CFPA as necessary for efficient implementation will be included in the OP. The OP shall be related to this CFPA as Exhibit B. Changes made to the OP do not constitute a modification of this CFPA. New signatures on the OP are required only if changes were made to the OP.
- G. Both parties shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of other Federal laws, executive orders, regulations and policies, including but not limited to;
 - i. Title VI of the Civil Rights Act of 1964 (USC 2000d) which prohibits discrimination on the basis of race, color, handicap or national origin;
 - ii. Title IX of the Education amendments of 1972, as amended (USC 1681-1683) which prohibits the discrimination on the basis of sex.
- H. Either Party shall have the right to obtain access to examine all documents related to this CFPA. Reasonable notice must be given to the other party through their authorized representatives.
- I. Cost Sharing. On multi-jurisdictional incidents, incidents that threaten, or incidents that burn across direct protection boundaries, the parties will jointly develop a written cost share agreement that describes a fair distribution of financial responsibilities. The parties agree that all reasonable and necessary costs incurred to meet the protection responsibilities within each party’s direct protection area will be the responsibility of that party.
- J. Modification of this CFPA shall be made by mutual consent of both parties through the issuance of a written modification that is signed and dated by both parties prior to any changes being performed or taking effect.
- K. Either party may terminate this CFPA by providing 30 days written notice to the other. Unless terminated by written notice, this CFPA shall remain in effect for five years from the date of the last signature.
- L. The parties certify that the person executing this CFPA on behalf of its respective entity has the legal authority to enter into this CFPA.

VI. REIMBURSEMENT AUTHORITY

15 U.S. § 2210 - Reimbursement for costs of firefighting on Federal property

Waiver of Claims: Parties to the Agreement shall each be responsible for their own losses arising out of the performance of this Agreement, and each Party hereby waives any claim against any other Party for loss or damage of its property and/or personal injury or death of its employees or agents occurring as a consequence of the performance of this Agreement; provided this provision shall not relieve any Party from responsibility for claims from third Parties for losses for which the Party is otherwise legally liable. This waiver does not extend to ordinary expenses incurred as part of the cost of the fire (gloves, fusees, hose, etc.). This provision pertains to claims between the respective state and federal agencies and does not pertain to claims advanced by third Parties.

Claims requesting compensation for property loss or damage, personal injury, or death resulting from the negligence or other wrongful acts of employees performing under this Agreement will be received by the Protection Agency and forwarded to the hiring, or home agency of the allegedly negligent employee for processing.

Employee claims for loss of or damage to personal property must be submitted to the Jurisdictional Agency and then forwarded to the hiring, or home agency of the employee for processing in accordance with the hiring agency's administrative procedures.

VII. REIMBURSEMENT REQUIREMENTS

- A. The Supporting Party will bill the Protecting Party for actual costs incurred for assistance provided and identified as reimbursable. Reimbursable costs include all costs associated with the direct fire operations and incident support ordered by or for the incident (except as otherwise described in reciprocal initial attack and independent action situations or cost share agreements). All billing packages will include documentation showing the order was processed through and tracked by the Protecting agency. Bills for reimbursement must be supported by resource orders for all resources and may be requested upon reconciliation of the bill. For reimbursement under the terms of this agreement all resource orders beyond initial attack must be mobilized and processed by an interagency dispatch center.
- B. All resource ordered personnel must include a detailed account of individual personnel start and end time for the wildland fire, signed by the employee and Time Unit Leader. The OF-288 form (Emergency Firefighter Time Report) is the desired format.
- C. Provide all fire equipment use reports (shift tickets), signed by the incident supervisor and an equipment invoice. The OF-286 form (Emergency Equipment Use Invoice) is the desired format.
- D. Miscellaneous logistical support reimbursement requests must include a resource order (or equivalent) to ensure that items were used in support of the wildland fire.
- E. On fires where costs are incurred pursuant to the terms of this agreement, the Supporting Party shall submit a bill for reimbursement as soon as possible, but no later than 120 days after the fire is declared out. Payment shall be made to the Supporting Party within 90 days after receipt of the billing invoice.
- F. Submit Service reimbursement request documents to:
 - U.S. Fish and Wildlife Service
 - 64 Maple Street
 - Burbank, WA 99323

ATTN: Fire Management

G. Submit City reimbursement request documents to:

Kennewick Fire Department
PO Box 6108
Kennewick, WA 99336
ATTN: Fire Chief Chad Michael

VIII. FIRE SUPPRESSION INVOICE REQUIREMENTS:

- List jurisdictional unit on each invoice/bill
- Cooperator name, address, phone number, and agency financial contact
- City's UEI number
- Invoice or bill number
- Agreement number
- Incident name and number
- Resource Order Number(s)
- Dates of the incident covered by the billing.
- Summary and detailed cost data for the amount being billed. Details should include standard resource type designation, number of personnel, and hours worked. Use incident generated cost information or standard generated cost reports generated by the Agency to support the billing whenever possible.

Summary cost data may include, but not be limited to, a list of personnel expenses including base, overtime and travel and a listing by vendor name and amount spent for supplies and services procured.

Electronic Funds Transfer (EFT): District shall designate a financial institution or an authorized payment agent through which a federal payment may be made in accordance with U.S. Treasury Regulations, Money, and Finance at 31 CFR 208, which requires that federal payments are to be made by EFT to the maximum extent possible.

In order to receive EFT payments, the District or City shall register in the System for Award Management (SAM) at www.sam.gov and follow the instructions online to register as a new entity.

Third Party Cost Recovery: Procedures for determining a cost recovery process will be in the Statewide Operating Plan. Investigation process is determined locally. The USFWS needs to investigate the cause of all fires that cross onto Refuge land. Further, the *Interagency Standards for Fire and Fire Aviation Operations* states, "For all human-caused fires where responsibility and negligence can be determined, actions must be taken to recover the cost of suppression activities, land rehabilitation, and damages to the resources and improvements." The parties will undertake efforts both to protect the point of origin and to facilitate the effective investigation for cost recovery efforts.

IX. DEFINITION OF TERMS

- A. Principal Contacts. A list of appropriate contacts for TBD and the Service.
- B. Direct Costs. Costs directly related to the suppression effort. These costs do not include dispatch or other administrative costs.
- C. Duty Officer. The Service employs a fire management staff person that serves as the "Duty Officer". The Service Duty Officer is the primary point for coordination with local units for payment and reimbursement issues during incidents and they are not the Incident Commander.
- D. Jurisdictional Agency. Agency which has overall land and resource management and/or protection responsibility as provided by Federal or State law.

- E. Overhead Costs. Costs not directly chargeable to suppression efforts, but which are part of the overall cost of operation.
- F. Suppression Work. All work of confining and extinguishing a fire beginning with its discovery.
- G. Reimbursable Work. Providing monetary compensation for the use of any fire engines, fire support vehicles or equipment and wages for qualified wildland fire personnel and support staff responding to wildfires on Service lands.
- H. Reciprocal Fire Assistance. Support response to the protecting party to provide assistance without charge for the **first 4 hours**.
- I. Appropriate Charges. Comprises all charges related to direct costs, overhead costs, and suppression work.
- J. Multijurisdictional Incident. An incident requiring action from multiple agencies that each have jurisdiction to manage certain aspects of an incident. In ICS, these incidents will be managed under Unified Command.
- K. Unified Command. An application of ICS used when there is more than one agency with incident jurisdiction or when incidents cross political jurisdictions. Agencies work together through the designated members of the Unified Command to establish their designated Incident Commanders at a single ICP and to establish a common set of objectives and strategies and a single Incident Action Plan.

This CFPA involves no exchange of funds between the parties. Further, nothing shall be considered as obligating the SERVICE to expend funds or otherwise obligate the SERVICE for the future payment of money in excess of appropriations authorized by law and administratively allocated for the activities associated with this CFPA, Antideficiency Act, P.L.97-258, 96 Stat 923.

The party's hereto have executed this Cooperative Fire Protection Agreement by and through their authorized representatives on the day and year last written below.

Fire Chief
Kennewick Fire Department

Date

City Attorney
City of Kennewick

Date

Trina Staloch, Acting Project Leader
Central Washington National Wildlife Refuge Complex

Date

Steve Kahl, Project Leader
Mid-Columbia River National Wildlife Refuge Complex

Date

Veronika Klukas, Regional Incident Business Specialist
U.S. Fish and Wildlife Service, Region 1

Date

OPERATING PLAN

PREAMBLE

This Operating Plan (OP) is prepared pursuant to the Cooperative Fire Protection Agreement (CFPA) between the following parties: US Fish and Wildlife Service, Central Washington and Mid-Columbia River National Wildlife Refuge Complexes, hereafter referred to as SERVICE, and Kennewick, hereafter referred to as CITY. Authorities written within the existing CFPA still apply. The objective of the OP is to define cooperative relations otherwise not discussed in the CFPA.

INTERAGENCY COOPERATION

Interagency Resources: The parties follow the procedures listed in the Wildland Fire Qualification System Guide PMS 310-1 for training, fitness, and experience standards. The parties operate under the concepts defined in the National Incident Management System (NIMS) using the Incident Command System (ICS) for the management of incidents. The parties will assign only currently qualified personnel and equipment to incidents managed under this agreement.

PREPAREDNESS

Protection Areas and Boundaries: This OP covers the SERVICE lands in the Lower Columbia Basin of Washington State and SERVICE lands located near the towns of Toppenish, Washington and Glenwood, Washington. Refer to the attached map-designating boundary lines as described in Appendix B.

Protection Planning: Although the SERVICE has jurisdictional responsibility, the SERVICE initial response resources are located at the McNary National Wildlife Refuge in Burbank, WA. Often, the SERVICE relies upon support resources from CITY during Wildland fire incidents. By law, the SERVICE will have the ultimate responsibility for the overall land management, including wildland fire suppression. Even entering into this protection exchange agreement, they must determine appropriate response levels and overall strategies for initial and extended attack.

Acquisition of Services: The SERVICE may request cooperative fire protection by CITY on Refuge lands. The CITY can acquire support from the SERVICE by placing a resource order request through the Central Washington Interagency Communication Center or calling the Mid-Columbia River Fire Zone Duty Officer phone (see Appendix A for contact information).

OPERATIONS

Fire Notifications: The SERVICE expects prompt notification of wildfires not only on refuge lands but also those wildfires that threaten Refuge lands. Notification should be placed to one of the staff members listed in Appendix A, the Mid-Columbia River Fire Zone Duty Officer phone, or placed to Central Washington Interagency Communication Center who will contact the SERVICE Duty Officer. The phone numbers for the SERVICE staff members, the Mid-Columbia River Fire Zone Duty Office phone, and Central Washington Interagency Communication Center are listed in Appendix A.

Contacts. Refer to the contact list in Appendix A. These contacts are to be notified of wildfires occurring on lands pertaining to this CFPA.

Equipment: The SERVICE and CITY certify that equipment is routinely inspected and fully ready to respond in a fully functional fashion. Each party can request the other's equipment to be inspected for readiness.

Incident Command (IC): Highest ranking staff member will designate jointly, if necessary, an incident commander who will take charge of incident operations according to NIMS.

Changes in complexity: When a fire crosses jurisdictional boundary, or when the results of a standard complexity analysis suggest considering the next level of incident management, or when a fire is not expected to be contained before the end of the first full operational period, the IC should assess the change in complexity and consider requesting a new delegation of authority from the jurisdictional agency.

Land Management Considerations: This agreement applies to areas within the jurisdiction of each district or city and does not obligate the city to respond beyond the city boundaries.

USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

Communications: A Non-Federal Government Radio Frequency Use Agreement exists between the SERVICE and the District. Each party to this agreement will identify specific radio frequencies, computer system access, data transmission lines, communication sites, and communications equipment shared between Parties. (Frequencies, medivacs, for statewide.) Access to systems and facilities will be approved only by agency authorized personnel and in accordance with agency laws, regulations, and policies governing security of systems and facilities.

Dispatch Procedures: Any party to this agreement can request assistance from another party. Requests for SERVICE support should be placed with Central Washington Interagency Communication Center. SERVICE will request assistance through CITY's Fire Dispatch.

Fire Detection Systems: The parties do not operate nor maintain a detection system. Most reports of fire ignition occur through notification from the public through 911 emergency calls.

Aviation Operations: SERVICE cannot direct nor pay for aircraft that are not under contract through the Office of Aircraft Services. Use of aircraft ordered by CITY is not reimbursable. On federal fires, aviation operations must comply with DOI Departmental Manual 350-354 and Operational Procedures Memorandums, and the DOI Bureau or Agency specific policies.

Billing Procedures:

Reimbursement resources must be requested by the SERVICE or supplied through established dispatch systems and should be documented on the subsequent Resource Ordering process.

Fire Suppression Billings:

- List jurisdictional unit
- Cooperator name, address, phone number, and agency financial contact
- Invoice or bill number
- UEI Number
- Dates of the incident covered by the billing.
- Summary and detailed cost data for the amount being billed. Details should include standard resource type designation, number of personnel, and hours worked. Use incident generated cost

information of standard generated cost reports generated by the agency to support the billing whenever possible. Summary cost data may include, but not be limited to, a list of personnel expenses including base, overtime and travel and a listing by vendor name and amount spent for supplies and services procured. All resource orders will be required.

- Know that in order to make payments for equipment ordered by an incident management team, billing packages must include: Pre-use equipment inspection (OF-296), resource order, the agreement used at the time of hire, copies of the shift tickets (OF-297) and the official signed invoice (OF-286)

Electronic Funds Transfer (EFT): States shall designate a financial institution or an authorized payment agent through which a federal payment may be made in accordance with U.S. Treasury Regulations, Money, and Finance at 31 CFR 208, which requires that federal payments are to be made by EFT to the maximum extent possible.

In order to receive EFT payments, the City shall register in the System for Award Management (SAM) at www.sam.gov and follow the instructions online to register as a new entity.

Third Party Cost Recovery: Procedures for determining a cost recovery process will be in the Statewide Operating Plan. Investigation process is determined locally. The SERVICE needs to investigate the cause of all fires that cross onto Refuge land. Further, the *Interagency Standards for Fire and Fire Aviation Operations* states, “For all human-caused fires where responsibility and negligence can be determined, actions must be taken to recover the cost of suppression activities, land rehabilitation, and damages to the resources and improvements.” The parties will undertake efforts both to protect the point of origin and to facilitate the effective investigation for cost recovery efforts.

SIGNATURES

The party's hereto have executed this Operating Plan by and through their authorized representatives on the day and year last written below.

Trina Staloch, Acting Project Leader
Central Washington NWRC

Date: _____

Steve Kahl, Project Leader
Mid-Columbia River NWRC

Date: _____

, Chief

Date: _____ ,

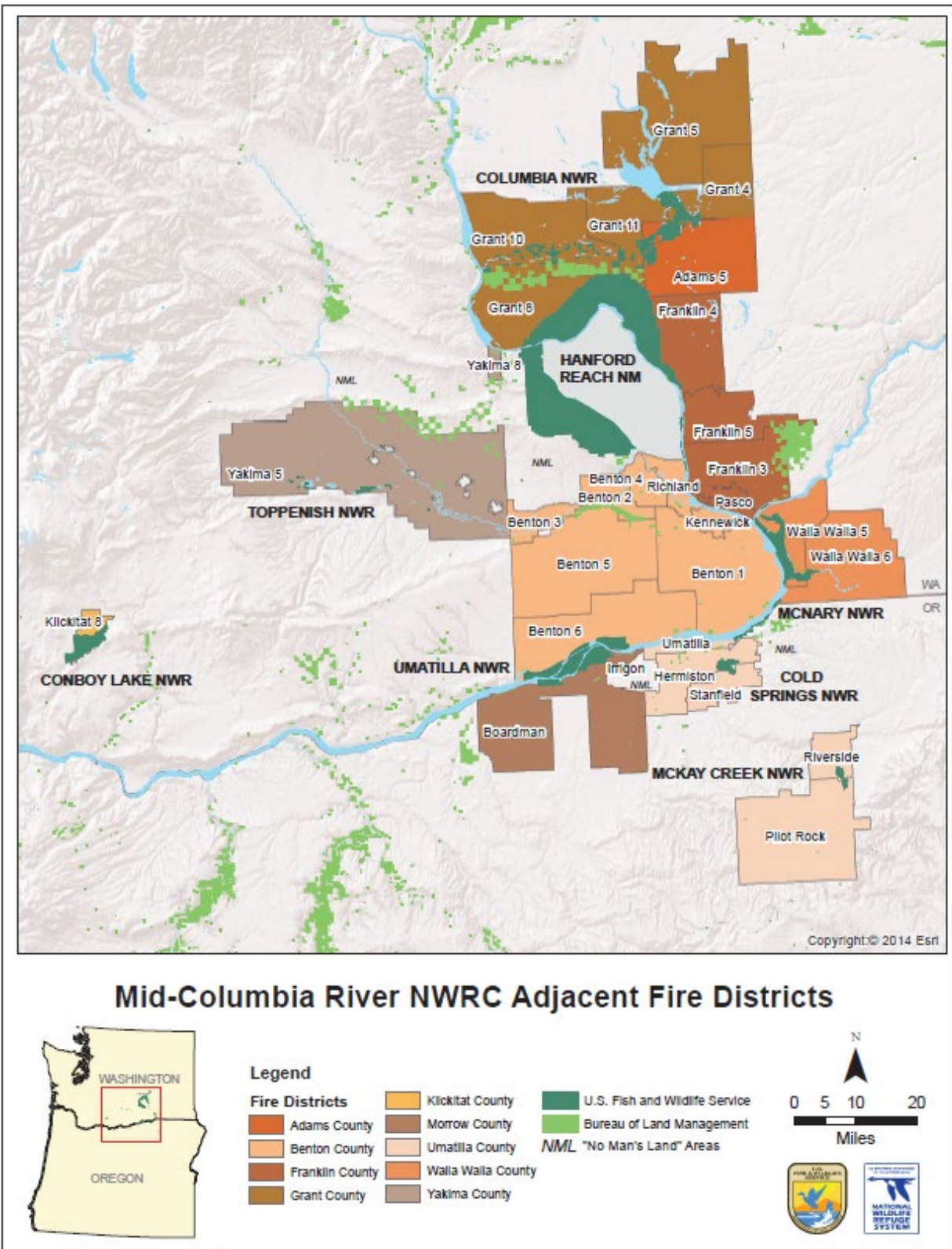
Appendix A.

Principal Contacts

PRINCIPAL CONTACT LIST			
NAME	TITLE	OFFICE	CELL
Bruce Jackson	Fire Management Officer		509-378-0281
Paul Basye	Fire Operations		509-412-4043
	Mid-Columbia River Fire Zone Duty Officer Phone (can receive phone calls and text messages)		509-416-6231
	Central Washington Interagency Communication Center (CWICC)	509-884-34739	
	CWICC After Hours Phone Number	1-800-826-3383	
Cory Thompson	Fuels Specialist		509-412-2297

PRINCIPAL CONTACT LIST			
NAME	TITLE	OFFICE	CELL
Chad Michael	Fire Chief		509-820-0460
Michael Heffner	Deputy Chief		509-930-3899

Appendix B.



Council Agenda Coversheet 	Agenda Item Number: 4.j. Agenda Item Type: Contract/Agreement/Lease Subject: Contract: DNR Forestland Response Agreement (FLRA) Department: Fire Department Ord/Reso # Project #	Council Date: 5/21/2024 Category: Contract # 93-107121 Permit #
<u>Recommendation</u> Staff recommends that Council authorize the Fire Chief to sign the signatory sheet of the Forestland Response Agreement with the Department of Natural Resources (DNR) No. 93-107121, which allows the City of Kennewick to order firefighting aircraft during initial fire attack if needed at no cost to the City of Kennewick. <u>Motion for Consideration</u> Motion to authorize the Fire Chief to sign the signatory sheet of the Forestland Response Agreement with the Department of Natural Resources (DNR) No. 93-07121. <u>Summary</u> In April of this year, all of the local fire agencies were notified by the Department of Natural Resources (DNR) that DNR was ready to implement House Bill 1498 (also known as ESHB 1498) which was created to provide funding to the DNR to support local fire departments in the use of aviation resources certified and trained to operate in wildland fires and drop fire retardant or water to suppress or extinguish fires as an initial attack strategy. The use of aircraft under ESHB 1498 is specific to the initial attack phase of wildland fires, and does not take the place of employing the Washington State Fire Services Resources Mobilization Plan. Firefighting aircraft can be ordered by Cities and Fire Districts provided that a Forestland Response Agreement (FLRA) is executed and in place with the DNR, and personnel have completed the required training necessary to order and work with the aircraft. Although the potential of needing firefighting aircraft to assist with fires that occur within the City of Kennewick is relatively low, this agreement provides the ability to utilize these resources if they should be needed for a fire that requires them. <u>Alternatives</u> None recommended. <u>Fiscal Impact</u> None.		
<u>Attachments:</u> 1. Contract		



WILDFIRE

FORESTLAND RESPONSE AGREEMENT DEPARTMENT OF NATURAL RESOURCES (DNR) NO. 93-107121

PI: 221,222,223

Funding Source: State

Grant Funded: ☐ Yes ☒ No

Procurement method: : ☒ Exempt, Department of Enterprise Services, Sole Source Contract Policy No. POL-DES-140-00, Section 5, Item 2, RCW 39.26.125(10)

This Agreement is entered into between the state of Washington, Department of Natural Resources, Southeast Region, hereinafter referred to as “DNR or AGENCY”, and the below named Fire Protection District/Department, hereinafter referred to as District/Department.”

City of Kennewick

PO Box 6180

Kennewick, WA 99336

Phone: 509-585-4452

Email: amy.martin@ci.kennewick.wa.us

Statewide Vendor # (SWV): SWV0000311

Authority: This Agreement is entered into by DNR under the authority of RCW 76.04.015, RCW 76.04.135 and RCW 76.04.610(3); and by the District/Department under the authority of RCW 52.12.031, RCW 52.12.125 and RCW 35.21.010; and DNR and District/Department in conformity with RCW 39.34, the Interlocal Cooperation Act.

In consideration of the terms, conditions and covenants contained herein, or attached and incorporated and made a part hereof, the Parties mutually agree as follows:

- 1. Purpose:** The purpose of this Agreement is to (1) provide for mutual assistance and cooperation in the control and suppression of forestland fire and therefore to contract for the District/Department to provide fire protection services to an area within the jurisdiction of DNR and located in, or adjacent to, the District/Department and to contract for the DNR to assist in fire protection services on forestland within District/Department jurisdiction; and (2) dispatch and pay for fire service resources outside the fire service

District/Department jurisdictional boundaries for wildfire and prescribed (RX) fire dispatch.

2. **Scope:** This Agreement pertains to forestland fire incidents within or adjacent to the District/Department boundaries and to District/Department resources ordered through the DNR Region or Division for dispatch outside of District/Department boundaries for support provided by DNR as outlined in Attachment A – Operational Guidelines for Resources ordered through the DNR Region or Division for dispatch outside of District/Department boundaries.
3. **Term.** The term of this agreement is 4/22/2024, or date of execution, whichever is later, through 12/31/2028.
4. **Jurisdictional Responsibility:** Within or adjacent to the District/Department boundaries, the statutory jurisdictional responsibility for fire control on forestland varies. It may be:
 - (1) **Sole DNR Jurisdiction:** Land subject to Forest Fire Protection Assessment and District/Department is NOT collecting fire protection levy
 - (2) **Sole District/Department Jurisdiction:** Land subject to District/Department fire protection levy and not subject to Forest Fire Protection Assessment.
 - (3) **Joint Jurisdiction:** Land subject to Forest Fire Protection Assessment and the District/Department is collecting fire protection levy.
5. **Mutual Aid Fire Incident Response:**
 - (1) **Sole DNR Jurisdiction:** In the event of a fire emergency in a sole DNR jurisdiction area, the DNR will respond. The District/Department may respond to provide immediate control action, minimize fire loss, and thereby indirectly protect its own jurisdiction area. DNR may request response from the District/Department to gain timely initial attack and control action, or to supplement DNR resources.
 - (2) **Sole District/Department Jurisdiction:** In the event of a fire emergency in a sole District/Department jurisdiction area, the District/Department will respond. DNR may respond to provide immediate control action, minimize fire loss, and thereby indirectly protect its own jurisdiction area. The District/Department may request that DNR provide supplemental resources for fire emergency operations and support.
 - (3) **Joint Jurisdiction:** In the event of a fire emergency in a joint jurisdiction area, both DNR and the District/Department will respond, subject to the availability of resources.
6. **Off-Season Incidents:** For this Agreement, no incident will be considered off-season. Fire season will be January 1-December 31 each year.

7. **Command:**

- (1) **Sole DNR Jurisdiction Incidents:** When the District/Department is the first arriving agency, the District/Department on-site initial responders shall establish command until released by a representative of DNR.
- (2) **Sole District/Department Jurisdictional Incidents:** When DNR is the first arriving agency, the DNR on-site initial responders shall establish command until released by a representative of the District/Department.
- (3) **Joint Jurisdiction Incidents:** The first arriving agency initial responders shall establish command, and, upon the arrival of the other agency, unified command will be established and used for incident management.

8. **Fire Control and Suppression Definitions:**

- (1) **Forestland:** As the term is defined by RCW 76.04.005.
- (2) **Ordering:** Prior to the arrival of DNR at the incident, the initial attack incident commander may order special resources through DNR. That decision shall be documented, and payment authorized (see Section 11 and 12 of this Agreement) by DNR prior to the mobilization of special resources.
- (3) **Special Resources:** Air resources, dozers, heavy equipment, or other resources deemed necessary to contain and control the fire.

9. **Operation Guidelines:**

- (1) **Forestland Response:** Representatives of the District/Department and DNR may mutually develop operation guidelines that provide principles, direction and guidance for the conduct of fire control operations related to forest land response. The operation guidelines shall be reviewed at least annually and revised as necessary to achieve cooperation and understanding.
- (2) **DNR Dispatch:** See Attachment A - Operation Guidelines for resources ordered through the DNR Region or Division for dispatch outside of the District/Department jurisdictional boundaries; which is incorporated by reference herein.
- (3) **Prescribed (RX) Fire Dispatch:** See Attachment A – Operational Guidelines for resources ordered through the DNR Region or Division for dispatch outside of the District/Department jurisdictional boundaries; which is incorporated by reference herein. The guidelines for Fire Dispatch are the same, whether that be for a Wildland Fire Incident or Prescribed Fire.

10. **Fire Investigation:** The District/Department and DNR agree to protect the origin area of any fire to the best of its ability. Fires will be jointly investigated when an incident originated in a joint jurisdiction area. A DNR fire investigator may investigate fires

originating on, spreading to or threatening land subject to Forest Fire Protection Assessment (i.e., sole DNR or joint jurisdiction areas).

11. Costs:

- (1) **Charges Not Required:** One purpose of this Agreement is mutual assistance and cooperation in the control and suppression of fires (see Section 1 - Purpose). In most instances, resource costs will not be charged to the other party. However, there may be circumstances or conditions where the District/Department or DNR desires or is required to charge, or request reimbursement, for resource costs as described in Subsections (2), (3), (4), and (5) below.
- (2) **Sole DNR Jurisdiction:** If the District/Department responds, DNR will pay for District/Department personnel and equipment costs outside of mutual aid unless otherwise negotiated.
- (3) **Sole District/Department Jurisdiction:** If DNR responds, the District/Department will pay for DNR personnel and equipment costs outside of mutual aid unless otherwise negotiated.
- (4) **Joint Jurisdiction:** Initial attack through complete extinguishment of the fire, each party will pay its own costs.
- (5) **DNR Dispatch:** If District/Department personnel is dispatched by DNR outside of District/Department jurisdictional boundaries, DNR will pay for District/Department personnel and equipment costs.

12. Cost Reimbursement Procedures:

- (1) **Forestland Response:** Provisions within this Agreement for reimbursement of costs related to forest land response are subject to the following conditions:
 - (a) Notice: Prior to costs being incurred as allowed by this Agreement (other than DNR Dispatch), notice of such expenditure must be given to DNR of the requesting agency prior to the expenditure or commitment of funds.
 - (b) Invoice: Any resource provider costs, which are to be billed, must be invoiced within sixty (60) business days of the last date of incurred expense for the incident.
- (2) **DNR Dispatch:** Provisions within this Agreement for reimbursement of costs related to DNR dispatch are outlined in Attachment A - Operation Guidelines for resources ordered through the DNR Region or Division for dispatch outside of the District/Department jurisdictional boundaries; which is incorporated by reference herein.

13. Cost Reimbursement Rates:

- (1) **Forestland Response:**

- (a) Equipment costs shall be paid to the resource provider at the DNR Wage and Equipment Rates or as otherwise agreed to in writing by the respective authorized agency representatives.
- (b) Career/permanent and seasonal personnel costs will be reimbursed to the resource provider at the resource provider's actual total cost. This will include backfill costs as outlined in the State Mobilization Plan.

(2) DNR Dispatch:

Cost reimbursement rates related to DNR dispatch are outlined in Attachment A - Operation Guidelines for resources ordered through the DNR Region or Division for dispatch outside of the District/Department boundaries.

- 14. Insurance:** DNR is an agency of the state of Washington and is therefore self-insured under the State's Self-Insurance Liability Program. The District/Department shall, at all times during the term of this Agreement at its sole cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of the Agreement at DNR's option. If the District/Department is self-insured, evidence of its status as self-insured will be provided to DNR, and if deemed acceptable by DNR, shall satisfy the insurance requirements specified by this Section. The limits of insurance to be bought and maintained by the District/Department shall not be less than as follows:

Minimum Coverage Requirements: These limits may not be sufficient to cover all liability losses and related claim settlement expenses. Purchase of these minimum limits of coverage does not relieve the District/Department from liability for losses and settlement expenses greater than these amounts. DNR shall not be charged for the cost for insurance coverage(s).

District/Department is required to purchase insurance for a period of 36 months after completion of this Agreement. This requirement may be satisfied by the continuous purchase of an extended agreement. This requirement may be satisfied by the continuous purchase of an extended reporting period. During the term of the Agreement, District/Department must purchase and maintain the insurance coverage and limits specified below:

- (1) Commercial General Liability (CGL) Insurance or District/Department Equivalent.** District/Department must purchase and maintain CGL on an Insurance Services Office (ISO) form CG 00 01 or equivalent form, covering liability arising from premises, operations, independent contractors, personal injury, products-completed operations, and liability assumed under an insured contract. Such insurance must be provided on an occurrence basis. If insurance is written on a "claims made" basis, the policy shall provide full coverage for prior acts or include a retroactive date that precedes the effective date of this Agreement. Insurance must include liability coverage with limits not less than those specified below:

<u>Description</u>	<u>Dollar Amount</u>
General Aggregate Limit (Other than products-completed operations)	\$2,000,000

- (2) **Employer's liability ("Stop Gap") Insurance:** District/Department shall purchase and maintain employer's liability insurance and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (3) **Business Auto Policy (BAP) Insurance:** If activities pursuant to this Agreement involve the use of vehicles, to include FEPP vehicles, the District/Department must purchase and maintain a BAP on an Insurance Services Office (ISO) form CA 00 01 or equivalent form. The Description of Covered Autos must include one or more of the following:
- "Any Auto" (Symbol 1).
 - If District/Department-owned personal vehicles are used, the BAP must cover "Owned Autos Only" (Symbol 2).
 - If District/Department hires autos, the BAP must cover "Hired Autos Only" (Symbol 8).
 - If District/Department employee's vehicles are used, the BAP must cover "Non-Owned Autos Only" (Symbol 9).

Such insurance must be provided on an occurrence basis. The BAP insurance must include liability coverage with limits not less than those specified below. The District/Department is responsible for any deductible.

<u>Description</u>	<u>Each Accident</u>
Bodily Injury and Property Damage	\$1,000,000

- (4) **Workers Compensation Insurance or Equivalent:** The District/Department shall comply with all state of Washington workers compensation statutes and regulations. Coverage shall be provided for all employees and volunteers of the District/Department and shall include bodily injury (including death) that arises out of or in connection with the performance of this Agreement.
15. **Service Limitations.** The responses and fire suppression services provided for under this Agreement are intended to be rendered on the same basis as such services are rendered to other areas within the District/Department or DNR jurisdictions and neither party assumes liability for failure to provide services by reason of any circumstances beyond the party's control. In the event of simultaneous fires or medical aid calls within the areas covered by this Agreement whereby facilities of either party are taxed beyond the party's ability to render equal protection, the officers and agents of the party shall have sole discretion as to which call shall be answered first. The responding party shall have sole discretion to determine the manner and method of responding to and handling emergencies under this Agreement consistent with Section 7 - Command of this Agreement.
16. **Benefits.** This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.
17. **Renegotiation and Modification:** The terms and conditions of this Agreement may be renegotiated at the request of either Party between the dates of January 1 and March 1 of

any year. Any modification or amendment of this Agreement must be in writing and must be signed by duly authorized agents of the Parties.

- 18. Assignment and Delegation:** This Agreement, or any right or interest therein, may not be assigned or otherwise transferred by either Party without the prior written consent of the other Party. Any attempted assignment shall be void unless made in strict conformity with this section.

Either Party may perform its duty through a delegate or agent but shall not be thereby relieved of any duty to perform or any liability for breach of this Agreement.

- 19. Remedies:** Any remedy exercised by either Party shall not be deemed exclusive and either Party may pursue any and all other remedies available to it under the law.
- 20. Compliance with Laws:** Parties shall comply with all applicable federal, state, and local laws, rules and regulations that govern each component of this Agreement.
- 21. Non-Waiver:** Waiver by either Party of strict performance of any provision of this Agreement shall not act as a waiver of the right of the other Party to require future strict performance of the same provision or any other provision.
- 22. Harassment.** Per [RCW 43.01.135](#), Sexual harassment in the workplace, Agency Contractors hereby have access to DNR Policy PO01-052 Sexual Harassment: https://www.dnr.wa.gov/publications/em_harassment_prevention_policy.pdf
- 24. Interpretation and Venue:** This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington. The venue of any action brought under this Agreement shall be in the Superior Court of Thurston County.
- 25. Severability:** If any provision of this Agreement is held to be invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision(s), and to this end the provisions of this Agreement are declared severable.
- 26. Termination:** This Agreement may be terminated by either Party by the provision of ninety (90) days written notice, provided that neither Party may terminate this Agreement at any time between April 15 and October 15 of any year due to the fire danger during this period.
- 27. Agreement Managers:**

DNR AGREEMENT MANAGER
Name: Callan Wilkins
Title: Cooperator Wildfire Training Coordinator
Address: 713 Bowers Rd.
City/State/Zip: Ellensburg, WA 98926
Phone: (509) 899-3876
Email: callan.wilkins@dnr.wa.gov

DISTRICT/DEPARTMENT AGREEMENT MANAGER
Name: Chad Michael
Title: Fire Chief
Address: PO Box 6108
City/State/Zip: Kennewick, WA 99663
Phone: 509-820-0460
Email: chad.michael@ci.kennewick.wa.us

This Agreement supersedes all previous agreements.

By signature below, the Agencies certify that the individuals listed in this document, as representatives of the Agencies, are authorized to act in their respective areas for matters related to this instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement.

DISTRICT/DEPARTMENT

**STATE OF WASHINGTON,
DEPARTMENT OF NATURAL
RESOURCES**

Signature Date

Printed Name

Title

Signature Date
Larry Leach

Printed Name
SE Region Manager (Acting)

Title

DISTRICT/DEPARTMENT

Signature Date

Printed Name

Title

DISTRICT/DEPARTMENT

Signature Date

Printed Name

Title

CITY ATTORNEY

Signature Date

Printed Name

Title

Operation Guidelines
Resources ordered through the DNR Region or Division for
Dispatch outside of District/Department jurisdictional boundaries

Department of Natural Resources (DNR) agrees to dispatch District/Department resources to incidents outside of the Districts/Department jurisdictional boundaries as needed to meet DNR responsibilities and as approved by the District/Department. Dispatches can include out of the state of Washington. Participation by a District/Department with incidents outside its jurisdiction is voluntary and separate from involvement in State Fire Mobilization.

This Agreement extends to all District/Department members:

- Washington Fire Service (WFS) paid members which District/Department allow to participate will be paid by the District/Department. DNR will reimburse district/department costs as outlined in this agreement.
- Members of Washington Fire Service who are volunteers will need to be hired by the DNR via the DNR casual hire process and paid directly by DNR. This may be completed pre-season or at the time of the incident. Your local DNR Region office will handle the casual hire process.

District/Department agrees:

- 1) All personnel dispatched outside of their jurisdictional boundaries will have a valid Incident Qualification Card (red card) stating current qualifications; and will adhere to qualifications and standards described in NWCG PMS 310-1;
- 2) To keep equipment and personnel status current in the Interagency Resource Ordering Capability (IROC) by selecting option a. or b. below. List available resources on the following resource list addendum. (Check one):
 - a. ☐ With DNR Region approval, DNR Region will give Web-Status rights to IROC for district employees. It is the employee's responsibility to ensure that their status is accurate.
 - b. ☒ DNR Region will status your employees. For this option, you would need to provide your local DNR Region Dispatch with the status of your employees every Monday by 1200 hours. Dispatch would then update their status in IROC for that week (0800 Tuesday to 0800 Tuesday).

For dispatches outside of the DNR region, approval from DNR host region fire staff is required. Host region fire staff will coordinate with Wildland Fire Management Division in order to ensure statewide readiness.

- 3) To notify your local DNR Region of any changes in status of personnel/equipment (i.e.; dispatched/demobilized under State Fire Mobilization, demobilization & ETA home from incidents dispatched thru DNR, etc.);
- 4) All personnel and equipment dispatched will be paid by the District/Department; (except volunteers will follow payment procedures outlined in their individual agreement and be paid directly by DNR);

- 5) All Equipment and Personnel dispatched under this agreement will arrive at each incident with a copy of their current Forestland Response Agreement.
- 6) Invoice for personnel and equipment costs billed to DNR will include:
 - a. Original Emergency Fire Time Report (OF-288); hourly wage rate (regular and OT) for personnel hours on the OF-288. This applies to paid district/department staff. Volunteers will be paid directly by DNR.
 - b. Original shift ticket (OF-286) documenting mileage to/from incident as well as mileage incurred on the incident signed by the incident supervisor.
 - c. Copy of Resource Order card.
- 7) Invoices requesting payment for equipment (engines/tenders) will be submitted to DNR within sixty (60) business days of the last date of the incurred expense for the incident and shall include Original Emergency Equipment Use Invoice Form (OF-286) and shift tickets (OF-297); and
- 8) Invoices requesting payment for other travel costs (meals, lodging not provided by the incident) must be submitted to DNR within sixty (60) business days of the last date of the incurred expense for the incident.
- 9) Only utilize agency owned vehicles or procured rental vehicles on the fireline or off-road.

DNR agrees to:

- 1) Assist the District/Department with updating status of IMT members in IROC;
- 2) Maintain IQS records for District/Department personnel with NWCG PMS 310-1 wildland fire qualifications, if red carded through the DNR;
- 3) Reimburse District/Department within 30 days of invoice receipt and documentation as required above;
- 4) Reimburse the Fire Service District/Department at the Total Cost of personnel. This includes, regular time, overtime, and District/Department backfill for that position as outlined in the State Mobilization Plan. The DNR will not pay for muster time, wildland premium pay, or other unspecified pay provisions.

Rental vehicles for Off-road use must be procured consistent with the National Emergency Rental Vehicle Blanket Purchase Agreement (NERV). Rental vehicles for non-fire line positions must be rented through alternative sources other than the USFS NERV rental vehicle agreement. Rental vehicle authorization must be documented on the resource order. Please speak with your local DNR Region for more specific information.

**DISTRICT/DEPARMENT RESOURCE LIST
OVERHEAD AND EQUIPMENT ADDENDUM**

DNR will dispatch and process invoices for the following fire district members and equipment when dispatched by DNR outside of their fire district.

Overhead Resources

	Name	Career or Volunteer	Backfill Required	Position/Qualifications	Team Affiliation or Single Resource
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					

**DISTRICT/DEPARMENT RESOURCE LIST
OVERHEAD AND EQUIPMENT ADDENDUM**

DNR will dispatch and process invoices for the following fire district members and equipment when dispatched by DNR outside of their fire district.

Equipment Resources

			Rate / Negotiated Rate*
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

* The negotiated rate must be agreed upon between the signing parties prior to dispatch.

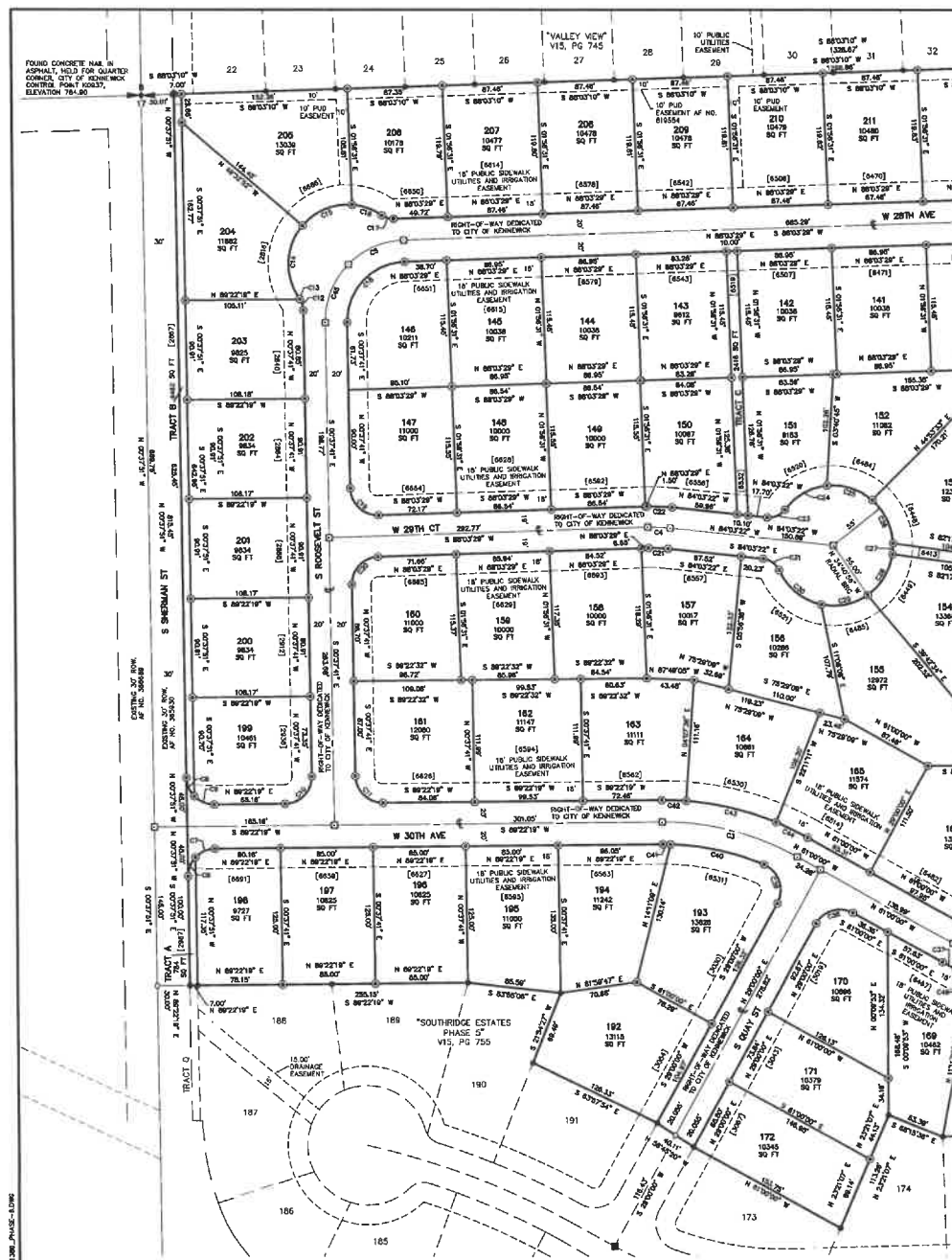
CONTACT INFORMATION:

Council Agenda Coversheet	Agenda Item Number: 4.k. Council Date: 5/21/2024	Category: Consent Agenda
	Agenda Item Type: General Business Item Subject: Set Hearing Date: Six-Year Transportation Improvement Plan Department: Public Works	
<u>Recommendation</u> Staff recommends a public hearing be set for June 4, 2024, to consider adopting the Six-Year Transportation Improvement Plan (2025-2030). <u>Motion for Consideration</u> Motion to set the date of June 4, 2024, for a public hearing to adopt the Six-Year Transportation Improvement Plan (2025-2030). <u>Summary</u> By State law, the City Council is required annually to adopt the Six-Year Transportation Improvement Plan (TIP). The new six year plan will cover the years 2025 through 2030. The plan is required to be constrained to transportation projects that are either funded, or likely to be funded within the period. The plan is further constrained to projects that are on the Federal classified routes (normally arterials and major collector streets). Only those projects programmed in the Six-Year TIP can be authorized by the Federal Highway Administration (FHWA) to utilize federal funds. Once projects are approved in the Six-Year TIP, the City may request federal fund authorization of a project that has been awarded Federal funds. <u>Alternatives</u> None recommended. <u>Fiscal Impact</u> None.		
<u>Attachments:</u> None		

Council Agenda Coversheet	Agenda Item Number: 4.I. Agenda Item Type: Final Plat Subject: Final Plat: Southridge Estates Phase 6 SUB-2024-0006 Department: Community Planning Ord/Reso # Project #	Council Date: 5/21/2024 Category: Consent Agenda
	Contract # Permit # SUB-2024-0006	
<u>Recommendation</u> Staff recommends that City Council authorizes the Mayor (or in her absence the Mayor Pro Tem) to sign the Final Plat of Southridge Estates Phase 6, contingent upon payment of fees and bonding for incomplete sidewalk and landscape work. <u>Motion for Consideration</u> Motion to authorize the Mayor (or in her absence the Mayor Pro Tem) to sign the Final Plat of Southridge Estates Phase 6, contingent upon payment of fees and bonding for incomplete sidewalk and landscape work. <u>Summary</u> A final plat application for Southridge Estates Phase 6 was submitted by MGS Pasco Inc., c/o: Kevin Bethj. The plat consists of 83 lots and 5 tracts on 24.78 acres. The plat is generally located at 2715 S Sherman St and is zoned Residential Medium Density (RM) with a 4000 square foot minimum lot size. The smallest lot is 9,153 square feet and the largest lot is 13,366 square feet. The preliminary plat of Southridge Estates Phase 6 was approved by City Council on September 6, 2005. Staff reviewed the final plat application and found it to be in conformance with all applicable city development regulations. Prior to signing the final plat, the outstanding conditions will be met, in addition to payment of fees and bonding for incomplete sidewalk and landscape work. Following Council Approval and plat signatures, the plat can be recorded and lots sold to individual owners. <u>Alternatives</u> No alternatives were reviewed or are recommended; the application has met the applicable standards. <u>Fiscal Impact</u> None.		
<u>Attachments:</u> 1. Final Plat		

A SUBDIVISION OF A PORTION OF THE NORTHWEST OF
THE NORTHEAST QUARTER OF
SECTION 17 T 8 N, R 29 E, W.M.,
CITY OF KENNEWICK
BENTON COUNTY, WASHINGTON

SHEET 2 OF 3



CURVE TABLE						
CURVE	RADIUS	DELTA	ARC DIST.	CHORD	MEASURED	CHORD D
C1	200.00	14°56'58"	33.85	8.7094283"	8.84	8.84
C2	200.00	21°16'	51.95	8.920328"	10.27	10.27
C3	200.00	29°57'41"	129.28	9.761491"	16.83	16.83
C4	150.00	73°00'	20.94	8.673927"	31.87	31.87
C5	75.00	43°59'14"	87.14	8.681375"	56.77	56.77
C6	25.00	43°59'14"	18.17	8.5170813"	18.71	18.71
C7	25.00	49°02'38"	10.17	8.6292738"	18.58	18.58
C8	25.00	49°02'38"	18.17	8.2366131"	18.71	18.71
C9	25.00	49°02'38"	30.97	8.673928"	31.86	31.86
C10	25.00	80°00'00"	20.00	8.4219716"	20.00	20.00
C11	25.00	80°00'00"	30.00	8.4219716"	30.00	30.00
C12	15.00	37°46'18"	0.87	8.1736744"	0.26	0.26
C13	15.00	37°46'18"	1.04	8.1643237"	0.33	0.33
C14	55.00	51°31'25"	73.91	8.9240231"	67.38	67.38
C15	55.00	30°21'51"	28.24	8.7044742"	28.88	28.88
C16	15.00	38°25'44"	11.54	8.7263758"	11.89	11.89
C17	25.00	88°10'00"	88.12	8.4232454"	75.96	75.96
C18	25.00	81°00'00"	25.00	8.4617008"	25.00	25.00
C19	25.00	88°10'00"	36.78	8.4232454"	36.78	36.78
C20	100.00	73°00'	10.00	8.6739273"	10.00	10.00
C21	100.00	73°00'	20.00	8.6739273"	20.00	20.00
C22	15.00	38°25'44"	15.00	8.6810715"	15.00	15.00
C23	25.00	47°59'41"	48.71	8.8012627"	47.82	47.82

CURVE TABLE						
CURVE	RADIUS	DELTA	ARC DIST.	CHORD BEARING	CHORD DIST.	CHORD BEARING
C25	95.00'	49°52'42"	45.00'	37°03'38"	37.00'	43.76°
C30	95.00'	49°52'42"	45.00'	N 52°27'35" E	37.16'	43.76°
C35	95.00'	107°51'49"	115.00'	N 02°23'56" E	115.00'	43.76°
C38	95.00'	49°52'42"	45.00'	N 31°32'41" E	43.76'	43.76°
C40	95.00'	49°52'42"	45.00'	N 74°02'23" E	43.76'	43.76°
C43	60.00'	83°17'36"	51.16'	N 15°10'22" E	48.35'	43.76°
C44	18.00'	38°22'48"	18.71'	N 41°00'00" E	17.88'	43.76°
C45	23.00'	91°14'48"	20.80'	N 48°01'07" E	35.74'	43.76°
C46	23.00'	88°40'17"	20.73'	S 4°40'53" S	34.67'	43.76°
C48	23.00'	91°14'48"	20.82'	N 48°01'07" E	35.81'	43.76°
C49	23.00'	88°40'17"	20.73'	S 4°40'53" S	34.74'	43.76°
C50	380.00'	27°36'37"	11.15'	S 85°05'58" E	11.15'	43.76°
C57	330.00'	27°36'37"	12.75'	S 85°05'58" E	12.75'	43.76°
C58	23.00'	80°00'00"	20.82'	S 74°00'00" E	37.30'	43.76°
C60	25.00'	85°00'00"	31.87'	N 15°04'02" E	30.38'	43.76°
C61	330.00'	22°03'48"	88.23'	N 77°46'11" E	77.76'	43.76°
C64	230.00'	14°58'22"	88.33'	N 84°30'00" E	87.39'	43.76°
C65	230.00'	14°58'22"	88.41'	N 84°30'00" E	87.40'	43.76°
C66	230.00'	18°03'37"	22.10'	N 75°50'38" E	22.49'	43.76°
C67	230.00'	8°46'48"	32.11'	N 84°24'34" E	32.08'	43.76°
C68	230.00'	8°46'48"	32.11'	S 84°24'34" E	32.08'	43.76°
C69	330.00'	4°00'00"	18.17'	S 85°00'00" E	18.17'	43.76°
C70	330.00'	11°40'30"	18.53'	S 72°53'58" E	18.54'	43.76°
C71	330.00'	28°03'30"	184.07'	S 77°00'00" E	184.07'	43.76°

1) WASHINGTON DEPARTMENT OF NATURAL RESOURCES
BUREAU OF FISH AND WILDLIFE, OLYMPIA, WASH.

- 2) "SOUTH BAY VOLUME 10," PAGE 1032, DATED 1962
- 3) "SOUTH BAY VOLUME 11," PAGE 1107, DATED 1962
- 4) "SOUTH BAY DEPARTMENT OF TRANSPORTATION, 58 SECOND AVENUE, NEW YORK 10013, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626

1) TRACTS
EASEMENT

- 3) A GEOLOGICAL REPORT STATING SOIL BEARING CAPACITY AT FOOTING DEPTH IS REQUIRED PRIOR TO FOOTING INSTALLATION ON ALL PARCELS.
- 4) THE 2000 FOOT WIDE WATERLINE EASEMENT OF JO. 2015-019745 IS NOT SHOWN ON THIS PLAT, THE EASEMENT FALLS WITHIN THE DEDICATED PUBLIC RIGHT-OF-WAY AND ADJOINING PUBLIC SIDEWALK, UTILITIES AND IRRIGATION EASEMENT. ALSO, AS A STIPULATION IN THE SAID DOCUMENT, THIS EASEMENT WILL EXPIRE ON THE ACCEPTANCE OF THE SUBDIVISION PLAT.
- 5) THE PREVIOUS PHASE "SOUTH-EMME ESTATES PHASE 5" OF JO. 2023-002056 HAD ADDITIONAL PUBLIC SIDEWALK, UTILITIES AND IRRIGATION EASEMENTS ON THE

I KEVIN L. BETHJE, A PROFESSOR OF RECREATION Mgt. 384001 MS

AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED HEREIN AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, SAID SURVEY WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF PHO MADE CONSTRUCTION, LLC IN OCTOBER, 2021.

KEVIN L. BETHE, PROFESSIONAL LAND SURVEYOR

● **NS**

- (C) INDICATES SET 5/8" x 30" IRON REBAR WITH YPC STAMPED: "BETHLE 38400"
 (D) INDICATES SET BRASS CAP STAMPED: "BETHLE 38400" IN MONUMENT CASE
 (E) INDICATES FOUND BRASS CAP IN MONUMENT CASE AS SET IN SURVEY REFERENCE NO. 23, UNLESS NOTED OTHERWISE, HELD.

(XXXX) INDICATES INDICATES STREET ADDRESS

○ INDICATES CALCULATED POSITION, NOTHING SET



FILED FOR RECORD AT _____ MINUTES

DAY OF _____, 202 AND RECORDED IN VOLUME _____
OF PLATS, PAGE _____, RECORDS OF BENTON COUNTY, WASHINGTON
AT THE REQUEST OF PAR CONSTRUCTION, LLC

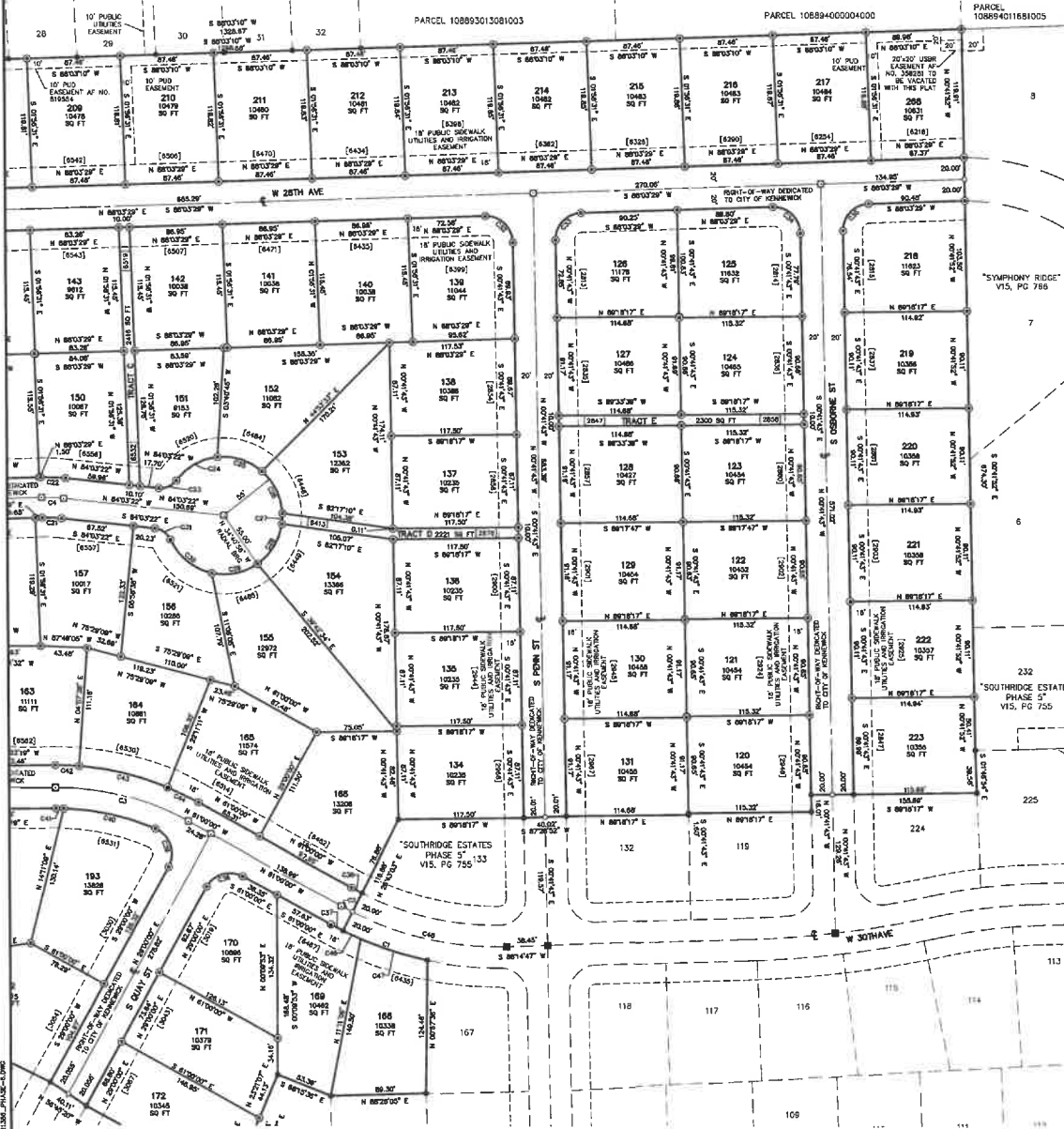
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BENTON COUNTY AUDITOR BY DEPUTY CO.

FEE NO.	INDEX No.
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BASE OF BEARING: NAD 83/2011 WASHINGTON STATE
PLANE COORDINATE SYSTEM, SOUTH ZONE COMBINED
SCALE FACTOR: 0.9998072 AT THE NE CORNER OF

NOTES:
 1) TRACTS "A", "B", "C", "D" AND "E" ARE FOR NON-RESIDENTIAL USE AND WILL ALSO SERVE AS PEDESTRIAN, UTILITIES, SEWER, IRRIGATION AND LANDSCAPING EASEMENTS. THEY WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
 2) A GEOTECHNICAL REPORT STATING SOIL BEARING CAPACITY AT FOOTING DEPTH IS REQUIRED PRIOR TO FOOTING INSTALLATION ON ALL PARCELS.
 3) THE 20.00 FOOT WIDE WATERLINE EASEMENT OF NO. 2015-00145 IS NOT SHOWN ON THIS PLAN. THE EASEMENT FALLS WITHIN THE DEDICATED PUBLIC RIGHT-OF-WAY AND ADJOINING PUBLIC SEWER, UTILITIES AND IRRIGATION EASEMENT. ALSO, AS A STIPULATION IN THE SAID DOCUMENT, THIS EASEMENT WILL EXPIRE ON THE EXPIRATION OF THE SUBDIVISION PLAN.
 4) THE PREVIOUS PHASE "SOUTHRIDGE ESTATES PHASE 5" AT NO. 2023-00258 HAD ADJACENT PUBLIC SEWER, UTILITIES AND IRRIGATION EASEMENTS ON THE EXTENSIONS OF SEVERAL ROADSWAYS. THESE EASEMENTS FALL WITHIN THE DEDICATED PUBLIC RIGHT-OF-WAY AND 18.00' PUBLIC SEWER, UTILITIES AND IRRIGATION EASEMENTS SHOWN HEREON ADJACENT TO ALL DEDICATED PUBLIC RIGHT-OF-WAYS. EASEMENTS AS SHOWN ON SAID PHASE 5 PLAN ARE REPLACED AS SHOWN HEREON.



SOUTHRIDGE ESTATES PHASE 6

A SUBDIVISION OF A PORTION OF THE NORTHWEST QUARTER OF
SECTION 17 T 8 N, R 29 E, W.M.,
CITY OF KENNECK
BENTON COUNTY, WASHINGTON

JOB NO. 21-366 APRIL 30, 2024

SHEET 3 OF 3



4-30-2024

SURVEYOR'S CERTIFICATE

I, KEVIN L. BETHE, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON (REGISTRATION NO. 34460) HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON IS BASED ON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED HEREON AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, SAID SURVEY WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT AND THE REQUEST OF PAR CONSTRUCTION, LLC IN OCTOBER, 2023.

KEVIN L. BETHE, PROFESSIONAL LAND SURVEYOR
 CONTRACT NO. 34460

DATE
 4-30-2024

LEGEND

- ① INDICATES FOUND 3/4" IRON NAIL WITH "PC" AS SET IN SURVEY REFERENCE NO. 33, HELD UNLESS NOTED OTHERWISE.
- ② INDICATES SET 5/8" x 30" IRON NAIL WITH "PC" STAMPED: "BETHE 34460".
- ③ INDICATES SET BRASS CAP STAMPED: "BETHE 34460".
- ④ INDICATES FOUND BRASS CAP IN MONUMENT CASE AS SET IN SURVEY REFERENCE NO. 33, UNLESS NOTED OTHERWISE, HELD.
- ⑤ INDICATES CALCULATED POSITION, NOTHING SET.

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT _____ MINUTES PAST _____ THIS _____ DAY OF _____, 2022 AND RECORDED IN VOLUME _____ OF PLATS, PAGE _____, RECORDS OF BENTON COUNTY, WASHINGTON AT THE REQUEST OF PAR CONSTRUCTION, LLC.

BENTON COUNTY AUDITOR

BY DEPUTY COUNTY AUDITOR

FILE NO.

INDEX NO.

SURVEY REFERENCE

- 1) WASHINGTON DEPARTMENT OF NATURAL RESOURCES SURVEY, BOOK 1, PAGE 1037, DATED 1885
- 2) SHORT PLAT VOLUME 1, PAGE 1772, DATED 1893
- 3) WASHINGTON DEPARTMENT OF TRANSPORTATION, SR 52000E SHIP ROAD WIDENING TO 40' 11" RIGHT-OF-WAY & LIMITED ACCESS PLAN, SHEET 28 & 29, DATED 19-10-1986
- 4) BARNETT SURVEY VOLUME 1, PAGE 10, DATED 1986
- 5) GALVIN SURVEY VOLUME 1, PAGE 3644, DATED 2008
- 6) GALVIN SURVEY VOLUME 1, PAGE 3646, DATED 2008
- 7) ADJUDICATED SHORT PLAT VOLUME 1, PAGE 3688, DATED 2009
- 8) ADJUDICATED SHORT PLAT VOLUME 1, PAGE 3685, DATED 2008
- 9) BRIDGING SITE PLAN RECORD OF SURVEY VOLUME 1, PAGE 5681, DATED 2008
- 10) BRIDGING SITE PLAN RECORD OF SURVEY VOLUME 1, PAGE 5681, DATED 2008
- 11) SOUTHRIDGE, PHASE 1, VOLUME 15, PAGE 325
- 12) SOUTHRIDGE, PHASE 2A, VOLUME 15, PAGE 448
- 13) SOUTHRIDGE, PHASE 2B, VOLUME 15, PAGE 443
- 14) SOUTHRIDGE, PHASE 3, VOLUME 15, PAGE 523
- 15) SOUTHRIDGE, PHASE 4, VOLUME 15, PAGE 553
- 16) SOUTHRIDGE, PHASE 5, VOLUME 15, PAGE 579
- 17) SOUTHRIDGE, PHASE 6, VOLUME 15, PAGE 590
- 18) SOUTHRIDGE, PHASE 7, VOLUME 15, PAGE 700
- 19) SOUTHRIDGE, PHASE 8, VOLUME 15, PAGE 699
- 20) SOUTHRIDGE, PHASE 9, VOLUME 15, PAGE 718
- 21) SOUTHRIDGE, PHASE 10, VOLUME 15, PAGE 730
- 22) SOUTHRIDGE, PHASE 11, PAGE 3633
- 23) SOUTHRIDGE, PHASE 12, VOLUME 15, PAGE 755
- 24) SOUTHRIDGE, PHASE 13, PAGE 740
- 25) SOUTHRIDGE, PHASE 14, PAGE 766

BENCH MARK

CITY OF KENNECK CONTROL POINT K0227
 2" BRASS CAP THE NORTHEAST CORNER OF SECTION 17
 ELEVATION = 85.000 MANDATORY

PARCEL NUMBER
 1-1708-108-003-000, OWNED: PAR CONSTRUCTION, LLC

WGS 1983, INC. MAKES NO WARRANTIES AS TO MATTERS OF UNWRITTEN TITLE SUCH AS ADVERSE POSSESSION, ACQUESCENCE, ESTOPPEL, ETC.

PREPARED BY:
 AGS PARDON, INC.
 809 S. AUBURN ST.
 KENNECK, WA 98559
 509-491-1071

Council Agenda Coversheet 	Agenda Item Number: 5.a. Agenda Item Type: Ordinance Subject: Ordinance: Spring Budget Adjustment Department: Finance Ord/Reso # Project # Council Date: 5/21/2024 Contract # Permit #	Category: Ordinance/Reso
<u>Recommendation</u> Staff recommends Council adopt the spring budget adjustment ordinance as presented. <u>Motion for Consideration</u> Motion to adopt the spring budget adjustment ordinance as presented. <u>Summary</u> The budget adjustment ordinance provides the opportunity to formally appropriate items previously approved by Council and to bring matters of special interest to Council's attention. This is the third amendment to the City's the 2023/2024 biennial budget. Significant items included are as follows: • To revise revenue projections in various funds including sales tax, electric utility tax, and interest earnings. • To appropriate for the following: ○ new grants for bulletproof vest replacements, cybersecurity response planning, Middle Housing HB 1110, Climate Change HB 1181, and historic preservation programs funded through grants in the General Fund. ○ personnel changes in the Parks and Recreation Department. ○ the City's actual 2023-2024 assessments for jail services and the reinstatement of a Work Crew costs in 2024. ○ the City's actual 2023-2024 assessments for District Court and the Office of Public Defense. ○ the City's actual 2023-2024 assessments for Benton County Emergency Services (BCES). ○ a new full-time Public Record Specialist position in the Police Department funded with public safety sales tax. ○ the increase of the Police Department fleet by 5 vehicles utilizing public safety sales tax funding. ○ the remaining ARPA funds awarded to the City, including the replacement of vehicle lifts at the City shops. ○ new grant awards for the Conway School Zone and Keene Trail Extension projects. ○ additional construction costs on Deschutes/CCB and Steptoe/Gage Blvd. intersections. ○ pre-procurement of construction items on the Water Treatment Plant (WTP) improvement project due to long lead times. ○ additional construction costs on the Wastewater Treatment Plant (WWTP) Upgrade Phase II project. ○ new aerial and pumper truck replacements due to the long lead time for apparatus deliveries. <u>Alternatives</u> None recommended. <u>Fiscal Impact</u> Total increase in appropriations of \$16,847,972, which represents a 3.3% increase to the 2023/2024 adjusted biennial budget.		
<u>Attachments:</u> 1. Ordinance 2. Summary 3. Adjustment		

CITY OF KENNEWICK
ORDINANCE NO. 24-_____

AN ORDINANCE PROVIDING FOR MODIFICATION OF THE 2023/2024
BIENNIAL BUDGET

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

Section 1. That certain expenditures as set out below must be made during 2024 that were not foreseeable at the time of preparing the 2023/2024 biennial budget and it is necessary to make appropriations as set forth below and to adjust certain fund income not forecast for 2023/2024, and to make expenditures and changes as designated below, and the following funds shall be changed as follows:

General Fund	\$4,686,025
Urban Arterial Street Fund	1,718,762
Capital Improvement Fund	3,177,062
Water and Sewer Fund	556,300
Coliseum Fund	506,700
Equipment Rental Fund	5,643,000
Community Development Fund	(35,879)
Public Safety Fund	187,500
Cash Reserve Fund	260,000
Lodging Tax Fund	79,500
CSLFRF Fund	<u>69,002</u>
 Total Increase in Appropriations	 <u>\$16,847,972</u>

Section 2. That the increases and/or decreases in appropriations and anticipated revenues in the above funds, for said uses and purposes and proper City officials be, and hereby are, authorized and directed to issue warrants or transfer of said funds in accordance with this ordinance.

Section 3. This ordinance shall be in full force and effect five days from and after its passage, approval, and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this
21st day of May, 2024, and signed in authentication of its passage this 21st day of May, 2024.

Attest:

GRETLE J. CRAWFORD, Mayor

KRYSTAL TOWNSEND,
City Clerk

ORDINANCE NO. 24-_____ filed and
recorded in the office of the City Clerk of
the City of Kennewick Washington, this
22nd day of May, 2024

Approved as to Form:

LISA BEATON,
City Attorney

KRYSTAL TOWNSEND,
City Clerk

DATE OF PUBLICATION:

ORDINANCE EFFECTIVE DATE:

CITY OF KENNEWICK
SUMMARY OF 2023/2024 BIENNIAL BUDGET ADJUSTMENTS

	Original Biennial Budget	Ord. #6020 Adjustment (5/23)	Ord. #6039 Adjustment (11/23)	Ord. #24- Adjustment (5/24)	Amended Biennial Budget
GENERAL GOV'T OPERATIONS					
General Fund	\$ 121,188,416	\$ 8,396,424	\$ 224,132	\$ 4,686,025	\$ 134,494,997
Street Fund	5,545,461	-	-	-	5,545,461
Subtotal	126,733,877	8,396,424	224,132	4,686,025	140,040,458
CAPITAL PROJECTS					
Urban Arterial Street Fund	3,170,000	7,780,225	-	1,718,762	12,668,987
Capital Improvement Fund	53,834,300	17,347,040	(35,057)	3,177,062	74,323,345
ENTERPRISE & INTERNAL SERVICE					
Water and Sewer Fund	105,475,231	29,034,728	(321,156)	556,300	134,745,103
Medical Services Fund	35,204,879	6,148,438	-	-	41,353,317
Building Safety Fund	5,883,000	1,264,686	-	-	7,147,686
Coliseum Fund	9,326,400	(17,156)	1,000,000	506,700	10,815,944
Stormwater Utility Fund	6,965,250	1,058,367	-	-	8,023,617
Columbia Park Golf Course Fund	956,000	-	37,195	-	993,195
Equipment Rental Fund	15,516,451	3,680,627	1,280,000	5,643,000	26,120,078
Central Stores Fund	693,087	4,432	-	-	697,519
Risk Management Fund	6,244,944	954,981	1,154,500	-	8,354,425
DEBT SERVICE					
Debt Service Fund	7,498,598	-	-	-	7,498,598
LID Guaranty Fund	39,500	4,014	-	-	43,514
SPECIAL REVENUE					
Arterial Street Fund	8,000,000	-	-	-	8,000,000
BI-PIN Operations Fund	2,080,161	-	8,585	-	2,088,746
Community Development Fund	1,873,600	710,706	-	(35,879)	2,548,427
Asset Forfeiture Fund	241,000	7,952	-	-	248,952
Public Safety Fund	4,769,250	-	-	187,500	4,956,750
Cash Reserve Fund	3,200,000	14,006	-	260,000	3,474,006
Lodging Tax Fund	5,584,500	3,449	-	79,500	5,667,449
Criminal Justice Sales Tax Fund	8,258,000	546,156	-	-	8,804,156
HIDTA Fiduciary Program Fund	4,000,000	-	-	-	4,000,000
CSLFRF Fund	2,296,640	955,392	(2,200,000)	69,002	1,121,034
FIDUCIARY TRUST FUNDS					
Fire Pension Fund	1,436,000	5,386	-	-	1,441,386
OPEB Trust Fund	6,221,600	5,674	-	-	6,227,274
Total	\$ 425,502,268	\$ 77,905,527	\$ 1,148,199	\$ 16,847,972	\$ 521,403,966

Ordinance #6020 (5/23) adjusts estimated beginning fund balances to actual and appropriates for 2021/22 carry overs, the City's additional share of animal control costs, debt service on PWTF loan for AMR, and additional fleet replacement costs.

Ordinance #6039 (11/23) is the mid-biennium budget adjustment.

Ordinance #24- (5/24) is the spring budget adjustment.

CITY OF KENNEWICK
Budget Adjustment Ordinance No. 24-

BARS Account		Account Title	Adopted Budget	Proposed Adjustment	Amended Budget	Explanation
GENERAL FUND REVENUES						
001000	313101	Local Retail Sales and Use Tax	\$ 24,316,500	\$ 1,650,000	\$ 25,966,500	Revised 23.24 revenue projection
001000	313701	Local Sales Tax - Crim Justice	4,532,000	200,000	4,732,000	" " "
001000	316406	Cable Television	1,660,800	(1,075,000)	585,800	Reallocate franchise fee to correct revenue account
001000	316408	Benton County P.U.D.	7,976,000	450,000	8,426,000	Revised 23.24 revenue projection
001000	321910	Franchise Fees	-	1,075,000	1,075,000	Reallocate franchise fee to correct revenue account
001070	331009	Bulletproof Vest Ptnrshp Grant	-	21,800	21,800	Grant award providing 50% of purchase of bullet proof vests
001000	333038	Homeland Security - Cybersecurity Grant	-	20,000	20,000	Grant award for cybersecurity incident response plan
001060	334042	Middle Housing Grant - GMA	-	75,000	75,000	Grant award for public hearings, middle housing ord. for HB 1110
001060	334042	Climate Planning Grant - GMA	75,000	290,000	365,000	Grant award to develop climate change/resiliency element reqs HB 1181
001060	337003	Historic Preservation Grant	-	10,000	10,000	Grant award to prep nomination of Farmer's Exchange as historical place
001060	337003	Historic Preservation Grant	10,000	25,000	35,000	Grant award for historic downtown survey
001070	342110	SRO Contract	1,187,000	11,000	1,198,000	Increase for additional SRO contractual services
001000	361101	Investment Interest	476,000	1,600,000	2,076,000	Revised 23.24 revenue projection
001000	361401	Interest Income from Sales Tax	31,900	140,000	171,900	" " "
001000	367005	Cont - Economic Development	-	4,725	4,725	Arts Commission sponsorship for traffic box art wraps
001023	367009	Donations-Pks&Rec	-	1,000	1,000	Donation for horseshoe pit improvements at Eastgate Park
001000	397035	Transfer from Public Safety	4,769,250	187,500	4,956,750	Revised 23.24 revenue projection
Net Increase (Decrease) in Revenues				<u>\$ 4,686,025</u>		
GENERAL FUND EXPENDITURES						
FINANCE DEPARTMENT						
<i>Finance</i>						
B1514230	541005	Contractual/Consulting Svcs	\$ 49,305	\$ 57,500	\$ 106,805	Interim Finance Director from Dec 2023 - March 2024
B1514230	543002	Travel & Training Expense	11,550	18,000	29,550	Appropriate travel and training for new Finance staff
<i>Human Resources</i>						
B2518100	541005	Contractual/Consulting Services	62,100	32,600	94,700	Appropriate McLean HR consulting services
B2518100	549071	Art Commission	19,650	4,725	24,375	Arts Commission sponsorship for traffic box art wraps
<i>Code Enforcement</i>						
B5524600	541005	Contractual/Consulting Svcs	23,650	20,000	43,650	Appropriate for significant unanticipated nuisance abatements
Total Finance				<u>132,825</u>		
FIRE DEPARTMENT						
<i>Fire Administration</i>						
F1522100	541030	Benton County-Emergency Srvc	88,600	2,000	90,600	Appropriate 2024 assessments for BCES
<i>Fire Suppression</i>						
F1522200	531049	Protective Clothing	215,044	85,000	300,044	PPE requirements for new employees due to unanticipated retirements
F1522200	541013	SECOMM - Dispatch Services	38,300	5,300	43,600	Appropriate 2024 assessments for BCES
<i>Fire Training</i>						
F1522450	543002	Travel & Training Expense	117,818	45,000	162,818	Training for new employees due to unanticipated retirements
Total Fire				<u>137,300</u>		

CITY OF KENNEWICK
Budget Adjustment Ordinance No. 24-

BARS Account	Account Title	Adopted Budget	Proposed Adjustment	Amended Budget	Explanation
PARKS AND RECREATION DEPARTMENT					
<i>Recreation Services</i>					
K1571210	511000 Salaries and Wages	896,230	79,380	975,610	Reclass 2 part-time positions to .8 regular part-time positions with benefits
K1571210	511000 Salaries and Wages	975,610	166,910	1,142,520	Appropriate for new recreation & events supervisor position
K1571210	520001 Social Security (FICA)	118,580	12,770	131,350	" " " "
K1571210	520001 Social Security (FICA)	131,350	6,080	137,430	Reclass 2 part-time positions to .8 regular part-time positions with benefits
K1571210	520002 Industrial Insurance	53,919	520	54,439	" " " "
K1571210	520002 Industrial Insurance	54,439	720	55,159	Appropriate for new recreation & events supervisor position
K1571210	520003 Retirement	129,418	10,620	140,038	" " " "
K1571210	520003 Retirement	140,038	5,050	145,088	Reclass 2 part-time positions to .8 regular part-time positions with benefits
K1571210	520007 WA Family Leave	1,349	180	1,529	" " " "
K1571210	520007 WA Family Leave	1,529	360	1,889	Appropriate for new recreation & events supervisor position
K1571210	520011 Medical Insurance	209,954	37,610	247,564	" " " "
K1571210	520011 Medical Insurance	247,564	27,660	275,224	Reclass 2 part-time positions to .8 regular part-time positions with benefits
K1571210	520013 Life Insurance	3,223	140	3,363	" " " "
K1571210	520013 Life Insurance	3,363	280	3,643	Appropriate for new recreation & events supervisor position
K1571210	520014 Dental Insurance	14,225	2,300	16,525	" " " "
K1571210	520014 Dental Insurance	16,525	1,700	18,225	Reclass 2 part-time positions to .8 regular part-time positions with benefits
K1571210	520015 Long Term Disability Insurance	3,591	310	3,901	" " " "
K1571210	520015 Long Term Disability Insurance	3,901	650	4,551	Appropriate for new recreation & events supervisor position
K1571210	520016 Vision Insurance	2,163	380	2,543	" " " "
K1571210	520016 Vision Insurance	2,543	280	2,823	Reclass 2 part-time positions to .8 regular part-time positions with benefits
<i>General Parks Facilities</i>					
K2576810	511000 Salaries and Wages	3,715,887	53,590	3,769,477	Temporary 3-yr PR&F Project Supervisor/Coordinator position
K2576810	511000 Salaries and Wages	3,769,477	(59,350)	3,710,127	Eliminate shared M&C position and replace with PT wages
K2576810	513000 Part-Time Wages	711,000	76,000	787,000	" " " "
K2576810	520001 Social Security (FICA)	342,339	4,100	346,439	Temporary 3-yr PR&F Project Supervisor/Coordinator position
K2576810	520001 Social Security (FICA)	346,439	(4,550)	341,889	Eliminate shared M&C position and replace with PT wages
K2576810	520001 Social Security (FICA)	341,889	5,814	347,703	" " " "
K2576810	520002 Industrial Insurance	175,967	1,570	177,537	Temporary 3-yr PR&F Project Supervisor/Coordinator position
K2576810	520002 Industrial Insurance	177,537	(2,690)	174,847	Eliminate shared M&C position and replace with PT wages
K2576810	520002 Industrial Insurance	174,847	5,928	180,775	" " " "
K2576810	520003 Retirement	430,237	3,410	433,647	Temporary 3-yr PR&F Project Supervisor/Coordinator position
K2576810	520003 Retirement	433,647	(3,780)	429,867	Eliminate shared M&C position and replace with PT wages
K2576810	520003 Retirement	429,867	3,948	433,815	" " " "
K2576810	520007 WA Family Leave	5,664	120	5,784	Temporary 3-yr PR&F Project Supervisor/Coordinator position
K2576810	520007 WA Family Leave	5,784	(130)	5,654	Eliminate shared M&C position and replace with PT wages
K2576810	520011 Medical Insurance	935,619	(19,170)	916,449	" " " "
K2576810	520011 Medical Insurance	916,449	11,180	927,629	Temporary 3-yr PR&F Project Supervisor/Coordinator position
K2576810	520013 Life Insurance	4,059	90	4,149	" " " "
K2576810	520013 Life Insurance	4,149	(100)	4,049	Eliminate shared M&C position and replace with PT wages
K2576810	520014 Dental Insurance	69,248	(1,500)	67,748	" " " "
K2576810	520014 Dental Insurance	67,748	880	68,628	Temporary 3-yr PR&F Project Supervisor/Coordinator position
K2576810	520015 Long Term Disability Insurance	13,788	210	13,998	" " " "
K2576810	520015 Long Term Disability Insurance	13,998	(230)	13,768	Eliminate shared M&C position and replace with PT wages
K2576810	520016 Vision Insurance	9,779	(190)	9,589	" " " "
K2576810	520016 Vision Insurance	9,589	110	9,699	Temporary 3-yr PR&F Project Supervisor/Coordinator position

CITY OF KENNEWICK
Budget Adjustment Ordinance No. 24-

BARS Account	Account Title	Adopted Budget	Proposed Adjustment	Amended Budget	Explanation
PARKS AND RECREATION DEPARTMENT (Continued)					
K2576810 531012	Building Repair/Maint Supplies	95,000	1,000	96,000	Donation for horseshoe pit improvements at Eastgate Park
<i>Other City Facilities</i>					
K2576900 549032	Building Demolition	-	152,000	152,000	Carryforward demolition of CP campground for USACE lease
Total Parks/Rec			582,160		
POLICE DEPARTMENT					
<i>Police Administration</i>					
L1521100 541005	Contractual/Consulting Svcs	15,400	64,000	79,400	Appropriate for mental health professional for public safety personnel
<i>KPD Admin-Intergovernmental</i>					
L1521200 541013	SECOMM - Dispatch Services	1,919,400	(52,000)	1,867,400	Appropriate 2024 assessments for BCES
L1521200 541025	Benton County - 800 Mhz Srvc	420,300	(58,000)	362,300	" " "
<i>Youth Services Unit</i>					
L1521230 531015	DARE Supplies	30,250	11,000	41,250	Increase supplies for additional SRO services
<i>Patrol</i>					
L1521710 535001	Small Tools and Minor Equip	214,200	21,800	236,000	Appropriate for payment from DOJ for 50% of bullet proof vest purchase
<i>Care and Custody of Prisoners</i>					
L1523600 541027	Benton County - Jail Services	3,600,000	375,000	3,975,000	Revised jail services projections and addition of work crew in 2024
Total Police			361,800		
MANAGEMENT SERVICES DEPARTMENT					
<i>Information Technology</i>					
M3518800 512000	Overtime	21,950	14,760	36,710	Appropriate for overtime to support Council and Planning Comm mtgs
M3518800 541005	Contractual/Consulting Svcs	83,000	20,000	103,000	Appropriate for cybersecurity incident response plan
M3518800 548011	Maintenance Agreements	2,101,129	38,000	2,139,129	Reclass budget for CivicClerk maintenance agreement
<i>Information Technology Capital</i>					
M3594180 564010	Software	38,000	(38,000)	-	" " " "
Total Mgmt Svcs			34,760		
COMMUNITY PLANNING DEPARTMENT					
<i>Long Range Planning</i>					
N1558600 531027	Historic Pres Commission	1,000	10,000	11,000	Appropriate the nomination of Farmer's Exchange as historical place
N1558600 541005	Contractual/Consulting Svcs	60,000	75,000	135,000	Appropriate consultant for work on middle housing ordinance for HB1110
N1558600 541005	Contractual/Consulting Svcs	135,000	25,000	160,000	Appropriate for historic downtown survey
N1558600 541005	Contractual/Consulting Svcs	160,000	290,000	450,000	Consultant to develop climate change and resiliency elements for HB 1181
Total Comm Planning			400,000		
NON-DEPARTMENTAL					
<i>Municipal Court</i>					
Z1512500 541026	Benton County - District Court	1,641,000	170,000	1,811,000	Appropriate for additional costs based on City's 2024 allocation
Z1512500 541031	Benton County-Office Pub Def	1,112,000	345,000	1,457,000	" " " "

CITY OF KENNEWICK
Budget Adjustment Ordinance No. 24-

BARS Account		Account Title	Adopted Budget	Proposed Adjustment	Amended Budget	Explanation
NON-DEPARTMENTAL (Continued)						
<i>Transfers Out</i>						
Z1597100	500031	Transfer to Cash Reserve Fund	-	260,000	260,000	Appropriate 2023/2024 transfer to Cash Reserve Fund
Z1597100	500034	Transfer to Coliseum Fund	400,000	100,000	500,000	Increase operating subsidy to Coliseum Fund
<i>Allowance for Under Expenditure</i>						
Z1597200	511001	Allowance for Under Expenditure	(2,527,584)	(135,380)	(2,662,964)	Appropriate for new recreation & events supervisor position
Z1597200	511001	Allowance for Under Expenditure	(2,662,964)	(121,300)	(2,784,264)	Reclass 2 part-time positions to .8 regular part-time positions with benefits
Total Non-Deptl				618,320		
Z1508900	500000	Ending Fund Balance	10,524,443	2,418,860	12,943,303	Net impact on ending fund balance
Net Increase (Decrease) in Appropriations				<u>\$ 4,686,025</u>		
COMMUNITY DEVELOPMENT FUND						
107130	331001	H.U.D. Block Grant	\$ 2,108,802	\$ (43,435)	\$ 2,065,367	Adjust 2024 CDBG award to actual
107130	331004	Housing Rehab-Client Portion	-	9,072	9,072	Unanticipated program income
107130	333043	CARES ACT Coronavirus Relief	75,337	(1,516)	73,821	Grant reduced to actual eligible reimbursements
Net Increase (Decrease) in Revenues				<u>\$ (35,879)</u>		
M5559300	549072	Kennewick Housing Authority	\$ -	\$ 382,374	\$ 382,374	Appropriate award for construction of sidewalk on 13th & Gum St
M5565100	549024	Unallocated Grant Proceeds	100,174	(34,474)	65,700	Allocate funds to 2024 CDBG awards
M5565100	549024	Unallocated Grant Proceeds	65,700	(43,435)	22,265	Adjust 2024 CDBG award to actual
M5565300	549047	Partners and Pals Program	24,000	22,500	46,500	Appropriate award for partners and pals program
M5569000	549048	Senior Life Resources	35,000	30,000	65,000	Appropriate award for meals on wheels program
M5569001	549048	Senior Life Resources	71,909	(1,017)	70,892	Remove grant balance at expiration
M5569001	549048	Senior Life Resources	70,892	12,679	83,571	Appropriate for COVID-19 Food Safety award
M5571100	549027	Youth Scholarship Program	24,718	11,494	36,212	Appropriate for Youth Scholarship program
M5571100	549080	Elijah Family Homes/Youth Act	-	10,000	10,000	Appropriate for Transition to Success program award
M5597100	500015	Transfer to Capital Imprv Fund	1,612,188	(500,000)	1,112,188	Remove 2024 CDBG award placeholder
M5597100	500015	Transfer to Capital Imprv Fund	1,112,188	74,000	1,186,188	Appropriate for Eastgate walking path award
Net Increase (Decrease) in Appropriations				<u>\$ (35,879)</u>		
PUBLIC SAFETY FUND						
112000	316409	Electricity Utility Tax	\$ 3,323,334	\$ 187,500	\$ 3,510,834	Revised 23.24 revenue projection
Net Increase (Decrease) in Revenues				<u>\$ 187,500</u>		
R2597100	500001	Transfer to General Fund	\$ 4,769,250	\$ 187,500	\$ 4,956,750	Revised 23.24 revenue projection
Net Increase (Decrease) in Appropriations				<u>\$ 187,500</u>		

CITY OF KENNEWICK
Budget Adjustment Ordinance No. 24-

BARS Account		Account Title	Adopted Budget	Proposed Adjustment	Amended Budget	Explanation
CASH RESERVE FUND						
115000	397001	Transfer fm General Fund	\$ -	\$ 260,000	\$ 260,000	Appropriate 2023/2024 transfer from General Fund
		Net Increase (Decrease) in Revenues		<u>\$ 260,000</u>		
R3508400	500000	Ending Fund Balance	\$ 3,214,006	\$ 260,000	\$ 3,474,006	Net impact on ending fund balance
		Net Increase (Decrease) in Appropriations		<u>\$ 260,000</u>		
LODGING TAX FUND						
116000	361101	Investment Interest	\$ 18,500	\$ 79,500	\$ 98,000	Anticipated increase in investment earnings
		Net Increase (Decrease) in Revenues		<u>\$ 79,500</u>		
R4557300	531057	Southridge Field Improvements	\$ -	\$ 19,500	\$ 19,500	Appropriate 2024 LTAC awards
R4597100	500034	Transfer to Coliseum Fund	1,340,000	60,000	1,400,000	" " "
		Net Increase (Decrease) in Appropriations		<u>\$ 79,500</u>		
CRIMINAL JUSTICE SALE TAX FUND						
<i>CJST Records Services</i>						
L2521150	511000	Salaries and Wages	\$ 387,421	\$ 41,344	\$ 428,765	New public records specialist position to be hired July 1
L2521150	520001	Social Security (FICA)	28,636	3,162	31,798	" " " "
L2521150	520002	Industrial Insurance	1,833	116	1,949	" " " "
L2521150	520003	Retirement	40,047	3,939	43,986	" " " "
L2521150	520007	WA Family Leave	594	83	677	" " " "
L2521150	520011	Medical Insurance	72,347	12,030	84,377	" " " "
L2521150	520013	Life Insurance	1,132	53	1,185	" " " "
L2521150	520014	Dental Insurance	7,402	750	8,152	" " " "
L2521150	520015	Long Term Disability Insurance	1,535	160	1,695	" " " "
L2521150	520016	Vision Insurance	1,034	139	1,173	" " " "
<i>CJST Patrol</i>						
L2521710	535001	Small Tools and Minor Equip	77,900	30,000	107,900	Equip 5 new patrol cars with radios
L2521710	535001	Small Tools and Minor Equip	107,900	(32,610)	75,290	Move Flock Safety maintenance agreement to correct account
L2521710	548011	Maintenance Agreements	-	32,610	32,610	" " " "
L2597100	500014	Transfer to Equipment Rental Fund	28,000	500,000	528,000	Increase CJST Fund fleet by 5 vehicles
L2508300	500000	Ending Fund Balance	1,754,453	(591,776)	1,162,677	Net impact on ending fund balance
		Net Increase (Decrease) in Appropriations		<u>\$ -</u>		

CITY OF KENNEWICK
Budget Adjustment Ordinance No. 24-

BARS Account		Account Title	Adopted Budget	Proposed Adjustment	Amended Budget	Explanation
CSLFRF FUND						
119000	331017	CSLFRF - ARPA Funds	\$ 1,052,032	\$ 69,002	\$ 1,121,034	Appropriate additional ARPA revenue
		Net Increase (Decrease) in Revenues		\$ 69,002		
K3518201	548065	Facility Maint/Improvements	\$ 478,902	\$ 39,638	\$ 518,540	Appropriate for HVAC project overruns
M6518801	541125	Contracted Cyber Security	147,105	52,000	199,105	Appropriate for additional year of cyber security contractual services
M6594181	564022	Council Chambers AV Project	4,130	6,074	10,204	Appropriation for increased project cost
R6508300	500000	Ending Fund Balance	28,710	(28,710)	-	Net impact on ending fund balance
		Net Increase (Decrease) in Appropriations		\$ 69,002		
CAPITAL IMPROVEMENT FUND						
300000	313102	Optional Sales Tax	\$ 14,102,500	\$ 1,650,000	\$ 15,752,500	Revised 23.24 revenue projection
300000	334027	Safe Routes to School Grant	-	751,232	751,232	Grant award for Conway School Zone project
300000	337008	Kennewick School District	-	38,700	38,700	KSD contribution toward Conway School Zone project
300000	367019	Sponsorship-LSP Pickleball Crt	154,000	38,600	192,600	Donation by local electrical union for lighting at LSC Pickleball complex
300000	395101	Proceeds from Sale of Land	-	1,124,530	1,124,530	Sale of surplus fire station #3
300000	397023	Transfer fm Community Dev Fund	1,612,188	(500,000)	1,112,188	Remove 2024 CDBG award placeholder
300000	397023	Transfer fm Community Dev Fund	1,112,188	74,000	1,186,188	Appropriate for CDBG award for Eastgate walking path
		Net Increase (Decrease) in Revenues		\$ 3,177,062		
<i>Land and Facilities</i>						
K3594760	562044	LSC Pickleball Courts	\$ 460,298	\$ 38,600	\$ 498,898	Appropriate for additional lighting at LSP Pickleball complex
K3594760	562045	COVID-19 Barrier Upgrade	57,865	3,381	61,246	Appropriate for additional costs of CS COVID barrier installation
<i>Streets</i>						
P4591950	578012	PWTF Loan - US395/Ridgeline	439,908	24,438	464,346	Adjust appropriation for final debt service schedule
P4592950	583026	PWTF Int - US395/Ridgeline	120,491	(1,015)	119,476	" " " "
P4595300	563175	Conway School Zone project	-	789,932	789,932	Appropriate for Conway School Zone project
P4595610	563069	Miscellaneous ADA Improvements	880,683	(500,000)	380,683	Remove 2024 CDBG award placeholder
P4594760	563050	Eastgate Park	-	74,000	74,000	Appropriate for CDBG award for Eastgate walking path
P4597100	500014	Transfer to Equip Rental Fund	3,556,906	1,290,000	4,846,906	Funding for aerial and pumper truck replacements
P4597100	500021	Transfer to UAB Fund	3,479,694	4,000	3,483,694	Grant match for Keene Trail project
P4597100	500021	Transfer to UAB Fund	3,483,694	730,432	4,214,126	Grant match and overage on Deschutes project
P4597100	500021	Transfer to UAB Fund	4,214,126	595,000	4,809,126	Steptoe/Gage construction cost increases
P4508500	500000	Ending Fund Balance	23,787,512	128,294	23,915,806	Net impact on ending fund balance
		Net Increase (Decrease) in Appropriations		\$ 3,177,062		

CITY OF KENNEWICK
Budget Adjustment Ordinance No. 24-

BARS Account		Account Title	Adopted Budget	Proposed Adjustment	Amended Budget	Explanation
URBAN ARTERIAL STREET FUND						
303000	334028	Pedestrian & Bicycle Safety Grant	\$ -	\$ 36,000	\$ 36,000	Grant award for Keene Trail Extension
303000	334036	TIB - Deschutes/CCB Intersection	1,280,000	192,000	1,472,000	Grant award increase for Deschutes/CCB intersection
303000	337014	Port of Kennewick	169,400	161,330	330,730	Increase Port contribution toward Deschutes/CCB intersection
303000	397015	Transfer fm Capital Improvement	3,479,694	4,000	3,483,694	Keene Trail Grant match
303000	397015	Transfer fm Capital Improvement	3,483,694	730,432	4,214,126	Deschutes/CCB grant match and construction cost increases
303000	397015	Transfer fm Capital Improvement	4,214,126	595,000	4,809,126	Steptoe/Gage construction cost increases
		Net Increase (Decrease) in Revenues		<u>\$ 1,718,762</u>		
<i>Preliminary Engineering</i>						
P7595110	563048	Deschutes/CCB Intersection	\$ 7,893	\$ 12,200	\$ 20,093	Appropriate for increased PE on Deschutes/CCB
P7595110	563102	Steptoe St/Gage Blvd Intersection	453	5,800	6,253	Appropriate for increased PE on Steptoe/Gage
P7595110	563176	Keene Trail	-	40,000	40,000	Appropriate for PE on Keene Trail project
<i>Construction Engineering</i>						
P7595120	563048	Deschutes/CCB Intersection	100,000	8,128	108,128	Increase appropriation for CE on Deschutes/CCB
P7595120	563102	Steptoe St/Gage Blvd Intersection	75,000	91,000	166,000	Increase appropriation for CE on Steptoe/Gage
<i>Right of Way</i>						
P7595200	563102	Steptoe St/Gage Blvd Intersection	178,658	(164,800)	13,858	Reduce ROW allocation on Steptoe/Gage
<i>Roadway</i>						
P7595300	563048	Deschutes/CCB Intersection	1,500,000	1,063,434	2,563,434	Increase const allocation for Deschutes/CCB
P7595300	563102	Steptoe St/Gage Blvd Intersection	2,703,170	663,000	3,366,170	Increase const allocation for Steptoe/Gage
		Net Increase (Decrease) in Appropriations		<u>\$ 1,718,762</u>		
MEDICAL SERVICES FUND						
F2522700	541013	SECOMM - Dispatch Services	\$ 152,700	\$ 21,700	\$ 174,400	Appropriate 2024 assessments for BCES
F2597100	500014	Transfer to Equip Rental Fund	-	1,290,000	1,290,000	Funding for aerial and pumper truck replacements
F2508800	500000	Ending Working Capital	9,393,491	(1,311,700)	8,081,791	Net impact on ending fund balance
		Net Increase (Decrease) in Appropriations		<u>\$ -</u>		
COLISEUM FUND						
404000	331017	CSLFRF - ARPA FUNDS	\$ 1,000,000	\$ 346,700	\$ 1,346,700	Increase ARPA allocation for HVAC replacement project
404000	397001	Transfer from General Fund	400,000	100,000	500,000	Appropriate transfer for increased operational costs
404000	397009	Transfer from Lodging Tax Fund	1,340,000	60,000	1,400,000	Appropriate LTAC award for operational costs
		Net Increase (Decrease) in Revenues		<u>\$ 506,700</u>		
Q1575200	541086	Occupancy	\$ 1,485,600	\$ 40,000	\$ 1,525,600	Appropriate increased operational costs
Q1575200	541089	Payroll/Taxes/Benefits	4,655,600	120,000	4,775,600	" " " "
Q1594750	563073	Other Improvements	1,700,000	346,700	2,046,700	Appropriate additional HVAC funding to match contract
		Net Increase (Decrease) in Appropriations		<u>\$ 506,700</u>		

CITY OF KENNEWICK
Budget Adjustment Ordinance No. 24-

BARS Account		Account Title	Adopted Budget	Proposed Adjustment	Amended Budget	Explanation
WATER/SEWER FUND						
410000	331017	CSLFRF - ARPA FUNDS	\$ 3,960,000	\$ 556,300	\$ 4,516,300	Additional ARPA funding for UGA projects
		Net Increase (Decrease) in Revenues		<u>\$ 556,300</u>		
<i>Sewer</i>						
W1535540	548012	Biosolids Management	\$ 2,000,000	\$ (2,000,000)	\$ -	Reallocate Biosolids operational budget to capital project
<i>Debt Service Principal</i>						
W1591340	578021	PWTF Loan Repayment - AMR	274,600	331,840	606,440	Appropriate for final PWTF repayment schedule
<i>Debt Service Interest</i>						
W1592340	583046	PWTF Interest Repayment - AMR	300,100	(170,440)	129,660	" " " "
<i>Water Utility Capital</i>						
W1594340	565071	UGA Utility Expansion	2,141,000	278,150	2,419,150	Additional ARPA funding for UGA projects
W1594340	565073	WTP Improvements	5,176,100	4,200,000	9,376,100	Appropriate for pre-procurement & const contract due to long lead items
<i>Sewer Utility Capital</i>						
W1594350	565051	WWTP Upgrade Phase II	28,993,500	2,273,000	31,266,500	Appropriate sewer area charge to support increased project costs
W1594350	565051	WWTP Upgrade Phase II	31,266,500	2,000,000	33,266,500	Reallocate Biosolids operational budget to capital project
W1594350	565071	UGA Utility Expansion	2,141,200	278,150	2,419,350	Additional ARPA funding for UGA projects
W1508800	500000	Ending Working Capital	27,599,203	(6,634,400)	20,964,803	Net impact on ending fund balance
		Net Increase (Decrease) in Appropriations		<u>\$ 556,300</u>		
EQUIPMENT RENTAL FUND						
501000	331017	CSLFRF - ARPA Funds	\$ 3,285,000	\$ (1,200,000)	\$ 2,085,000	Deobligate ARPA funding for pumper truck purchase
501000	331017	CSLFRF - ARPA Funds	2,085,000	228,000	2,313,000	ARPA funding for vehicle lift replacement
501000	342102	SRO - Vehicle and upfit reimbursements	-	65,000	65,000	Additional vehicle to meet SRO contractual requirements
501000	391900	Proceeds of LOCAL Financing	-	3,470,000	3,470,000	Funding for new aerial and pumper truck replacements
501000	397015	Transfer fm Capital Improvement	3,556,906	1,290,000	4,846,906	" " " "
501000	397039	Transfer fm Medical Serv Fund	-	1,290,000	1,290,000	" " " "
501000	397049	Transfer from CJST Fund	28,000	500,000	528,000	Increase of CJST Fund fleet by 5 vehicles
		Net Increase (Decrease) in Revenues		<u>\$ 5,643,000</u>		
M7548680	535006	Minor Equipment&Modifications	\$ 14,000	\$ 10,125	\$ 24,125	Appropriate for turf tank trailer and Case Review subscription costs
M7548680	535006	Minor Equipment&Modifications	24,125	12,500	36,625	Appropriate for increase of CJST fleet by 5 vehicles
M7548680	536002	Computer Hardware/Printers	260,000	22,500	282,500	" " " "
M7594180	564004	Shop Machinery & Equipment	46,000	228,000	274,000	Replace vehicle lift due to inspection failure
M7594180	564008	Transportation Equipment	9,556,325	90,000	9,646,325	Early KPD replacement to meet factory order window
M7594180	564008	Transportation Equipment	9,646,325	465,000	10,111,325	Appropriate for increase of CJST fleet by 5 vehicles
M7594180	564008	Transportation Equipment	10,111,325	65,000	10,176,325	Additional vehicle to meet SRO contractual requirements
M7594180	564008	Transportation Equipment	10,176,325	6,050,000	16,226,325	Appropriate for aerial and pumper truck replacements
M7594180	564008	Transportation Equipment	16,226,325	(1,200,000)	15,026,325	Deobligate ARPA funded pumper truck purchase
M7594180	564008	Transportation Equipment	15,026,325	(6,800)	15,019,525	Remove Case Review subscription costs from capital
M7508800	500000	Ending Working Capital	6,257,672	(93,325)	6,164,347	Net impact on ending fund balance
		Net Increase (Decrease) in Appropriations		<u>\$ 5,643,000</u>		

CITY OF KENNEWICK
ORDINANCE NO. 24-_____

AN ORDINANCE RELATING TO ZONE DISTRICTS AND STANDARDS
AND AMENDING SECTION 18.12.130 OF THE KENNEWICK MUNICIPAL
CODE

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

Section 1. Section 18.12.130 of the Kennewick Municipal Code, be, and the same hereby is,
amended to read as follows:

18.12.130: – Mini-Storage Development Standards.

The following requirements are applicable to all new mini-storage complexes and to
expansions of existing facilities:

- (1) Access driveways to all storage units shall be paved and shall include a storm water drainage system designed by a professional engineer or architect licensed in the State of Washington and be in conformance with the adopted City of Kennewick standards.
- (2) Each doorway shall be lighted with a minimum of one foot candle of luminance. Automatic photocell or motion-activated lights can fulfill this requirement.
- (3) Exterior lighting shall be shielded or hooded so that direct light does not spill to adjacent properties.
- (4) Mini-storage complexes shall be screened from view from adjacent Commercial and Residential zones. Screening shall be accomplished in one or a combination of the following manners:
 - (a) A six-foot masonry wall with one tree planted every 50 feet along the side and rear yards, with trees to reach a height of at least 30 feet at maturity; or
 - (b) A six-foot fence with a solid landscape screen as defined in KMC 18.21.030(2) and one tree planted every 50 feet along the side and rear yards with trees to reach a height of at least 30 feet at maturity.
 - (c) Open style wrought iron fencing with masonry columns or similar may be used along street abutting property lines when complimentary landscaping and building design comparable to the commercial design standards is used along the street.
 - (d) The above provision shall not apply to multi-story indoor climate-controlled storage buildings when located in commercial zones.

- (5) All buildings shall have an eave of at least one foot.
- (6) In Commercial and Residential zones all buildings shall have a minimum of four feet of masonry wainscoting on the building exterior if visible from a public street.
- (7) Mini-storage complexes shall meet the requirements of KMC 18.21 for the office and parking lot areas as well as street frontage landscaping requirements.
- (8) Roofing materials shall be non-reflective to minimize glare on adjacent properties and public ways.
- (9) Barbed wire, razor wire and electric fences are not permitted.
- (10) Setbacks:
 - (a) Front: 15 feet;
 - (b) Side: Five feet;
 - (c) Rear: Five feet, except when abutting single family residential zoning, then 15 feet;
 - (d) Primary entry gate: 50 feet.
 - (e) When located in commercial zoning districts, mini-storage complexes shall be located a minimum of 150 feet from a street frontage property line. Multi-story climate-controlled storage buildings are exempt from the requirement to be located a minimum 150 feet from a street frontage property line.

(Ord. 24-_____ Sec. 1, 2024; Ord. 5746 Sec. 1, 2018; Ord. 5647 Sec. 2, 2016; Ord. 5407 Sec. 7, 2012; Ord. 5180 Sec. 1, 2007)

Section 2. This ordinance shall be in full force and effect five days from and after its passage, approval and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 21st day of May, 2024, and signed in authentication of its passage this 21st day of May, 2024.

Attest:

GRETLE J. CRAWFORD, Mayor

KRYSTAL TOWNSEND,
City Clerk

ORDINANCE NO. 24-_____ filed and
recorded in the office of the City Clerk of
the City of Kennewick Washington, this
22nd day of May, 2024

Approved as to Form:

LAURENCIO SANGUINO,
Interim City Attorney

KRYSTAL TOWNSEND,
City Clerk

DATE OF PUBLICATION:

ORDINANCE EFFECTIVE DATE:

CITY OF KENNEWICK
ORDINANCE NO. 24-_____

AN ORDINANCE RELATING TO ZONE DISTRICTS AND STANDARDS
AND AMENDING SECTION 18.12.130 OF THE KENNEWICK MUNICIPAL
CODE

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

Section 1. Section 18.12.130 of the Kennewick Municipal Code, be, and the same hereby is,
amended to read as follows:

18.12.130: – Mini-Storage Development Standards.

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expansions of existing facilities:

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- (2) Each doorway shall be lighted with a minimum of one foot candle of luminance. Automatic photocell or motion-activated lights can fulfill this requirement.
- (3) Exterior lighting shall be shielded or hooded so that direct light does not spill to adjacent properties.
- (4) Mini-storage complexes shall be screened from view from adjacent Commercial and Residential zones. Screening shall be accomplished in one or a combination of the following manners:
 - (a) A six-foot masonry wall with one tree planted every 50 feet along the side and rear yards, with trees to reach a height of at least 30 feet at maturity; or
 - (b) A six-foot fence with a solid landscape screen as defined in KMC 18.21.030(2) and one tree planted every 50 feet along the side and rear yards with trees to reach a height of at least 30 feet at maturity.
 - (c) Open style wrought iron fencing with masonry columns or similar may be used along street abutting property lines when complimentary landscaping and building design comparable to the commercial design standards is used along the street.
 - (d) The above provision shall not apply to multi-story indoor climate-controlled storage buildings when located in commercial zones.

- (5) All buildings shall have an eave of at least one foot.
- (6) In Commercial and Residential zones all buildings shall have a minimum of four feet of masonry wainscoting on the building exterior if visible from a public street.
- (7) Mini-storage complexes shall meet the requirements of KMC 18.21 for the office and parking lot areas as well as street frontage landscaping requirements.
- (8) Roofing materials shall be non-reflective to minimize glare on adjacent properties and public ways.
- (9) Barbed wire, razor wire and electric fences are not permitted.
- (10) Setbacks:
 - (a) Front: 15 feet;
 - (b) Side: Five feet;
 - (c) Rear: Five feet, except when abutting single family residential zoning, then 15 feet;
 - (d) Primary entry gate: 50 feet.
 - (e) When located in commercial zoning districts, mini-storage complexes shall be located a minimum of 150 feet from a street frontage property line. Multi-story climate-controlled storage buildings are exempt from the requirement to be located a minimum 150 feet from a street frontage property line.

(Ord. 24-_____ Sec. 1, 2024; Ord. 5746 Sec. 1, 2018; Ord. 5647 Sec. 2, 2016; Ord. 5407 Sec. 7, 2012; Ord. 5180 Sec. 1, 2007)

Section 2. This ordinance shall be in full force and effect five days from and after its passage, approval and publication as required by law.

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Attest:

GRETLE J. CRAWFORD, Mayor

KRYSTAL TOWNSEND,
City Clerk

ORDINANCE NO. 24-_____ filed and
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22nd day of May, 2024

Approved as to Form:

LAURENCIO SANGUINO,
Interim City Attorney

KRYSTAL TOWNSEND,
City Clerk

DATE OF PUBLICATION:

ORDINANCE EFFECTIVE DATE:



COMMUNITY PLANNING DEPARTMENT

STAFF REPORT AND RECOMMENDATION TO
THE PLANNING COMMISSION

FILE No: DCA-2024-0001

Public Hearing Date: May 6, 2024

Proposal: To amend Kennewick Municipal Code (KMC) Sections 18.12.130(4) and 18.12.130(10)(e) by removing screening and setback requirements for specific types of mini-storages.

Applicant: AMERCO Real Estate Company, c/o Lora Lakov

Staff Contact: Steve Donovan, Planning Manager

Background:

On March 8, 2024, the applicant applied to amend KMC Sections 18.12.130(4) and establish a new section 18.12.130(10)(e).

The City sent the proposed amendments to the Department of Commerce, City of Kennewick Departments and outside agencies on March 12, 2024. The Department of Commerce issued expedited review on March 26, 2024.

Discussion and Analysis:

The applicant has proposed the following amendments (underlined and in red) to KMC Section 18.12.130 – Mini-Storage Development Standards:

The following requirements are applicable to all new mini-storage complexes and to expansions of existing facilities:

- (1) Access driveways to all storage units shall be paved and shall include a storm water drainage system designed by a professional engineer or architect licensed in the State of Washington and be in conformance with the adopted City of Kennewick standards.
- (2) Each doorway shall be lighted with a minimum of one foot candle of luminance. Automatic photocell or motion-activated lights can fulfill this requirement.
- (3) Exterior lighting shall be shielded or hooded so that direct light does not spill to adjacent properties.
- (4) Mini-storage complexes shall be screened from view from adjacent Commercial and Residential zones. Screening shall be accomplished in one or a combination of the following manners:
 - (a) A six-foot masonry wall with one tree planted every 50 feet along the side and rear yards, with trees to reach a height of at least 30 feet at maturity; or
 - (b) A six-foot fence with a solid landscape screen as defined in KMC 18.21.030(2) and one tree planted every 50 feet along the side and rear yards with trees to reach a height of at least 30 feet at maturity.
 - (c) Open style wrought iron fencing with masonry columns or similar may be used along street abutting property lines when complimentary landscaping

and building design comparable to the commercial design standards is used along the street.

(d) The above provision shall not apply to multi-story indoor climate-controlled storage buildings when located in commercial zones.

- (5) All buildings shall have an eave of at least one foot.
- (6) In Commercial and Residential zones all buildings shall have a minimum of four feet of masonry wainscoting on the building exterior if visible from a public street.
- (7) Mini-storage complexes shall meet the requirements of KMC 18.21 for the office and parking lot areas as well as street frontage landscaping requirements.
- (8) Roofing materials shall be non-reflective to minimize glare on adjacent properties and public ways.
- (9) Barbed wire, razor wire and electric fences are not permitted.
- (10) Setbacks:
 - (a) Front: 15 feet;
 - (b) Side: Five feet;
 - (c) Rear: Five feet, except when abutting single family residential zoning, then 15 feet;
 - (d) Primary entry gate: 50 feet.
 - (e) When located in commercial zoning districts, mini-storage complexes shall be located a minimum of 150 feet from a street frontage property line. Multi-story climate-controlled storage buildings are exempt from the requirement to be located a minimum 150 feet from a street frontage property line.

Staff Analysis:

The existing screening requirements ensure that mini-storage complexes do not negatively affect surrounding properties. The removal of screening for multi-story indoor climate-controlled facilities may affect adjacent properties. Screening and setbacks requirements for mini-storage complexes should be no less than what is required in KMC Section 18.21.060 – Landscaping Requirements, which promote safety, privacy, public well-being and protect the appearance of the properties and surrounding neighbors.

Placing mini-storage facilities adjacent to street frontages eliminates the ability to have commercial businesses along the street that need the frontage to generate and sustain business. Staff is aware that the buildings shown in the attached exhibits are not a standard mini-storage and are visually appealing, but they have the same impact on the street frontage commercial activities as a standard mini-storage. The issue is not about how the buildings look as much as it is about creating vibrant commercial activity along street frontages. The proposed amendment is not site or owner specific, the amendment is applicable to the commercial zones that permit mini-storage facilities.

The two most recent mini-storage complexes, constructed in the Commercial, Community (CC) Zone, one being an indoor facility, originally proposed to have the storage adjacent to their street frontage. The current code regulations required that the mini-storage be setback 150 feet, which resulted in the construction of buildings for retail and service uses. The retail and service uses would not have been viable if they had been placed behind the mini-storage, out of view from the street.

KMC Section 18.03.040: - Zone Purposes, ensures that the purpose of the zoning districts is consistent with the City Comprehensive Plan. Below are sub-sections that establish the purpose of the commercial zoning districts where Mini-Storage Complexes are permitted:

- (10) CC - The purpose of the CC district is to stabilize, improve and protect commercial areas, and to provide for orderly growth in new commercial areas in accord with the

Comprehensive Plan. CC districts are intended for a wide range of uses to serve the community area to which they are appurtenant.

- (11) CR - The purpose of the CR district is to provide areas for a wide range of commercial uses to serve the entire region.
- (13) CG - The purpose of the CG district is to provide areas for heavy commercial use, wholesaling and warehousing, services supporting the primary activities of the other commercial and industrial districts, and uses which are not compatible with retail commercial zoning districts.

Approval of the proposed amendments will eliminate the screening requirements and the 150-foot setback requirements from a street frontage property line for multi-story indoor climate-controlled storage buildings. The purpose of the commercial zones is to provide a wide range of uses to the community. Placing indoor storage facilities 150 feet back from a road will have minimum impact to that type of business. The loss of street frontage for businesses that need daily visits goes against the purpose of the commercial zones that is to provide a range of uses to serve the community.

Comprehensive Plan Land Use Goals

The following goals provide a basis to for the type of uses appropriate in the commercial zones:

Goal 2: Sustain and enhance viable commercial areas.

Staff Comment: Staff is of the opinion that having a mini-storage of any type within 150 feet of a street does not enhance the viability of surrounding businesses or commercial area. Mini-storages do not generate the foot and vehicular traffic that retail and professional services generate. The operation of a mini-storage does not require the visibility from a street frontage.

Regulatory Controls and Policies

- Kennewick Municipal Code Chapter 18.12
- Kennewick Comprehensive Plan

Findings of Fact:

1. The applicant is AMERCO Real Estate Company, c/o Lora Lakov, 2727 N Central Avenue, Phoenix, AZ 85004.
2. The application was submitted on March 8, 2024.
3. Notice of the proposed code revision was sent to the Washington State Department of Commerce on March 12, 2024, consistent with the requirements of RCW 36.70A.106.
4. The City received confirmation of starting the 60-day/Expedited review period and notice that the City has met the Growth Management Act notice to state agency requirements from the Washington State Department of Commerce on March 12, 2024.
5. The Department of Commerce granted expedited review on March 26, 2024.
6. The Notice of Public Hearing was published in the Tri City Herald on April 21, 2024.
7. The City fulfilled the State Environmental Policy Act requirements by issuing a Determination of Non-significance (DNS) on April 2, 2024.

Conclusions of Law:

1. The proposed amendments will negatively affect the City of Kennewick's general welfare by not utilizing commercial properties their fullest economic potential.

2. The proposed amendments conflict with goals of the Comprehensive Plan by having a negative influence on the viability of the CC, CR and CG Zoning Districts.

Staff Recommendation:

Based on the above analysis of the applicant's request, staff recommends the Planning Commission forward a recommendation of DENIAL to City Council for the following motion.

Motion:

I move that the Planning Commission concur with the findings and conclusions in the staff report DCA-2024-0001 and recommend denial of the amendments to KMC Sections 18.12.130(4) and 18.12.130(10)(e) to City Council.

Exhibits:

1. Staff Report
2. Application, Proposed Amendments and Supporting Information
3. Environmental Determination of Non-significance ED-2024-0007
4. Zoning Map



Community Planning Department

210 West 6th Avenue

Kennewick, WA 99336

Phone: (509) 585-4280

cedinfo@ci.kennewick.wa.us

REQUEST FOR AMENDMENT TO ZONING OR SUBDIVISION CODE

Applicable Filing Fee and SEPA Review Fee are due at the time of application (Fee Schedule)

Applicant AMERCO Real Estate / Lora Lakov AICP
 Address 2727 N Central Ave. Phoenix, AZ 85004
 Telephone 602- 263-6555 Cell _____ Fax 602-263-6526 E-mail lora_lakov@uhaul.com

The amendment, if adopted, will not be restricted to the applicant's particular situation, but will apply to any future situation that may fall under the amendment, regardless of location or other circumstances. Therefore, please state how, in your opinion, the requested amendment will be to the best interests of the City. Use additional paper if needed.

Requested Amendment: 1. Amend code section 18.12.130(4) : Mini – Storage Development standards to exempt multi- story ,indoor climate-controlled storage facilities when located in commercial zones from the 6 foot fence screening requirement.

2. Amend code 18.12.130 (10)e – to exempt multi-story , indoor climate- controlled storage facilities from the requirement of to be located a minimum 150 feet from a street frontage property line.

Lora Lakov
 Signature

3/6/24
 Date

Checklist:

☒ Application & fee

☐ State Environmental Policy Act checklist (SEPA) & fee

We would request that section 18.12.130 be amended to the following:

18.12.130 : - Mini-Storage Development Standards.

The following requirements are applicable to all new mini-storage complexes and to expansions of existing facilities:

- (1) Access driveways to all storage units shall be paved and shall include a storm water drainage system designed by a professional engineer or architect licensed in the State of Washington and be in conformance with the adopted City of Kennewick standards.
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 - (a) A six-foot masonry wall with one tree planted every 50 feet along the side and rear yards, with trees to reach a height of at least 30 feet at maturity; or
 - (b) A six-foot fence with a solid landscape screen as defined in KMC 18.21.030(2) and one tree planted every 50 feet along the side and rear yards with trees to reach a height of at least 30 feet at maturity.
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 - (d) The above provisions shall not apply to multi-story indoor climate-controlled storage buildings , when located in commercial zones.
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- (7) Mini-storage complexes shall meet the requirements of KMC 18.21 for the office and parking lot areas as well as street frontage landscaping requirements.
- (8) Roofing materials shall be non-reflective to minimize glare on adjacent properties and public ways.
- (9) Barbed wire, razor wire and electric fences are not permitted.
- (10) Setbacks:
 - (a) Front: 15 feet;
 - (b) Side: Five feet;
 - (c) Rear: Five feet, except when abutting single family residential zoning, then 15 feet;
 - (d) Primary entry gate: 50 feet.
 - (e) When located in commercial zoning districts, mini-storage complexes shall be located a minimum of 150 feet from a street frontage propertyline. Multi- story indoor climate-controlled storage buildings are exempt from the requirement to be located a minimum 150 feet from a street frontage property line.

(Ord. 5746 Sec. 1, 2018; Ord. 5647 Sec. 2, 2016; Ord. 5407 Sec. 7, 2012; Ord. 5180 Sec. 1, 2007)

Examples of multi- story indoor climate-controlled storage facilities



Examples of multi- story indoor climate-controlled storage facilities



Examples of multi- story indoor climate-controlled storage facilities



Examples of multi- story indoor climate-controlled storage facilities

Exhibit 2



Daphne ,AL

Examples of multi-story indoor climate-controlled storage facilities



Examples of multi- story indoor climate-controlled storage facilities



Examples of multi- story indoor climate-controlled storage facilities





Thank you for your time and attention



Benefits to your city

- Promotes growth in your community.
- Promotes sustainability by reducing customer trip-length to obtain a shared truck – HUGE CO₂ savings. Shows leadership via us, public/private cooperation.
- The proposed U-Haul would add to the property value and increase the tax base, which strengthens the economic base of the community.
- Promotes reuse programs and reduces tree harvesting, pulp manufacturing and shows leadership via public/private.
- Promotes sustainability and generates less traffic than other retail or commercial uses, thus reducing congestion and pollution.
- The planned U-Haul expansion would adhere to City Code and standards, creating a new use for an existing site.



Organization that U-Haul Supports

Exhibit 2

Alzheimer's Association
American Diabetes Association
American Heart Association
American Red Cross
American Veteran Center-Memorial Day Parade-Washington, D.C.
A Place to Turn-Stamp out Hunger
Achilles International
American Cancer Society
American Diabetes
American Red Cross
Avon Breast Cancer Walk
Care for AIDS
Child Help
Children's Resource Foundation
Compassion First
Crisis Nursery
Crohn's and Colitis Foundation of America

Cystic Fibrosis Foundation
Department of Veterans Affairs
Habitat for Humanity
Iron Lung
Kid2KidCloset
Komen Chicago
Kurt Warner's First Things First
Make a Wish
March of Dimes
Marine Corps Marathon
Meals on Wheels
Minnie's Food Pantry
MM Hope House
National Multiple Sclerosis Society
National Night Out
NorCal AIDS Life Cycle
Operation Homefront
Packages from Home

Pat Tillman Foundation
Ride2Recovery
Ronald McDonald House Charities
Seeing the Need
Spirit of '45
Stephen Stiller Foundation
St. Vincent de Paul
Team Takedown
The Salvation Army
Toys For Tots
United War Veterans Council
USO National
World Memorial
Wounded Warrior Project
Wounded Warrior Project-Soldier Ride
YMCA Healthy Kids Tour



U-Haul in the community- LOCAL SUPPORT

U-Haul recognizes that some of the best community outreach is done through supporting our local emergency-response teams and government agencies. For this reason, U-Haul regularly partners with local government, police and fire departments during natural disasters through the donated use of rental equipment and supplies. U-Haul supports government-run social service agencies that provide assistance to victims of domestic violence and abuse.

City Sponsorship Spotlights

Detroit

AIDS Walk Detroit
Reuse and revitalization of the former National Biscuit Company (Nabisco) building for U-Haul Moving and Storage of New Center
The Conservation Fund and Greening Detroit
Toys For Tots

Southern California

Magical Builders
Words of Comfort, Hope and Promise
World Memorial
Habitat for Humanity

New York

New York Veterans Day Parade
Hurricane Sandy Relief Efforts
United War Veterans Council
Achilles Hope and Possibility
Toys For Tots

Local Education Initiatives

Partnership with Alabama Attorney General-No Texting and Driving-6/13
 Touch-a-Truck events throughout the United States and Canada



Disaster Assistance

U-Haul has a long-standing policy of assisting those in need during natural disasters, such as hurricanes, tornadoes, floods, fires, etc., by offering 30 days of free self-storage and U-Box portable moving and self-storage at participating U-Haul self-storage facilities. In times of crisis, U-Haul also partners with the American Red Cross, the military, government agencies, local police and fire departments, and organizations we have existing partnerships with, to help and support the victims of disasters.



U-Haul in the community- VETERANS

Founded by a veteran in the summer of 1945, U-Haul has a long, rich history of supporting American veterans. Additionally, U-Haul specifically focuses on hiring veterans to work in the Company because it recognizes the value of having hardworking, loyal men and women on its team. In 2011, U-Haul was ranked #53 of the Top 100 Military-Friendly Employers listed on Gljobs.com. Today, 12 percent of the U-Haul workforce is comprised of veterans.



Spotlight: Wounded Warrior Project

The Wounded Warrior Project (WWP) is committed to fostering the most successful, well-adjusted generation of wounded service members in our nation's history. WWP and U-Haul have developed a major partnership in an effort to serve our nation's veterans. U-Haul has established a Moving-Assistance Program in which it provides vouchers to veterans who are moving, based on approved applications from WWP. U-Haul has been recognized as the Founding Partner of the WWP Soldier Ride, which is a unique four-day cycling opportunity for wounded warriors who use bike riding and the bonds of service to overcome physical, mental or emotional wounds. The bike rides are exhilarating and a great way to help warriors gain confidence and realize they can do this! U-Haul has been supporting Solider Ride since 2003. This year, Soldier Ride held 17 rides across United States.



Caption: U-Haul Team Members volunteering with Habitat for Humanity (Top)

Caption: WWP, Soldier Ride (Bottom two)



U-Haul in the community- SHELTER

Shelter is a human need that is necessary to provide individuals and families with security and protection from the environment. U-Haul supports many organizations in the community that assist hardworking, goal-oriented families, obtain a home or receive assistance in renovating a home.

Spotlight: Habitat for Humanity

Habitat for Humanity is a nonprofit that is founded on the belief that every man, woman and child should have a decent, safe and affordable place to live. The organization has more than 1,500 local affiliates and U-Haul supports many of these local chapters by providing rental certificates for supplies they may need (boxes, tie-downs, moving supplies, packing supplies), donated use of trucks and trailers, and even providing volunteers to assist a family with a new-home build or renovation project.



Caption: U-Haul Team Members volunteering with Habitat for Humanity



U-Haul in the community- CLOTHING

Clothing is key to many families that might be victims of a natural disaster or economic hardship. U-Haul contributes in-kind donations of rental equipment, boxes and self-storage to nonprofit organizations working to provide clothing to individuals and families in hardship situations. Many of U-Haul Company's locations have reuse centers where collection boxes are placed for customers to donate their unwanted clothing to a specific nonprofit organization within the community.

Spotlight: Society of St. Vincent de Paul

U-Haul Company's partnership with St. Vincent de Paul exists in multiple communities throughout the United States. St. Vincent de Paul is a charity which offers person-to-person services to those who are struggling to make their way in life. St. Vincent de Paul collects clothing throughout those communities and also provides meals to hungry families every day.



Caption: Team U-Haul volunteers preparing and serving food with St. Vincent de Paul



U-Haul in the community- FOOD

U-Haul is does its best to make one of the most essential elements of life, food, a priority through its in-kind giving. By donating the use of a truck, trailer or even boxes to food banks, nonprofit food drives and homeless shelters providing food, we know we are helping to feed the many families in the community who need a helping hand.

Spotlight: St. Mary's Food Bank Alliance

St. Mary's Food Bank Alliance is the world's first food bank and is a part of the national program Feeding America, which is a network of more than 200 member food banks. In the past year, St. Mary's Food Bank Alliance distributed more than 63.7 million pounds of food to families and individuals throughout Arizona



U-Haul in the community

Exhibit 2

U-Haul International, Inc. has an obligation to the local communities in which we do business, and for many years we have focused on the endorsement of social programs by partnering with agencies and events that directly serve the most basic of human needs – food, clothing and shelter. U-Haul also has a commitment to supporting many military and veterans organizations, as well as organizations that benefit the community as a whole. U-Haul helps the organizations we support through in-kind donations of equipment, self-storage and merchandise

Core Areas: FOOD, CLOTHING, SHELTER, VETERANS.



Traffic Studies & Commercial Uses

Our truck and self-storage uses generate less traffic than most other commercial uses.

Use Comparison

Use	Square Feet	Traffic Volume		Typical Hours	Days
		Weekday	Weekend		
Fast Food Restaurant	3,000 sq ft	3,161 trips	3,430 trips	18 hours – 24 hours	7
Gas Station w/ Convenience Store	2,200 sq. ft.	1,200 trips	2,200 trips	18 hours – 24 hours	7
Hotel	50,000 sq. ft.	905 trips	901 trips	24 hours	7
Casual Dining	5,000 sq. ft.	1,075 trips	1,258 trips	11 am – 11 pm 12 hours	7
U-Haul Center	80,000 sq. ft.	31 trips	53 trips	7 am – 7 pm 12 hours	7





Awards



ALLIANCE TO
SAVE ENERGY
Creating an Energy-Efficient World



Exhibit 2

- 2009** U-Haul AAMVA's Environmental Leadership Award for Climate Change and Energy & Resource Conservation
- 2009** U-Haul earned Valley Forwards Environmental Stewardship Award for Merit
- 2010** U-Haul earned The Conservation Funds Heroes of Go Zero® Award for addressing climate change and restoring America's forest legacy
- 2010** U-Haul earned The Alliance to save Energy's Galaxy Star of Energy Efficiency Award
- 2011** U-Haul earned Valley Forwards Crescordia Award for Energy Efficiency Program of the Year
- 2011** U-Haul named finalist of International Platts *Global Energy Awards* for Energy Efficiency Program of the Year: Commercial End-User award
- 2012** U-Haul earned Valley Forwards Crescordia Award for Contributions to Environmental Education and Awareness
- 2012** U-Haul named one of seven finalists for the world-class Platts *Global Energy Awards*, nominated for prestigious Energy Efficiency Program of the Year: Commercial End-User award
- 2012** U-Haul named one of the twelve finalists for the world-class Platts 2014 *Global Energy Awards*, nominated for the prestigious Corporate Social Responsibility award
- 2014** U-Haul was named a finalist for the Platts 2014 Global Energy Awards "Efficiency Initiative - Commercial End-User".
- 2015** U-Haul earned Arizona forward's Award of Merit as a "Healthy Community, Sustainability Workplace."



Go Zero

Our centers are constructed with methods and products that reduce energy consumption:

To help protect and restore America's special places, U-Haul has partnered with **The Conservation Fund's Go ZeroSM** program to plant trees to help "zero out" carbon footprint. We ask customers to donate to the fund, in which The Conservation Fund receives 100% of the donation.

Since 2007, U-Haul and more than 840,000 customers have chosen to offset moving emissions with a donation to The Conservation Fund's Go Zero program.

We've passed along 100% of those contributions, which have planted nearly 300,000 native trees. As they grow, these new forests restore habitat for wildlife, preserve natural ecosystems and clean the air we breathe.



THE CONSERVATION FUND
America's Partner in Conservation



Re-Use Centers

Exhibit 2

To reduce the amount of used goods being dumped, we provide centers in which our customers can leave their unwanted but reusable belongings, such as furniture, for others to take.

U-Haul has implemented more than 450 Storage Re-use Centers across the United States and Canada.

Annually, the existing re-use centers facilitate local residents reusing more than 135,000 household goods, which equates to avoiding:

- 4.6 million pounds of materials being dumped in landfills
- 720,000 pounds of GHG/CO₂ emissions from municipal waste trucks which would have been used to transport the materials to landfills.



U-Haul Rental Shunting

SHUNT (verb):

To travel back and forth, as in 'to shunt between the two towns'.

The truck shunting practice presents a real-world example of efficient land use.

- ❑ Each U-Haul truck rental store serves as a dynamic shunting area instead of a static parking lot.
- ❑ In other words, it allows us to keep our rental vehicles in use, never parked in one spot for a long time. Once a customer returns the truck, it's cleaned and maintained and presented to the next rental customer without sitting parked in a lot for a long period of time.



U-Haul Sustainability Programs- truck sharing

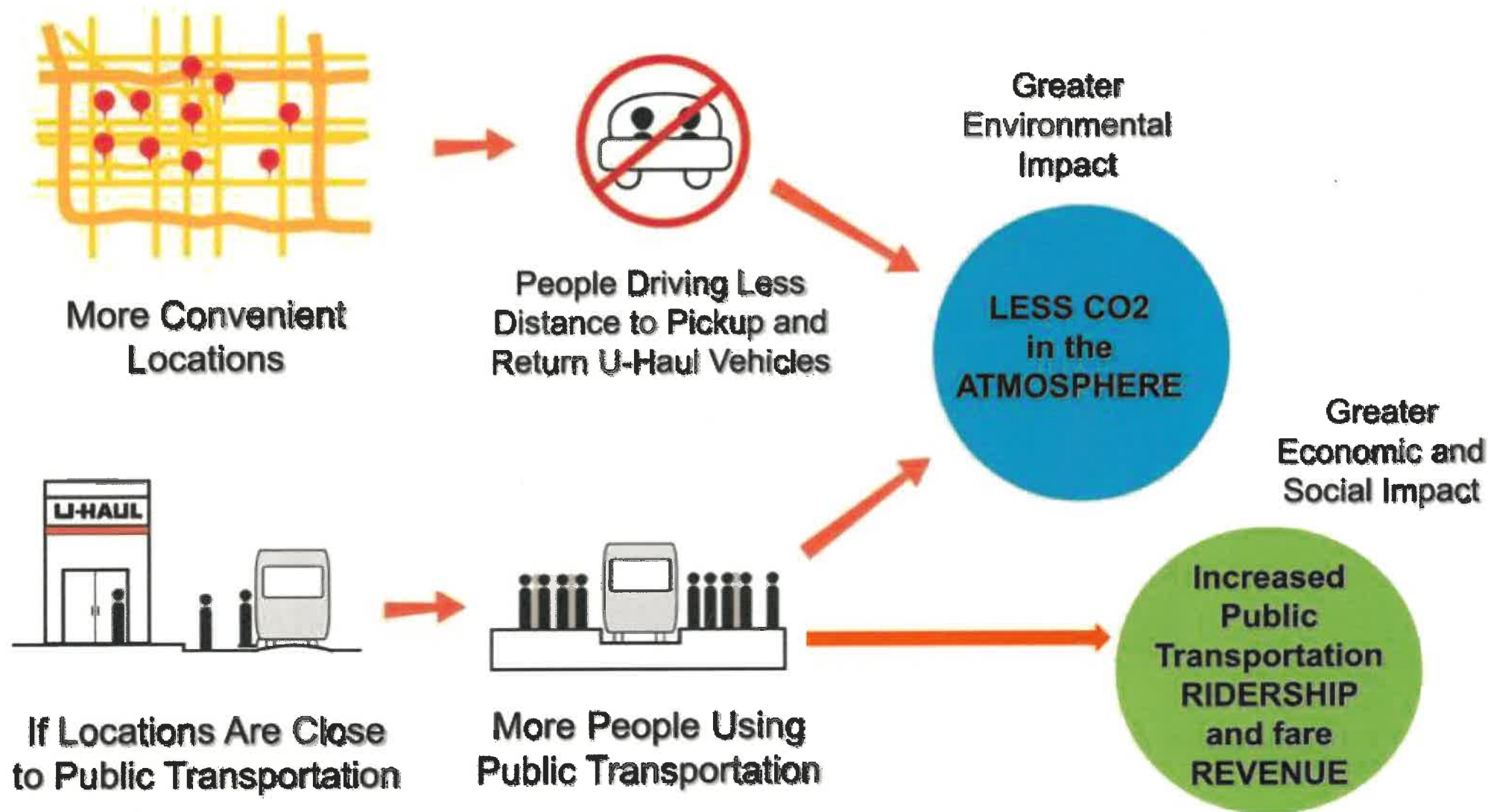
Overtime, every U-Haul truck placed in a community eliminates 19 personally owned large-capacity vehicles (LCVs) off the roads.



Consider the homeowner who uses his own LCV to transport household goods back and forth until the move is complete. Using a properly sized U-Haul truck will allow that homeowner to move in one trip, saving time, money, fuel and reducing traffic and emissions in the city.



U-Haul Sustainability Programs- truck sharing



Green Building

Exhibit 2



U-Haul Sustainability Programs

Our centers are constructed with methods and products that reduce energy consumption:

- Using Butler MR-24 Metal Roof System has a life cycle of 35+ years. It is Energy Star compliant and is recyclable.
- Mobile storage rooms made from 95% reused material.
- Motion Sensor Lighting in Storage Centers.
- Permeable ground cover for rental equipment parking and self-storage drives.
- Reducing development footprint, recharging the ground water, and lowering impact on municipal water management systems.
- Partnership with Arizona State University on incorporating sustainable architecture into U-Haul Centers.
- Locating U-Haul Centers near public transportation lines to reduce customer fuel consumption and CO2 emissions.



U-Haul Security Features

Exhibit 2

- "State-of-the-Art" Burglar/Max Alarm System, includes 24-hour monitoring and interior motion detectors on all storage floors, stairwells and main showroom.
- Hands Free Intercom System, able to communicate to all Max Stations throughout all floors of storage; specifically designed for customers use.
- 24 Digital, HD Video surveillance, with remote & web base viewing.
- Individually Alarmed Rooms, armed & disarmed by a Keypad/Card swipe.
- Programmable, automatic security gates which only allow paying customers to access exterior storage.
- 16+ Color/HD, Day and Night Cameras, will display facilities interior, exterior and elevator.
- The Exclusive U-Haul patented latch contact, used in all storage units.



U-Haul Promotes Social and Economic Sustainability

- More than 18 million customers rented U-Haul trucks and trailers in 2016. **U-Haul provides positive economic support to a community** by attracting customers from different regions.
- This added customer base, increases awareness of other nearby merchants and fosters relationships that may **bring new business to the city, ensuring a viable, expanding local economy.**
- Increased business traffic may require hiring additional employees, improving the quality of life for residents needing work to support themselves and/or their families.





The city of Grand Rapids, MI

U-Haul Partners with Cities and Towns

U-Haul enhances local businesses and cities by:

- Attracting customers who might not otherwise visit the location.
- Bringing new business to a city; ensuring a viable, expanding local economy.
- Improving the quality of life for residents needing work to support themselves and/or their families.
- Representing a responsible business model which is thoughtful towards the communities in which they do business.



A sharing business since 1945

- U-Haul has 75 years of experience and expertise utilizing a "sharing" business model.
- The Company was founded as WWII was ending and raw materials were in short-supply and veterans and their families were moving towards a new life.
- U-Haul maintains the same premise since inception that, the "division of use and specialization of ownership" are good for the public.
- Sharing our equipment with as many customers as possible allows U-Haul to keep the customer's costs low, while reducing the need for more privately owned large capacity vehicles in the community.



A sharing business since 1945

- Founded in 1945 out of need, by a Navy veteran and his wife, U-Haul has been serving the do-it-yourself movers and their households. The Company maintains the largest rental fleet which includes trucks, trailers and towing devices.
- U-Haul also offers self-storage throughout North America. The Company provides industry leading moving and storage boxes and an extended line of packing supplies to protect customer possessions.
- U-Haul is the consumer's number one choice as the largest installer of permanent trailer hitches in the automotive aftermarket. The Company supplies alternative-fuel for vehicles and backyard grills as one of the nation's largest retailers of propane.





Ground Ups



Adaptive Reuse



Historic Revitalization





**CITY OF KENNEWICK
DETERMINATION OF NON-SIGNIFICANCE**

FILE/PROJECT NUMBER: ED-2024-0007

DESCRIPTION OF PROPOSAL: To amend Kennewick Municipal Code Sections 18.12.130(4) and 18.12.130(10)(e) by removing screening and setback requirements for specific types of mini-storages.

PROPONENT: AMERCO Real Estate Company, c/o Lora Lakov, 2727 N Central Avenue, Phoenix, AZ 85004

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY: Not Site Specific

LEAD AGENCY: City of Kennewick

DETERMINATION: The City of Kennewick has determined that this proposal does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) will not be required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the City. This information is available to the public on request. Application for other required permits may require further review under SEPA procedures.

- ☒ There is no comment period for this DNS.
- ☐ This DNS is issued after using the optional DNS process in WAC 197-11-355. There is no further comment period on the DNS.
- ☐ This DNS is issued under 197-11-340(2); the City will not act on this proposal for fifteen days from the date below. Comments must be submitted by _____. After the review period has elapsed, all comments received will be evaluated and the DNS will be retained, modified, or withdrawn as required by SEPA regulations.

RESPONSIBLE OFFICIAL: Anthony Muai, AICP
POSITION/TITLE: Planning Director
ADDRESS: 210 W 6th Ave., P.O. Box 6108, Kennewick, WA 99336
PHONE: (509) 585-4386

- ☒ Changes, modifications and/or additions to the checklist have been made on the attached Environmental Checklist Review.

This DNS is subject to the attached conditions:

- ☒ No conditions.
- ☐ See attached condition(s).

Date: April 2, 2024

Signature: 

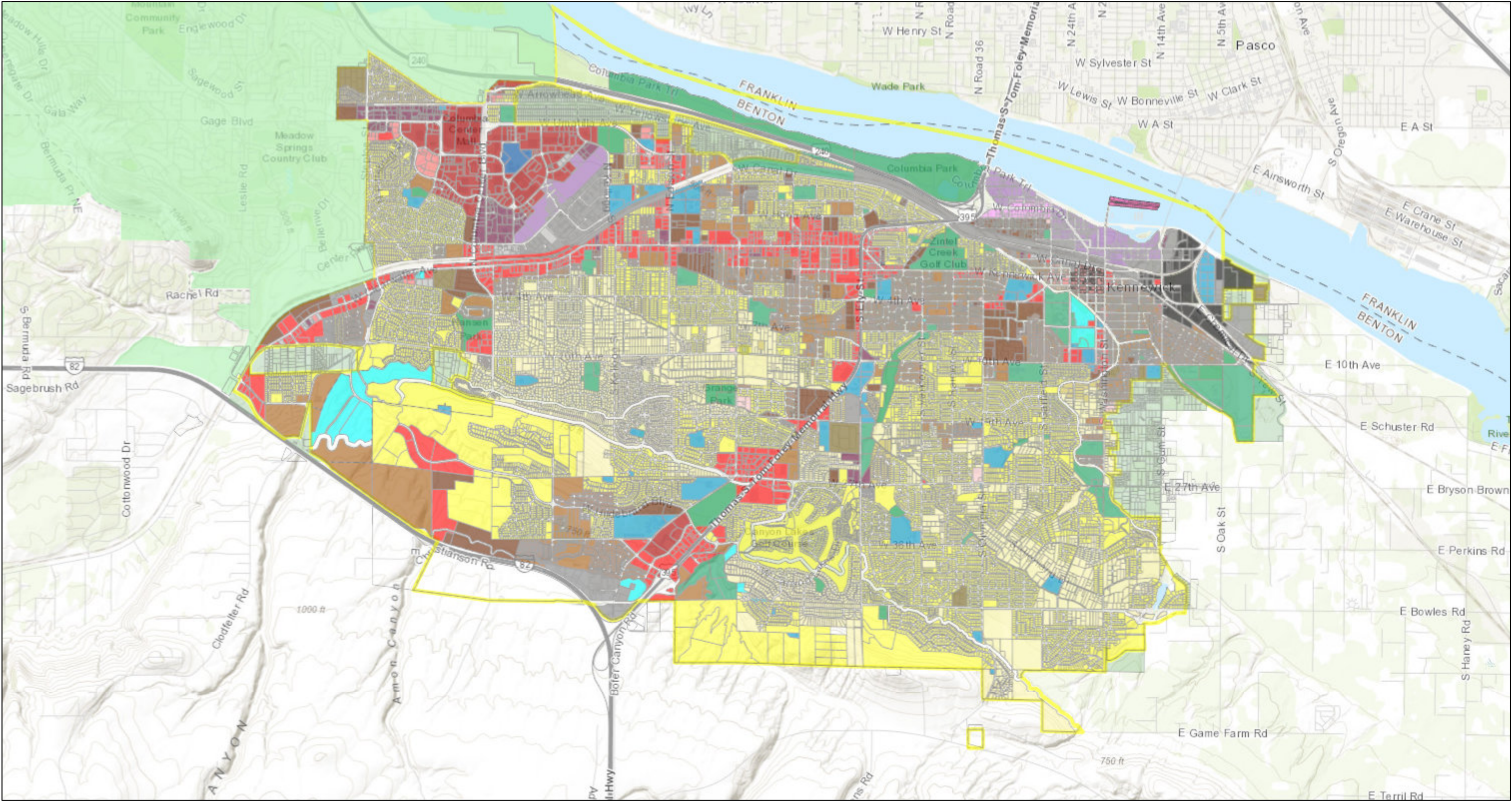
Appeal: An appeal of this determination must be submitted to the Community Planning Department within fourteen (14) calendar days after the date issued, no later than 5 p.m. on April 16, 2024. This appeal must be written and make specific factual objections to the City's threshold determination. Appeals shall be conducted in conformance with Section 4.12.090(9) of the Kennewick Municipal Code and the required fees pursuant to the City's adopted Fee Schedule shall be paid at time of appeal submittal.

Copies of this DNS were mailed to:

Dept. of Ecology
WA Dept. of Fish & Wildlife
WSDOT
Yakama Nation
CTUIR
ED-2024-0007 File

Zoning Map

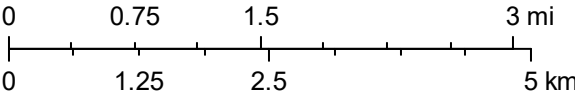
Exhibit 4



4/17/2024, 4:33:10 PM

This plan is suitable for informational use only. City of Kennewick accepts no liability for any error whatsoever.

1 inch = 6,019 feet 1:72,224



A	CC	CM	CR	IH-L	MULTI	PF	RL-L	RM-6	RMH-1	RMH-6-1	UMU
BP	CC-L	CN	CR-L	IL	OS	RH	RM	RM-6-1	RMH-1-L	RS	
CAR	CG	CO	HMU	IP	OS-L	RH-L	RM-4	RM-6-L	RMH-10	RTP	
CBD	CG-L	CO-L	IH	JF	P	RL	RM-4-L	RMH	RMH-6	RTP-L	



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User

KENNEWICK PLANNING COMMISSION
May 6, 2024
MEETING MINUTES

1. CALL TO ORDER

Chairman Morris called the meeting to order at 6:30 p.m.

Chairman Morris led the Pledge of Allegiance.

Community Planning Administrative Assistant Melinda Didier called the roll and found the following present:

PRESENT: Chairman Victor Morris, Vice Chairman Thomas Helgeson, Commissioners Tina Gregory, James Hemsstead (*All in person*); Commissioner Nikki Griffith (*attended remotely*).

ABSENT: Commissioners Lola Franklin, Ken Short (*Excused*).

STAFF: Steve Donovan, AICP Development Services Manager; Planner; Melinda Didier, Community Planning Administrative Assistant.

Four commissioners were present (Commissioner Griffith then arrived remotely at 6:52 pm after Public Hearing closed) and two absent; Ms. Didier declared a quorum was established.

2. CONSENT AGENDA

- a. Approval of the minutes dated February 5, 2024.
- b. Approval of the agenda.
- c. Motion to enter Staff Report(s) into the Record.

MOTION: Commissioner Hempstead moved to approve the Consent Agenda; Vice Chair Helgeson seconded the motion.

DISCUSSION: None.

VOTE: The motion passed on a unanimous roll call vote.

3. PUBLIC HEARINGS:

Chairman Morris made the following statement:

"Good evening and welcome to the May 6, 2024 Kennewick Planning Commission meeting.

It is important that everyone who wishes to do so has an opportunity to speak. Each person who has either signed-in (in person) or registered (via Zoom) will have one, three-minute opportunity to address the Planning Commission.

If you are attending via Zoom, please confirm your microphone has been unmuted before you begin your comments.

Please state your name and address for the record; once you begin your remarks the countdown timer will start. At the end of your time, please mute your microphone.

The order of the hearings shall be as follows:

1. Planning staff shall provide a staff report; the Commission may ask questions of staff;
2. The Applicant or Applicant's Representative(s) Presentation;
3. Testimony in Favor of the Request;
4. Testimony Either Neutral or Against the Request;
5. Final Applicant Comments;
6. Final Staff Comments;
7. Close the public hearing and discuss the request."

A. DEVELOPMENT CODE AMENDMENT (DCA) #2024-0001:

Chairman Morris opened the public hearing at 6:34 pm for Development Code Amendment (DCA) #2024-0001, proposing to amend Kennewick Municipal Code Sections 18.12.130(4)(d) & 18.12.130(10)(e) by removing screening & setback requirements for specific types of mini-storages. Applicant is AMERCO Real Estate Company, c/o Lara Lakov, 2727 N. Central Avenue, Phoenix, AZ 85004.

1. Mr. Donovan described the application, presented the staff report, and recommended the Planning Commission forward a recommendation for denial of DCA-2024-0001 to City Council.

Planning Commission asked clarifying questions of staff: The location of this proposal (*proposal is not site-specific*).

2. Testimony of Applicant/Applicant's Representative: Casey Jones, 2707 88th St. Ct. NW, Gig Harbor, WA. Mr. Jones gave testimony to clarify in support of this request (*under contract for property here and currently in design phase; would very much like to be in the City; asked for "wiggle room" on the ordinance; stated the current ordinance adopted in 2007 has been good for Kennewick mini-storages; their product is more attractive; reluctant to invest in community with current ordinance*).
3. Testimony in Favor of the Request: Co-Applicant Lora Lakov, 18223 N. 16th Way, Phoenix, AZ. Ms. Lakov gave testimony remotely in support of this request: (*speaking to further support co-applicant Casey Jones; the facility will be screened; they are multi-million dollar and multi-story facilities, would like them set on the street/visible; will be a modern multi-story facility*).
4. Testimony Neutral/Against the Request: None
5. Testimony of Those Registered on Virtual Format: See testimony of Co-Applicant Lora Lakov, Testimony in Favor of the Request.
6. Applicant/Owner Final Testimony: None
7. Staff Final Comments: None
8. Planning Commission Questions of Staff: The current setback is 150 feet (*correct; the main issue for applicant is they don't want to be 150 feet from frontages in all commercial zoning districts where mini-storages allowed*).
9. Public Testimony Closed at 6:48 p.m.

MOTION: Commissioner Hempstead moved to concur with the findings and conclusions in staff report DCA-2024-0001 and recommend City Council DENY the request. Vice Chair Helgeson seconded the motion.

DISCUSSION: Commissioner Gregory, Commissioner Hempstead, Vice Chair Helgeson asked clarifying questions of staff: Do we have a standard commercial setback (*No standard commercial setback if commercial-commercial other than building code requirements. Commercial-residential or commercial-less intense zone there are specific side & rear setbacks but no specific frontage setbacks*); Would a site specific variance approach be more amenable (*This would be a major variance requiring proof of hardship - ensuring no special privileges granted & there is a topography issue. Would go to Hearing Examiner for public hearing*); Is this code amendment request too broad due to not being site specific (*Staff concern with changing the overall code is having that commercial dead space and not getting commercial, retail etc. foot traffic*). Commissioner Hempstead commented that although he welcomes change and dialogue regarding health, safety and economic viability of the citizens in the City of Kennewick, we need to make sure we're doing what's right long-term & sustainable, we're not ready to make this change and layer it across the entire City.

VOTE: The motion passed unanimously on a roll call vote.

4. VISITORS NOT ON AGENDA:

- a. None

5. OLD BUSINESS:

- a. City Council Action Updates – None for Planning action; new City Manager Erin Erdman will be introduced at tomorrow's City Council meeting. There will be an item for the May 20, 2024 Planning Commission meeting.

6. NEW BUSINESS:

- a. Mr. Donovan said the 2024 Comp Plan application window closed, with four applications received; the first Comp Plan presentation to Planning Commission will be possibly the first meeting in June.

7. REPORTS, COMMENTS, OR DISCUSSION OF COMMISSIONERS AND STAFF:

Ms. Didier announced that Commissioner Nikki Griffith joined the meeting at 6:52 pm; Commissioner Griffith asked the Planning Department if the volume of applications received thus far is different this year. Mr. Donovan said we are down slightly this year and trending more in line with 2022 levels.

ADJOURNMENT: The meeting concluded at 6:59 p.m.

Planning Commission Action Summary
DCA-2024-0001 – AMERCO Real Estate Company c/o Lora Lakov

The Kennewick Planning Commission conducted a public hearing on May 6, 2024. All interested parties were invited to come before the Commission and be heard. After reviewing the staff report and all oral and written facts and opinions, the Commission passed a motion on the proposed Development Code Amendment, concurring with the findings and conclusions in Staff Report DCA-2024-0001 and recommends to City Council denial of the proposed Development Code Amendment contained in the staff report.

Findings of Fact

1. The applicant is AMERCO Real Estate Company, c/o Lora Lakov, 2727 N Central Avenue, Phoenix, AZ 85004.
2. The application was submitted on March 8, 2024.
3. Notice of the proposed code revision was sent to the Washington State Department of Commerce on March 12, 2024, consistent with the requirements of RCW 36.70A.106.
4. The City received confirmation of starting the 60-day/Expedited review period and notice that the City has met the Growth Management Act notice to state agency requirements from the Washington State Department of Commerce on March 12, 2024.
5. The Department of Commerce granted expedited review on March 26, 2024.
6. The Notice of Public Hearing was published in the Tri City Herald on April 21, 2024.
7. The City fulfilled the State Environmental Policy Act requirements by issuing a Determination of Non-significance (DNS) on April 2, 2024.

Conclusions of Law

1. The proposed amendments will negatively affect the City of Kennewick's general welfare by not utilizing commercial properties their fullest economic potential.
2. The proposed amendments conflict with goals of the Comprehensive Plan by having a negative influence on the viability of the CC, CR and CG Zoning Districts.

The motion to recommend denial to City Council was moved by Commissioner Hempstead and seconded by Vice Chairman Helgeson. The motion was passed unanimously, with Commissioners Hempstead, Gregory, Vice Chairman Helgeson and Chairman Morris all in favor.

City Council Meeting

Development Code Amendment DCA-2024-0001

May 21, 2024

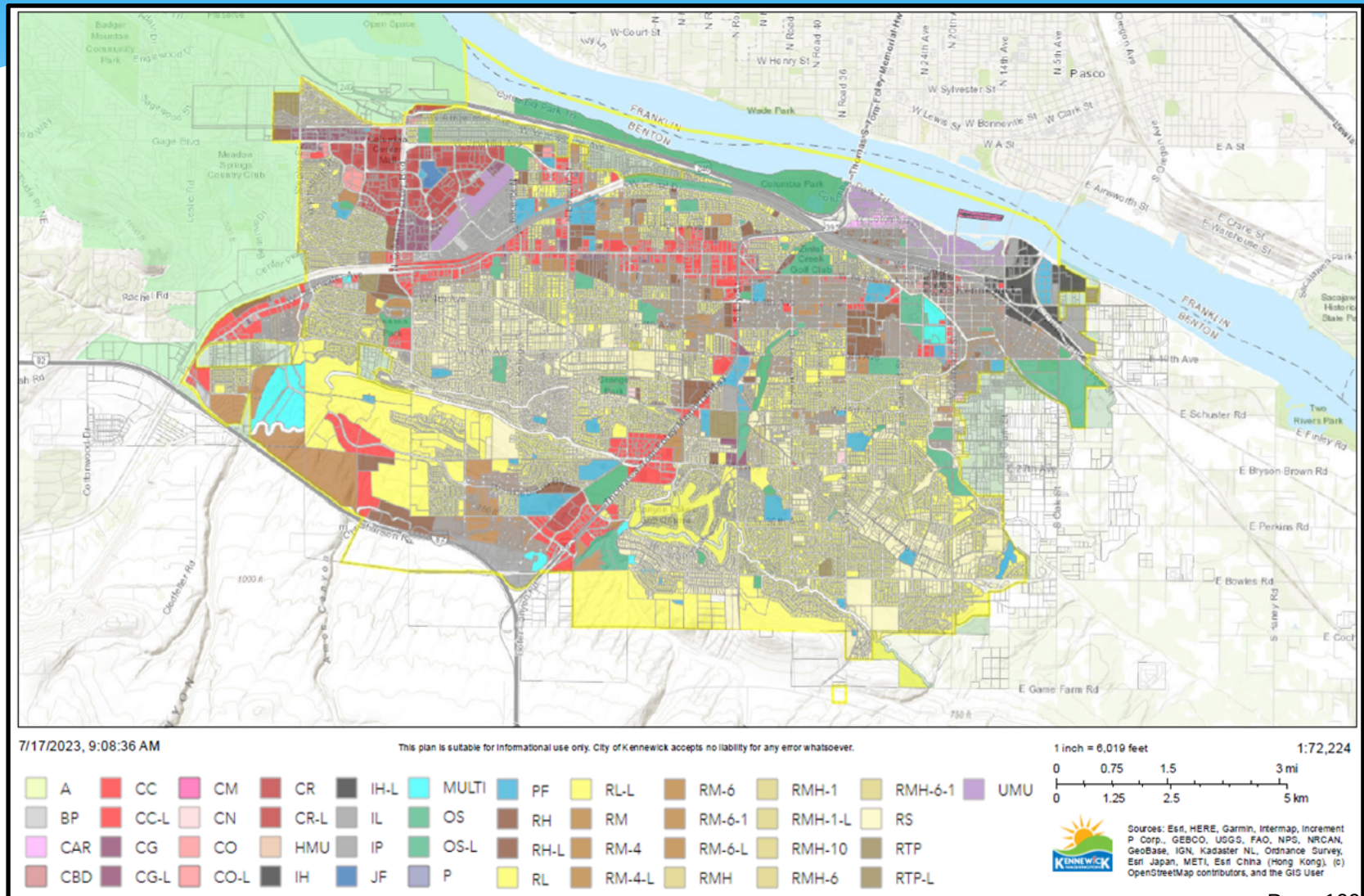


Application Summary

Applicant(s): AMERCO Real Estate Company, c/o Lora Lakov

Proposal: To amend Kennewick Municipal Code (KMC) Sections 18.12.130(4) and 18.12.130(10)(e) by removing screening and setback requirements for specific types of mini-storages.

Zoning Map



Staff Analysis

Staff has reviewed the proposed amendments and provides the following analysis:

- The existing screening requirements ensure that mini-storage complexes do not negatively affect surrounding properties. The removal of screening for multi-story indoor climate-controlled facilities may have impacts to adjacent properties. Screening and setbacks requirements for mini-storage complexes should be no less than what is required in KMC Section 18.21.060 – Landscaping Requirements.
- Placing mini-storage facilities adjacent to street frontages eliminates the ability to have commercial businesses along the street that need the frontage to generate and sustain business.

Hearing Summary

- The Planning Commission held a public hearing on May 6, 2024 for the proposed Development Code Amendment.
- The Casey Jones, U-Haul Representative spoke in favor of the proposed amendment.
- No additional testimony was submitted by the public.
- The Planning Commission voted 4-0 to recommend denial of the proposed amendment.

Recommendation

The Planning Commission recommends denial the proposed Development Code Amendment DCA-2024-0001.