



City Council Regular Meeting Agenda

December 17, 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

2. VISITORS

This is an opportunity for visitors to share their perspective regarding any item on the agenda except item 6.a. Comments may not exceed three minutes.

3. APPROVAL OF AGENDA

4. CONSENT AGENDA

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

a. **Meeting Minutes: December 3, 2024, City Council Regular Meeting**

Motion to approve the minutes of the November 5, 2024, City Council regular meeting as presented.

b. **Meeting Minutes: December 10, 2024, City Council Workshop Meeting**

Motion to approve the minutes of the December 10, 2024, City Council workshop meeting as presented.

c. **Claims Roster: November 2024**

Motion to approve the Claims Roster for November 2024 in the amount of \$5,422,740.29 comprised of electronic payments and check numbers 317091-317477.

d. **Payroll Roster: For the Pay Period Ending 11/30/24**

Motion to approve the Payroll Roster for the pay period ending 11/30/2024.

e. **ARPA Funded Park Improvement Contracts: Playgrounds at Lawrence Scott Park, Underwood Park, & Canyon Lakes Park and Civic Complex Restroom Replacement**

Motion to approve the four APRA-funded contracts as proposed for enhancing the playgrounds at Underwood Park, Lawrence Scott Park, and Canyon Lakes Park, as well as for the restroom replacement at the civic complex.

f. **Project Funding: Wastewater Treatment Plant Phase II (WWTP PH 2) Reallocation of Funding Sources**

Motion to authorize the reallocation of project funding sources to utilize an additional \$791,665 of available ARPA funds.

g. **Interlocal Agreement: Work Crew Services with Benton County**

Motion to approve the work crew interlocal agreement as presented.

h. **Acceptance of Work: 2024 Bituminous Surface Treatment (BST) Seal Coat Project**

Motion to accept the work of Tommer Construction Company for contract P2402-24, 2024 Bituminous Surface Treatment Seal Coat Project, in the amount of \$522,575.24.

i. **Interlocal Agreement and Roadway Easement with Benton County: Parcel # 124893000003001**

Motion to approve the interlocal agreement and the public roadway easement between Benton County and the City of Kennewick for W 56th Ave within Parcel 124893000003001.

j. **Boards and Commissions: 2025 Council Committee Assignments**

Motion to approve the 2025 Council committee assignments as presented.

5. ORDINANCES/RESOLUTIONS

- a. Ordinance: Change of Zone from RL to IL located at 803 S. Steptoe St.
- b. Ordinance: Clearing and Grading - Amending Kennewick Municipal Code 18.72
- c. Ordinance: Fall Budget Adjustment

6. PUBLIC HEARINGS/MEETINGS

- a. Ordinance: Assumption of the Transportation Benefit District

7. NEW BUSINESS

- a. Collective Bargaining: Kennewick Police Management Association (KPMA)

8. UNFINISHED BUSINESS

9. VISITORS

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

10. COUNCIL COMMENTS/DISCUSSION

11. ADJOURNMENT

Council Agenda Coversheet	Item Number: 4.a. Date: 12/17/2024 Item Type: General Business Item	Category: Consent Agenda
	Subject: Meeting Minutes: December 3, 2024, City Council Regular Meeting Department: Executive 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 November 5, 2024, City Council regular 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
December 3, 2024**

City Council Present – In Person:

Gretl Crawford, Mayor
Loren Anderson, Councilmember
Brad Beauchamp, Councilmember

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

City Staff Present:

Erin Erdman, City Manager
Laurencio Sanguino, City Attorney
Jessica Platt, Finance Director
Steve Donovan, Planning Manager
John Cowling, Public Works Director
Chris Guerrero, Police Chief
Chad Michael, Fire Chief
Cary Roe, Deputy City Manager
Lisa Beaton, Deputy City Manager
Krystal Townsend, City Clerk

Nick Farline, Parks Director
Cody Lewis, IT Director
Chad Crouch, Executive Services Director
Alisha Piper, Planner
Dana Dollarhyde, Exec Assistant/Lead Communications Specialist

1. CALL TO ORDER

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

Ms. Townsend stated all Councilmembers were in attendance with the exception of Chuck Torelli, Mayor Pro Tem and a quorum was established.

Mayor Crawford explained Mayor Pro Tem Torelli gave advance notice he is traveling for business and had asked that his absence be excused.

MOTION:	Councilmember Millbauer moved to excuse the absence of Mayor Pro Tem Torelli.
SECOND:	Councilmember Anderson.
DISCUSSION:	None.
VOTE:	The motion passed unanimously (6-0).

Councilmember Millbauer led the pledge of allegiance. There were no invocations.

2. VISITORS: None.

3. APPROVAL OF AGENDA

MOTION:	Councilmember Millbauer moved to approve the agenda as presented.
SECOND:	Councilmember Anderson.
DISCUSSION:	None.
VOTE:	The motion passed unanimously (6-0).

4. CONSENT AGENDA

MOTION:	Councilmember Anderson moved to approve the consent agenda as presented.
SECOND:	Councilmember Millbauer.
VOTE:	The motion passed unanimously (6-0).

- a. **Meeting Minutes: November 19, 2024, City Council Regular Meeting**
Motion to approve the minutes of the November 19, 2024, City Council regular meeting as presented.
- b. **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 October 2024 in the amount of \$1,383,004.48 comprised of check numbers 27697-27789 in the amount of \$351,306.68 and electronic transfers in the amount of \$1,031,697.80
- c. **Claims Roster: Columbia Park Golf Course Account**
Motion to approve the Claims Roster for the Columbia Park Golf Course Account for October 2024 in the amount of \$43,554.99, comprised of check numbers 2892-2907 in the amount of \$6,180.06 and electronic transfers in the amount of \$37,374.93
- d. **Payroll Roster: For the Pay Period Ending 11/15/2024**
Motion to approve the Payroll Roster for the pay period ending 11/15/2024.
- e. **Approval of 2025 Lodging Tax Advisory Committee (LTAC) Recommendations**
Motion to approve the 2025 lodging tax funding recommendations as submitted by the City's Lodging Tax Advisory Committee (LTAC).
- f. **Northwest High Intensity Drug Trafficking Area (HIDTA) 2025 Contracts**
Motion to authorize the City Manager to sign service agreements with the Northwest HIDTA contractors for 2025.
- g. **Bid Award: Light Industrial Area (LIA) Utility Extensions**
Motion to award P2211-24 Light Industrial Area (LIA) Utility Extensions project to Culbert Construction, Inc. in the amount of \$2,700,733.29 plus a 10% contingency amount of \$270,000.00 for a total amount of \$2,970,733.29
- h. **Bid Award: Quinault & Columbia Center Blvd. Intersection Improvements Contract**
Motion to award Contract P2011-24 Quinault & Columbia Center Blvd. Intersection Improvements to Apollo Inc. in the amount of \$1,678,944.13 plus a 10% contingency of \$167,894.41, for a total amount of \$1,846,838.54 and authorize the City Manager to execute the contract.
- i. **Resolution 24-24: Setting the Public Hearing Date for Assumption of the Transportation Benefit District**
Motion to adopt the resolution as presented.
- j. **Financing Agreement: Benton County Emergency Services 800 MHz Radio Project between Richland, Pasco, Kennewick, Benton County, and Franklin County.**
Motion to approve the Benton County Emergency Services 800 MHz Radio Project Interlocal Financing Agreement as presented.

5. ORDINANCES/RESOLUTIONS:

a. Ordinance 24-6073: Mini-Storage Development Standards - Amending Kennewick Municipal Code 18.12.130 and Repealing KMC 18.12.180

Mr. Donovan provided a staff report and responded to Council's questions.

Ms. Townsend read the ordinance title into the record:

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

MOTION:	Councilmember Millbauer moved to adopt the resolution as presented.
SECOND:	Councilmember Beauchamp.
DISCUSSION:	Council deliberated the matter and asked additional questions. Ms. Erdman, Mr. Donovan and Ms. Townsend answered the questions raised.
VOTE:	The motion passed unanimously (6-0).

The City Clerk assigned ordinance number 24-6073.

b. Ordinance 24-6074: Reducing the Lot Width of Rowhouses and Townhomes in Residential Medium and High Density Zones, Amending Kennewick Municipal Code 18.12.010 A.2

Ms. Piper provided a staff report and responded to Council questions.

Ms. Townsend read the ordinance title into the record:

AN ORDINANCE RELATING TO ZONE DISTRICTS AND STANDARDS
AND AMENDING SECTION 18.12.010 A.2 OF THE KENNEWICK
MUNICIPAL CODE

MOTION:	Councilmember Anderson moved to adopt the ordinance as presented.
SECOND:	Councilmember Millbauer.
DISCUSSION:	Councilmember Beauchamp addressed his involvement in bringing this matter forward for approval; he state he would abstain from voting. Council debated the merits of the ordinance and potential implications to the development standards. Ms. Townsend explained adoption of ordinances requires the majority of the entire body, not just those voting.
VOTE:	The motion passed unanimously (5-0-1 with Councilmember Beauchamp abstaining).

The City Clerk assigned ordinance number 24-6074.

6. PUBLIC HEARING: None.

7. NEW BUSINESS: None.

8. UNFINISHED BUSINESS: None.

9. VISITORS:

Two visitors expressed their concerns regarding recent encounters with aggressive dogs roaming freely. They urged the Council to implement ordinances that would permit individuals to protect themselves, their property, and others, including animals, by using firearms.

10. COUNCIL COMMENTS/DISCUSSION:

Councilmembers reported on their respective activities, upcoming events, items of concern to include comments regarding animal control.

Ms. Erdman announced upcoming topics for the December Council meetings.

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/321754>

Council Agenda Coversheet	Item Number: 4.b. Date: 12/17/2024 Item Type: General Business Item	Category: Consent Agenda
	Subject: Meeting Minutes: December 10, 2024, City Council Workshop Meeting Department: Executive 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 December 10, 2024, City Council workshop meeting as presented. <u>Summary</u> The City Clerk has prepared summary 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> There are no fiscal impacts.		
<u>Attachments:</u> 1. Minutes - Draft		

**CITY OF KENNEWICK
CITY COUNCIL WORKSHOP
December 10, 2024**

City Council Present – In Person:

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

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

City Staff Present:

Erin Erdman, *City Manager*
Lisa Beaton, *Deputy City Manager*
Cary Roe, *Deputy City Manager*

Laurencio Sanguino, *City Attorney*
Chris Guerrero, *Police Chief Krystal Townsend*, *City Clerk*

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

Mayor Crawford stated no public comments were submitted for tonight's meeting but explained Councilmember Trumbo submitted information pertaining to invocations. She stated Ms. Townsend had distributed the materials and posted them to the online meeting portal prior to the meeting.

2. **2025 COUNCIL BOARD AND COMMITTEE ASSIGNMENTS.** Council members engaged in discussions regarding their desired assignments and the importance of embodying the Council's collective vision instead of focusing solely on their individual viewpoints. The Council also explored the option of creating an additional committee to jointly oversee animal control services. Ms. Erdman is set to review the interlocal agreement among the Cities of Kennewick, Pasco, and Richland and will present her findings and recommendations for oversight. The Council reached a consensus on their preferred assignments; the Mayor will finalize her recommendations and present the list for consideration and final approval during an upcoming Council meeting as part of the consent agenda. **No final action taken.**
3. **INVOCATIONS.** Mr. Sanguino delivered a summary of the existing regulations regarding invocations at Council meetings, along with an explanation of the factors considered to mitigate challenges to this practice. Council expressed their preferences and described their experiences in promoting participation from Kennewick citizens to volunteer for the invocation. Ms. Townsend outlined the measures she has implemented to better publicize this opportunity and provided an overview of the process for coordinating volunteer invocation speakers. Ms. Erdman, Ms. Beaton and Mr. Sanguino provided additional clarification and perspectives. After a thorough discussion, the Council members reached a consensus to take no additional action. They also discussed how this topic was introduced for agenda inclusion. Ms. Erdman reiterated that the Governance Manual will address this and other procedural issues. **No final decision was made on this matter.**

- 4. ADJOURNMENT.** Mayor Crawford concluded the meeting at 8:18 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/322366>

Council Agenda Coversheet	Item Number: 4.c. Item Type: General Business Item Subject: Claims Roster: November 2024 Department: Finance	Date: 12/17/2024 Category: Consent Agenda						
								
<u>Recommendation</u> Staff recommends Council approve the Claims Roster for November 2024								
<u>Motion for Consideration</u> Motion to approve the Claims Roster for November 2024 in the amount of \$5,422,740.29 comprised of electronic payments and check numbers 317091-317477.								
<u>Summary</u> The purchasing card detail is provided in a separate report following the claims roster. The payments on this Claims Roster are comprised of the following issuances during the period 11/1/2024-11/30/2024: <table><tr><td>Check numbers 317091-317477:</td><td>\$4,466,306.44</td></tr><tr><td>Electronic payments (EFT):</td><td>\$956,433.85</td></tr><tr><td>Total</td><td>\$5,422,740.29</td></tr></table>			Check numbers 317091-317477:	\$4,466,306.44	Electronic payments (EFT):	\$956,433.85	Total	\$5,422,740.29
Check numbers 317091-317477:	\$4,466,306.44							
Electronic payments (EFT):	\$956,433.85							
Total	\$5,422,740.29							
<u>Alternatives</u> None								
<u>Fiscal Impact</u> \$5,422,740.29								
Attachments: 1. Claims Roster								

City of Kennewick
Claims Roster by Fund/Division
11/1/2024 to 11/30/2024



CHECK #	CHECK DATE	VENDOR	NAME	DESCRIPTION	AMOUNT
Fund 001					
000 - Fund Activity					
EFT	11/01/2024	70239	STATE OF WASH DEPT OF REVENUE	LEASEHOLD EXCISE TAX Q3 2024	\$5,163.87
EFT	11/08/2024	70016	U.S. BANK	NSF GAMBLING TAX(SPORTS PAGE QTR3)	\$3,614.50
EFT	11/22/2024	167	WA STATE DEPT OF REVENUE	EXCISE TAX OCTOBER 2024	\$374.77
317091	11/06/2024	99992	CIVIC REC REFUNDS	REFUND REQUEST #79283394	\$75.00
317092	11/06/2024	99992	CIVIC REC REFUNDS	REFUND REQUEST #79344035	\$250.00
317280	11/14/2024	70001	BENTON COUNTY TREASURER	CRIME VICTIM'S COMPENSATION	\$802.01
317282	11/14/2024	99992	CIVIC REC REFUNDS	REFUND REQUEST-79576973	\$500.00
317285	11/14/2024	70000	WASHINGTON STATE TREASURER	COURT FINES- OCTOBER 2024	\$60,789.46
317287	11/21/2024	99992	CIVIC REC REFUNDS	REFUND REQUEST-79673945A	\$100.00
317288	11/21/2024	99992	CIVIC REC REFUNDS	REFUND REQUEST-79901416	\$125.00
317289	11/21/2024	99992	CIVIC REC REFUNDS	REFUND REQUEST-79873557	\$67.00
317290	11/21/2024	99992	CIVIC REC REFUNDS	REFUND REQUEST-79779625	\$1,000.00
317477	11/22/2024	594	Zook Homez LLC	DEPOSIT REFUND- SPA-2022-0106	\$5,722.50
000 - Fund Activity Subtotal:					\$78,584.11
011 - City Council					
317263	11/08/2024	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$260.07
011 - City Council Subtotal:					\$260.07
012 - City Manager					
317261	11/08/2024	5035	VEACH COMPANY, REALIFE PHOTOGRAPHY	EXECUTIVE TEAM HEADSHOT	\$135.88
317263	11/08/2024	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$87.82
012 - City Manager Subtotal:					\$223.70
023 - Recreation Services					
EFT	11/04/2024	77146	GLOBAL PAYMENTS	MERCHANT FEES	\$4,215.95
EFT	11/22/2024	167	WA STATE DEPT OF REVENUE	EXCISE TAX OCTOBER 2024	\$0.48
317098	11/08/2024	8871	ALLIED MATERIALS AND EQUIPMENT, CO INC	5X8 US FLAGS	\$176.48
317139	11/08/2024	7711	CULLIGAN WATER CONDITIONING	WATER DELIVERY	\$69.03
317236	11/08/2024	161	SIRI BRAZILIAN JIU JITSU	JIU JITSU INSTRUCTION OCTOBER	\$336.00
317263	11/08/2024	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$207.05
317295	11/22/2024	730	ADVANCE TRAVEL EXPENSE	REIMBURSE ADVANCE TRAVEL	\$740.88
317309	11/22/2024	1568	ATOMIC SCREEN PRINT &, EMBROIDERY	UNIFORM	\$363.97
317342	11/22/2024	7711	CULLIGAN WATER CONDITIONING	WATER DELIVERY	\$58.97
317412	11/22/2024	248	NICHOLAS A FARLINE	TRAVEL REIMBURSEMENT	\$22.54
317440	11/22/2024	400	SKYHAWKS SPORTS ACADEMY LLC	SPRING 2024 SKYHAWKS FLAG FOOTBALL SPORTS CAMP	\$39,147.60
023 - Recreation Services Subtotal:					\$45,338.95
024 - Facilities Maintenance					

City of Kennewick
Claims Roster by Fund/Division
11/1/2024 to 11/30/2024



CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
317095	11/08/2024	8623 ACE SALES & SERVICE INC	PORTABLE TOILETS	\$339.73
317099	11/08/2024	10587 ALOHA GARAGE DOOR COMPANY INC	CORDS TO SAFETY EDGE AND LUBE DOORS	\$141.31
317101	11/08/2024	3767 AMERICAN RAMP COMPANY	DESIGN SERVICES	\$4,500.00
317103	11/08/2024	3088 APOLLO MECHANICAL CONTRACTORS, APOLLO SHEET METAL	FAN MOTOR AND CAPACITOR	\$3,073.36
317107	11/08/2024	1568 ATOMIC SCREEN PRINT &, EMBROIDERY	SEASONAL T-SHIRTS	\$1,682.17
317111	11/08/2024	3707 BAXTER AUTO PARTS	SERVICE PUMP THAT DRAINS POOL	\$26.71
317116	11/08/2024	310 BUILDERS FIRSTSOURCE	2X4S TO REPLACE SLATS IN OLD BENCH	\$7.50
317122	11/08/2024	9599 CASCADE FIRE PROTECTION CO.	5 YEAR SPRINKLER INSPECTION	\$1,020.00
317139	11/08/2024	7711 CULLIGAN WATER CONDITIONING	WATER FOR COLUMBIA PARK SHOP	\$44.57
317153	11/08/2024	9237 FIKES NORTHWEST CORP	SCENT	\$201.74
317162	11/08/2024	4759 GRIGG ENTERPRISES INC, ACE HARDWARE	CABLE TIES / ZIP TIES USED FOR OUTFIELD TEMP FENCE	\$225.34
317167	11/08/2024	2708 HERC RENTALS INC, HERTZ EQUIPMENT RENTAL	FALL COMPRESSOR RENTALS FOR PARKS/FAC BLOWOUTS	\$951.13
317168	11/08/2024	8977 HERITAGE PROF LANDSCAPING INC	LANDSCAPING AND IRRIGATION	\$14,929.94
317171	11/08/2024	711 HOOKED UP PASCO INC	ABANDONED VEHICLE TOW SERVICE	\$527.78
317177	11/08/2024	303 INTERMOUNTAIN CLEANING SERVICE INC.	JANITORIAL SVC - OCTOBER 2024	\$12,972.00
317180	11/08/2024	756 ISAIAH LOPEZ	WORK PANTS REIMBURSEMENT	\$77.84
317189	11/08/2024	78 KENNEWICK INDUSTRIAL & ELEC	FLUSH SENSORS	\$1,397.83
317205	11/08/2024	5112 MOON SECURITY SERVICES, INC	CITY HALL - 112317	\$985.66
317222	11/08/2024	957 RANCH & HOME INC	ROBOT PAINTER FUNNEL AND MIX CONTAINER	\$58.78
317234	11/08/2024	7555 SHERWIN-WILLIAMS COMPANY	PAINT FOR FRUITLAND RESTROOM	\$408.03
317235	11/08/2024	680 SIERRA ELECTRIC, INC.	WIRE NEW PUMP	\$844.58
317244	11/08/2024	1812 SUNBELT RENTALS	REPLACEMENT COMPRESSOR FOR PARKS BLOWOUTS	\$2,738.24
317260	11/08/2024	3564 US LINEN AND UNIFORM	LINEN SERVICE	\$599.75
317263	11/08/2024	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$1,294.51
317271	11/08/2024	398 RENTOKIL NORTH AMERICA INC	EXTERMINATOR FOR FIRE STATIONS	\$244.58
317293	11/22/2024	8623 ACE SALES & SERVICE INC	PORTABLE RESTROOM FOR FRISBEE GOLF COURSE	\$132.50
317295	11/22/2024	730 ADVANCE TRAVEL EXPENSE	REIMBURSE ADVANCE TRAVEL	\$991.63
317302	11/22/2024	5911 AMERICAN BUILDING MAINTENANCE	SERVICE FOR NOV.	\$3,105.15
317306	11/22/2024	3088 APOLLO MECHANICAL CONTRACTORS, APOLLO SHEET METAL	2024 HVAC MAINT NOVEMBER	\$7,151.68
317309	11/22/2024	1568 ATOMIC SCREEN PRINT &, EMBROIDERY	1ST HALF UNIFORM	\$500.40
317317	11/22/2024	84 BENTON PUD NO. 1	ELECTRICITY	\$30,473.49
317323	11/22/2024	83 CASCADE NATURAL GAS	GAS SERVICE	\$10,008.34
317333	11/22/2024	1332 COFFEY REFRIGERATION	CALL SAID FREEZER HAD A HIGH TEMP, JUST IN DEFROST	\$247.84
317353	11/22/2024	1026 EVREN NORTHWEST INC	PHASE 1 ENVIROMENTAL SITE ASSESSMENT	\$2,450.00
317367	11/22/2024	1775 GRAINGER	2, SOUTHRIDGE 9-11 MONUMENT AMERICAN FLAGS, 5X8	\$212.96
317368	11/22/2024	4759 GRIGG ENTERPRISES INC, ACE HARDWARE	WOOD STAKES FOR FIELD SIGNS AT SOUTHRIDGE	\$21.63
317376	11/22/2024	711 HOOKED UP PASCO INC	ABANDONED VEHICLE TOW SERVICE	\$527.79
317383	11/22/2024	1112 IRRIGATION SPECIALISTS INC	PUMP INSPECTION OF NEW PUMP	\$408.71
317386	11/22/2024	1025 JAMIE O'NEILL	TRAVEL REIMBURSEMENT	\$22.54
317393	11/22/2024	78 KENNEWICK INDUSTRIAL & ELEC	2 2IN. GATE VALVES	\$680.89

City of Kennewick
Claims Roster by Fund/Division
11/1/2024 to 11/30/2024



CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
317412	11/22/2024	248 NICHOLAS A FARLINE	TRAVEL REIMBURSEMENT	\$22.54
317413	11/22/2024	5460 NRC ENVIRONMENTAL SERVICES INC	DES STATE CONTRACT 06419 ENCAMPMENT CLEANUP	\$42,900.96
317428	11/22/2024	957 RANCH & HOME INC	MOUSE TRAP FOR SOUTHRIDGE PAVILION COURT OFFICE	\$266.25
317437	11/22/2024	7555 SHERWIN-WILLIAMS COMPANY	SUPPLIES FOR PLOTTER RM CONVERSION TO OFFICE SPACE	\$38.94
317438	11/22/2024	680 SIERRA ELECTRIC, INC.	REPLACE DISCONNECT FOR IRR. PUMP IN PIT AREA	\$1,631.45
317463	11/22/2024	2900 U.S. ARMY CORPS OF ENGINEERS, WALLA WALLA DISTRIC	USACE APP. DUFFYS POND	\$16,675.00
317470	11/22/2024	104 WA STATE LABOR & INDUSTRIES	ELEVATOR CERT	\$348.60
317471	11/22/2024	1035 WASHINGTON HARDWARE AND, FURNITURE CO	DRILL BITS AND EXTENTION	\$41.46
024 - Facilities Maintenance Subtotal:				\$168,153.83
026 - Economic Development				
317121	11/08/2024	8928 CARMICHAEL, ROHANNA	TRAVEL REIMBURSEMENT TO PLACES WALLA WALLA	\$272.10
317184	11/08/2024	1006 JOCELYN GILES	TRAVEL REIMBURSEMENT FOR PLACES WALLA WALLA	\$71.00
317263	11/08/2024	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$82.82
317295	11/22/2024	730 ADVANCE TRAVEL EXPENSE	REIMBURSE ADVANCE TRAVEL	\$71.00
317449	11/22/2024	1812 SUNBELT RENTALS	LIFT FOR HOLIDAY DECO	\$782.21
026 - Economic Development Subtotal:				\$1,279.13
032 - Accounting				
317263	11/08/2024	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$41.41
317328	11/22/2024	2481 CI INFORMATION MANAGEMENT, CI SUPPORT LLC	RECURRING SHRED SERVICES	\$50.90
317429	11/22/2024	1314 REHN & ASSOCIATES, INC.	PROFESSIONAL SERVICES	\$112.00
317469	11/22/2024	976 WA STATE AUDITOR'S OFFICE	ACCOUNTABILITY AUDIT-AUDIT #60864	\$14,414.30
032 - Accounting Subtotal:				\$14,618.61
033 - Human Resources				
317209	11/08/2024	1030 NAVIA BENEFIT SOLUTIONS, CLIENT PAY	FLEX PLAN SERVICES	\$657.90
317263	11/08/2024	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$41.41
317349	11/22/2024	951 EDWIN GLADE	REIMBURSEMENT FOR CDL TRAINING	\$750.00
317374	11/22/2024	940 JUAN GUZMAN	KPD RECRUITING VIDEO	\$2,771.85
317446	11/22/2024	8315 STERLING	PROFESSIONAL SERVICES	\$271.76
317448	11/22/2024	370 SUMMIT LAW GROUP, PLLC	PROFESSIONAL SERVICES	\$496.50
033 - Human Resources Subtotal:				\$4,989.42
034 - Civil Service				
317156	11/08/2024	919 FRONTLINE MEDICAL PLLC	PROFESSIONAL SERVICES	\$900.00
317263	11/08/2024	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$87.82
317361	11/22/2024	919 FRONTLINE MEDICAL PLLC	PROFESSIONAL SERVICES	\$863.00
317426	11/22/2024	326 PUBLIC SAFETY PSYCHOLOGICAL SERVICES	PROFESSIONAL SERVICES	\$1,350.00
034 - Civil Service Subtotal:				\$3,200.82
035 - Customer Service				
EFT	11/01/2024	70016 U.S. BANK	MERCHANT FEES	\$30,991.75

City of Kennewick
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CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
035 - Customer Service Subtotal:				\$30,991.75
036 - Code Enforcement				
317263	11/08/2024	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES \$321.27
317311	11/22/2024	9813	B-F JUVENILE JUSTICE CTR	GRAFFITI ABATEMENT PROGRAM \$3,100.83
036 - Code Enforcement Subtotal:				\$3,422.10
042 - City Attorney				
317220	11/08/2024	3467	PRONTO PROCESS SERVICE, INC	MONTHLY COURIER SERVICE - OCTOBER 2024 \$52.50
317227	11/08/2024	5425	RIO FOLTZ PLLC	CRIMINAL PROSECUTION SERV PER CONTRACT- OCT 2024 \$10,000.00
317263	11/08/2024	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES \$139.71
317270	11/08/2024	853	WEST GROUP PAYMENT CENTER	ONLINE SOFTWARE SUBSCRIPTION - OCTOBER 2024 \$2,906.17
042 - City Attorney Subtotal:				\$13,098.38
051 - City Clerk				
317221	11/08/2024	8986	RALSTON, BRANDI	TRAVEL REIMBURSEMENT \$103.00
317248	11/08/2024	172	THE TRI-CITY HERALD	ORDINANCE SUMMARY PUBLICATION 24-6060 THRU 24-6066 \$941.31
317315	11/22/2024	34	BENTON COUNTY AUDITOR	RECORDING FEE FOR 6629 W ARROWHEAD AVE \$307.50
317396	11/22/2024	9908	KRYSTAL TOWNSEND	TRAVEL REIMBURSEMENT \$5,509.85
051 - City Clerk Subtotal:				\$6,861.66
053 - Purchasing				
317138	11/08/2024	5727	COSTCO ANYWHERE CITI VISA	COSTCO VISA \$73.81
317214	11/08/2024	3700	OFFICE DEPOT INC	CALENDARS FOR PURCHASING AND FLEET \$43.98
317263	11/08/2024	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES \$41.41
317340	11/22/2024	5727	COSTCO ANYWHERE CITI VISA	CREDIT INTEREST (\$21.60)
053 - Purchasing Subtotal:				\$137.60
054 - Information Technology				
317097	11/08/2024	778	AEROQUEST MAPCON LTD	2024 AERIAL MAP UPDATE \$17,347.00
317263	11/08/2024	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES \$1,057.43
317274	11/08/2024	5471	ZIPLY FIBER, NORTHWEST FIBER, LLC DBA	TELEPHONE SVC \$7,028.71
317295	11/22/2024	730	ADVANCE TRAVEL EXPENSE	REIMBURSE ADVANCE TRAVEL \$754.54
317325	11/22/2024	8295	CENTURYLINK	PS/ALI - ALI/SR PER 100 REC \$6.70
317331	11/22/2024	8131	CIVICPLUS, ICON ENTERPRISES INC	CIVICCLERK ANNUAL MAINTENANCE \$19,819.09
317337	11/22/2024	6375	COMPUNET INC	TENABLE NESSUS VULNERABILITY SCANS AND TRAINING \$2,875.00
317345	11/22/2024	8611	DOCUSIGN INC	DOCUSIGN ANNUAL SUBSCRIPTION \$10,671.05
317380	11/22/2024	9739	INSIGHT PUBLIC SECTOR INC	M365 LICENSES FOR IT \$181.95
317391	11/22/2024	691	JUSTFOIA INC	JUSTFOIA ANNUAL RENEWAL \$11,225.18
317452	11/22/2024	8	TELCO WIRING & REPAIR INC	CITY INTERNET/WAN CHARGES \$7,504.62
054 - Information Technology Subtotal:				\$78,471.27
062 - Planning				

City of Kennewick
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11/1/2024 to 11/30/2024



CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
317248	11/08/2024	172 THE TRI-CITY HERALD	LEGAL PUBLICATION: DCA-2024-0003 NOPH	\$367.79
062 - Planning Subtotal:				\$367.79
070 - Police Revenues				
317283	11/14/2024	99994 CPL REFUNDS	CPL REFUND	\$39.25
317284	11/14/2024	99994 CPL REFUNDS	CPL REFUND	\$49.25
070 - Police Revenues Subtotal:				\$88.50
071 - KPD-Administration				
317133	11/08/2024	1682 COLUMBIA FITNESS SYSTEMS	KETTLEBELL PACKAGE	\$206.53
317191	11/08/2024	2280 LANGUAGE LINE SERVICES, INC	INTERPRETATION SERVICES	\$379.36
317258	11/08/2024	4764 UNITED PARCEL SERVICE, UPS	SHIPPING	\$178.44
317274	11/08/2024	5471 ZIPLY FIBER, NORTHWEST FIBER, LLC DBA	TELEPHONE SVC	\$233.59
317318	11/22/2024	4965 BETTENDORF'S PRINTING & DESIGN, JUDY BETTENDORF	BUSINESS CARDS	\$76.09
317328	11/22/2024	2481 CI INFORMATION MANAGEMENT, CI SUPPORT LLC	SHRED SERVICES	\$319.04
317445	11/22/2024	2536 STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	OFFICE SUPPLIES	\$213.41
317464	11/22/2024	4764 UNITED PARCEL SERVICE, UPS	SHIPPING	\$152.25
317466	11/22/2024	5035 VEACH COMPANY, REALIFE PHOTOGRAPHY	DEPARTMENT PHOTO	\$135.98
071 - KPD-Administration Subtotal:				\$1,894.69
072 - KPD-Criminal Investigation				
317192	11/08/2024	5804 LEADSONLINE LLC	POWERPLUS INVESTIGATION SYSTEM SERVICES PACKAGE	\$9,758.00
317200	11/08/2024	3284 MEL'S INTER-CITY TOWING	TOW SERVICE	\$96.75
317263	11/08/2024	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$448.14
317295	11/22/2024	730 ADVANCE TRAVEL EXPENSE	REIMBURSE ADVANCE TRAVEL	\$350.00
317310	11/22/2024	3649 AXON ENTERPRISE INC	INVESTIGATE DONGLE RENEWAL	\$3,391.44
317318	11/22/2024	4965 BETTENDORF'S PRINTING & DESIGN, JUDY BETTENDORF	BUSINESS CARDS	\$76.09
317344	11/22/2024	229 DELL MARKETING L.P., C/L DELL USA L.P.	KPD CRASH INVESTIGATIONS COMPUTER, SSD AND MONITOR	\$4,974.50
317381	11/22/2024	1019 INTERACTIVE DATA, LLC	ONLINE ARREST SEARCH	\$166.86
317405	11/22/2024	3284 MEL'S INTER-CITY TOWING	TOW SERVICE	\$81.53
317411	11/22/2024	4055 NET TRANSCRIPTS INC	TRANSCRIPTS	\$150.00
317459	11/22/2024	7228 TRANSUNION RISK ALTERNATIVE, DATA SOLUTIONS INC	PEOPLE SEARCH	\$211.97
072 - KPD-Criminal Investigation Subtotal:				\$19,705.28
073 - KPD-Patrol				
317104	11/08/2024	5557 APPLIED CONCEPTS INC	MOTORCYCLE SUPPLIES	\$641.68
317200	11/08/2024	3284 MEL'S INTER-CITY TOWING	TOW SERVICES	\$489.18
317246	11/08/2024	10971 THE BUNKER	BODY ARMOR VEST	\$1,119.97
317263	11/08/2024	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$92.82
317291	11/22/2024	1014 AARON COLE	PRO-RATED UNIFORM ALLOWANCE	\$93.75
317294	11/22/2024	989 ADRIAN BANDA-CONTRERAS	PRO-RATED UNIFORM ALLOWANCE	\$156.25
317295	11/22/2024	730 ADVANCE TRAVEL EXPENSE	REIMBURSE ADVANCE TRAVEL	\$733.75

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CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
317318	11/22/2024	4965 BETTENDORF'S PRINTING & DESIGN, JUDY BETTENDORF	BUSINESS CARDS	\$152.18
317364	11/22/2024	1011 GARIN WHITBY	PRO-RATED UNIFORM ALLOWANCE	\$125.00
317390	11/22/2024	1013 JONATHON FRASCO	PRO-RATED UNIFORM ALLOWANCE	\$125.00
317401	11/22/2024	1018 LEXISNEXIS COPLOGIC SOLUTIONS INC	DESKOFFICER ONLINE REPORTING SYSTEM (TAXES)	\$125.28
317405	11/22/2024	3284 MEL'S INTER-CITY TOWING	TOW SERVICE	\$489.18
317455	11/22/2024	10971 THE BUNKER	BODY ARMOR VEST	\$2,239.94
317468	11/22/2024	1433 W A S P C - WA ASSOC SHERIFF, & POLICE CHIEFS	ASSOCIATES DUES	\$75.00
073 - KPD-Patrol Subtotal:				\$6,658.98
074 - KPD-Staff Services				
317241	11/08/2024	2536 STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	OFFICE SUPPLIES	\$700.76
317247	11/08/2024	840 THE PRINT GUYS INC	PARKING TICKET BOOKS	\$876.41
317267	11/08/2024	1033 WASHINGTON STATE PATROL	CPL BACKGROUND CHECKS - 10/24	\$463.75
317295	11/22/2024	730 ADVANCE TRAVEL EXPENSE	REIMBURSE ADVANCE TRAVEL	\$1,011.02
317308	11/22/2024	50608 ASHLEY WILLIAMS	TRAVEL REIMBURSEMENT	\$48.22
317327	11/22/2024	709 CHRISTOPHER DEFFINBAUGH	2024 UNIFORM ALLOWANCE	\$550.00
317445	11/22/2024	2536 STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	OFFICE SUPPLIES	\$1,147.99
074 - KPD-Staff Services Subtotal:				\$4,798.15
075 - KPD-Intergovernmental				
317113	11/08/2024	14 BENTON COUNTY	3RD QUARTER 24 KIDS HAVEN	\$4,948.27
317254	11/08/2024	9790 TRIOS HEALTH, RCCH TRIOS HEALTH LLC	PRISONER MEDICAL	\$23,514.47
317263	11/08/2024	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$9,034.27
317314	11/22/2024	14 BENTON COUNTY	JAIL SERVICE - OCTOBER 24	\$178,584.32
075 - KPD-Intergovernmental Subtotal:				\$216,081.33
076 - KPD-Special Services				
317095	11/08/2024	8623 ACE SALES & SERVICE INC	PORTABLE TOILET - SHOOTING RANGE	\$79.50
317128	11/08/2024	422 CLARITY POINT PLLC	WELLNESS PROGRAM	\$2,333.29
317230	11/08/2024	1549 SAN DIEGO POLICE EQUIPMENT CO, INC	AMMUNITION FOR PD	\$20,439.95
317246	11/08/2024	10971 THE BUNKER	QUARTERMASTER SUPPLIES - NEW HIRES	\$1,250.11
317295	11/22/2024	730 ADVANCE TRAVEL EXPENSE	REIMBURSE ADVANCE TRAVEL	\$552.00
317317	11/22/2024	84 BENTON PUD NO. 1	ELECTRICITY	\$36.47
317332	11/22/2024	422 CLARITY POINT PLLC	WELLNESS PROGRAM	\$1,384.35
317359	11/22/2024	9312 FIRST RESPONDER OUTFITTERS INC.	QUARTERMASTER SUPPLIES - TRAFFIC UNIT	\$1,209.83
317434	11/22/2024	1549 SAN DIEGO POLICE EQUIPMENT CO, INC	AMMUNITION FOR PD	\$10,430.85
076 - KPD-Special Services Subtotal:				\$37,716.35
081 - Fire Administration				
317222	11/08/2024	957 RANCH & HOME INC	PROPANE	\$27.30
317241	11/08/2024	2536 STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	FS2 STATION SUPPLIES	\$582.08
317249	11/08/2024	930 TOTAL ENERGY MANAGEMENT	FS#3 NEDERMAN REPAIRS	\$2,322.68

City of Kennewick
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CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
317253	11/08/2024	168 TRILOGY MEDWASTE WEST LLC	MONTHLY RX DISPOSAL FEE	\$17.87
317258	11/08/2024	4764 UNITED PARCEL SERVICE, UPS	SHIPPING	\$26.53
317296	11/22/2024	109 ADVANCED FITNESS SOLUTIONS LLC	SERVICE CALL	\$81.53
317304	11/22/2024	463 AMY MARTIN	REIMB. AWARDS PURCHASE	\$1,598.12
317328	11/22/2024	2481 CI INFORMATION MANAGEMENT, CI SUPPORT LLC	SECURED SHRED SERVICE	\$50.90
317428	11/22/2024	957 RANCH & HOME INC	PROPANE	\$10.24
317445	11/22/2024	2536 STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	FS2 OPERATING SUPPLIES	\$648.92
317464	11/22/2024	4764 UNITED PARCEL SERVICE, UPS	SHIPPING	\$10.22
081 - Fire Administration Subtotal:				\$5,376.39
082 - Fire Suppression				
317174	11/08/2024	583 PHILLIP A JOSE	IN-PERSON CLASSROOM INSTRUCTION	\$8,250.00
317226	11/08/2024	6065 RH2 ENGINEERING INC	P2304 CONSULTANT INVOICE	\$1,836.80
317263	11/08/2024	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$1,256.09
317360	11/22/2024	7338 FOCAL POINT MARKETING &, MULTIMEDIA	RECRUITING VIDEO	\$3,537.50
317363	11/22/2024	5823 GALLS, LLC	BLANK NAME TAGS	\$40.94
317367	11/22/2024	1775 GRAINGER	WHEEL CHOCK HOLDERS	\$351.45
317397	11/22/2024	4244 L N CURTIS & SONS	LONG-RANGE SPOTLIGHT	\$156.50
317472	11/22/2024	4175 WASHINGTON STATE FIRE, FIGHTERS JATC	BATES TUITION	\$258.34
082 - Fire Suppression Subtotal:				\$15,687.62
090 - Engineering				
EFT	11/22/2024	167 WA STATE DEPT OF REVENUE	EXCISE TAX OCTOBER 2024	\$18.42
317263	11/08/2024	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$528.28
317295	11/22/2024	730 ADVANCE TRAVEL EXPENSE	REIMBURSE ADVANCE TRAVEL	\$887.12
317395	11/22/2024	5495 KOOL SHADES WINDOW TINTING, JOVENTINO M CORREA	TINT FOR V6803	\$380.45
090 - Engineering Subtotal:				\$1,814.27
100 - GF-Nondepartmental				
317139	11/08/2024	7711 CULLIGAN WATER CONDITIONING	WATER DELIVERY	\$521.49
317177	11/08/2024	303 INTERMOUNTAIN CLEANING SERVICE INC.	JANITORIAL SVC - OCTOBER 2024	\$5,379.00
317205	11/08/2024	5112 MOON SECURITY SERVICES, INC	MCL - 113129	\$54.50
317259	11/08/2024	1598 UNITED WAY OF BENTON AND, FRANKLIN COUNTIES	TABLE SPONSORSHIP FOR ANNUAL FESTIVAL OF TREES	\$1,650.00
317306	11/22/2024	3088 APOLLO MECHANICAL CONTRACTORS, APOLLO SHEET METAL	2024 HVAC MAINT NOVEMBER	\$526.13
317313	11/22/2024	8297 BENTON CO COMMISSIONERS	BCDC/PROBATION FEES OCT 2024 (18.98%)	\$136,166.67
317317	11/22/2024	84 BENTON PUD NO. 1	ELECTRICITY	\$3,425.11
317323	11/22/2024	83 CASCADE NATURAL GAS	GAS SERVICE	\$576.16
317342	11/22/2024	7711 CULLIGAN WATER CONDITIONING	WATER DELIVERY	\$350.56
317366	11/22/2024	926 GORDON THOMAS HONEYWEL GOVERNMENTAL AFFAIRS	LOBBYIST SERVICES	\$5,000.00
317408	11/22/2024	5112 MOON SECURITY SERVICES, INC	FIRE RADIO	\$16.40
100 - GF-Nondepartmental Subtotal:				\$153,666.02

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CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT	
Total For Fund 001				\$913,486.77	
Fund 102					
010 - Fund Activity					
317107	11/08/2024	1568	ATOMIC SCREEN PRINT &, EMBROIDERY	OE UNIFORM	\$293.12
317188	11/08/2024	5148	KELLEY'S TELE-COMMUNICATIONS	ANSWERING SERVICE - OCTOBER 2024	\$108.64
317196	11/08/2024	3955	M-B COMPANIES INC	PAINT TRUCK PUMP REBUILD KITS	\$2,363.05
317222	11/08/2024	957	RANCH & HOME INC	PROPANE	\$191.91
317252	11/08/2024	9195	TRI-CITY TOOL SOLUTIONS LLC, ANDREW ZOLLER	SOCKET FOR PAINT TRUCK	\$84.51
317263	11/08/2024	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$259.26
317299	11/22/2024	9968	AG SPRAY EQUIPMENT, FIMCO INC	DE ICER TANK PARTS	\$658.07
317307	11/22/2024	2181	ARROW CONSTRUCTION SUPPLY LLC	COLD MIX	\$3,350.39
317355	11/22/2024	8774	FASTENAL COMPANY	BRAKE CLEAN FOR SNOW TRUCKS	\$130.65
317415	11/22/2024	3700	OFFICE DEPOT INC	OFFICE SUPPLIES	\$113.06
317419	11/22/2024	6603	PAPE MACHINERY INC	GREASE SNOW AND ICE TRUCKS	\$140.61
317428	11/22/2024	957	RANCH & HOME INC	TORCH RETURN	\$129.58
010 - Fund Activity Subtotal:				\$7,822.85	
110 - Traffic					
317117	11/08/2024	1817	RADIO SERVICE COMPANY INC	MAINTENANCE CHARGES	\$55.80
317188	11/08/2024	5148	KELLEY'S TELE-COMMUNICATIONS	ANSWERING SERVICE - OCTOBER 2024	\$108.64
317189	11/08/2024	78	KENNEWICK INDUSTRIAL & ELEC	DRILL BITS, TAPE, ZIP TIES	\$264.62
317242	11/08/2024	2430	STONEWAY ELECTRIC SUPPLY	SEC FUSE KITS	\$275.58
317263	11/08/2024	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$295.31
317312	11/22/2024	4052	BATTERIES PLUS	BATTERIES	\$57.22
317317	11/22/2024	84	BENTON PUD NO. 1	ELECTRICITY	\$27,883.20
317393	11/22/2024	78	KENNEWICK INDUSTRIAL & ELEC	PVC CONDUIT AND FITTINGS	\$127.36
317415	11/22/2024	3700	OFFICE DEPOT INC	OFFICE SUPPLIES	\$85.39
110 - Traffic Subtotal:				\$29,153.12	
Total For Fund 102				\$36,975.97	
Fund 103					
010 - Fund Activity					
317123	11/08/2024	466	CENTRAL PAVING LLC	P2414 PAY EST 1	\$635,695.50
317178	11/08/2024	529	INTERMOUNTAIN MATERIAL TESTING	P2401 MATERIAL TESTING	\$2,240.50
317378	11/22/2024	844	IMS INFRASTRUCTURE MANAGEMENT SERVICES	P2404 CONSULTANT INVOICE	\$7,700.00
010 - Fund Activity Subtotal:				\$645,636.00	
Total For Fund 103				\$645,636.00	

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CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
317263	11/08/2024	30 VERIZON NORTHWEST	BIPIN CELL PHONES	\$129.23
317337	11/22/2024	6375 COMPUNET INC	BIPIN - ARCTIC WOLF MDR 1 YEAR.	\$25,171.62
317452	11/22/2024	8 TELCO WIRING & REPAIR INC	BIPIN NETWORK CONNECTIONS	\$7,957.81
010 - Fund Activity Subtotal:				\$33,258.66
Total For Fund 106				\$33,258.66
Fund 107				
140 - HOME				
317330	11/22/2024	100 CITY OF RICHLAND	FINAL PAYMENT TOWARDS 98-01 HOME REHAB ETHERINGTON	\$1,500.00
140 - HOME Subtotal:				\$1,500.00
Total For Fund 107				\$1,500.00
Fund 111				
010 - Fund Activity				
317245	11/08/2024	4174 TAYLOR, JEREMY	CAT REIMBURSEMENT	\$500.00
317365	11/22/2024	4614 GENERAL PACIFIC INC	GENPAC DJI AVATA 2 TACTICAL DRONE SYSTEM	\$8,840.84
010 - Fund Activity Subtotal:				\$9,340.84
Total For Fund 111				\$9,340.84
Fund 116				
010 - Fund Activity				
317093	11/06/2024	73761 TRI-CITIES VISITOR & CONV. BUR	TOURISM PROMOTION AREA DISTRIBUTION	\$131,420.39
317250	11/08/2024	176 TRI-CITIES VISITOR &, CONVENTION BUREAU	CONTRACT DUES 2024-OCTOBER	\$23,656.25
010 - Fund Activity Subtotal:				\$155,076.64
Total For Fund 116				\$155,076.64
Fund 117				
042 - City Attorney				
317220	11/08/2024	3467 PRONTO PROCESS SERVICE, INC	MONTHLY COURIER SERVICE - OCTOBER 2024	\$17.50
317263	11/08/2024	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$69.85
317270	11/08/2024	853 WEST GROUP PAYMENT CENTER	ONLINE SOFTWARE SUBSCRIPTION - OCTOBER 2024	\$943.26
042 - City Attorney Subtotal:				\$1,030.61
072 - KPD-Criminal Investigation				
317240	11/08/2024	7685 SPECIAL CONSULTING SERVICES, LLC	UNSOLVED HOMICIDE/MISSING PERSON CASES/ORG CON.	\$2,500.00
317443	11/22/2024	7685 SPECIAL CONSULTING SERVICES, LLC	UNSOLVED HOMICIDE/MISSING PERSON CASES/ORG CON	\$2,500.00
072 - KPD-Criminal Investigation Subtotal:				\$5,000.00
073 - KPD-Patrol				
317263	11/08/2024	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$1,231.95
073 - KPD-Patrol Subtotal:				\$1,231.95

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CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
Total For Fund 117				\$7,262.56
Fund 118				
010 - Fund Activity				
317124	11/08/2024	10777	CHRISTINE, JULIE KATHLEEN	NW HIDTA FINANCIAL MANAGER
317144	11/08/2024	10225	DURAN, MATTHEW LAWRENCE	NW HIDTA DEPUTY DIRECTOR
317148	11/08/2024	10912	EVANS, KEITH A	NW HIDTA INTELLIGENCE ANALYST
317157	11/08/2024	397	GABRIEL JOHNSTON VELASCO	NW HIDTA INTELLIGENCE ANALYST
317164	11/08/2024	403	HAYLEY J. N. WEBSTER	NW HIDTA EXECUTIVE ASSISTANT
317173	11/08/2024	830	IAN WAYNE MCKENZIE	NW HIDTA OPERATIONS MANAGER
317204	11/08/2024	301	MICHAEL J MIZER	NW HIDTA DRUG INTELLIGENCE OFFICER
317228	11/08/2024	10915	ROSS, BRANDON R	NW HIDTA ADMIN/SURV TECH
317233	11/08/2024	396	SHAWN ALEXANDER MITCHELL	NW HIDTA INTELLIGENCE ANALYST
317269	11/08/2024	10001	WEINER, JONATHAN M	ATTEND HIDTA EXECUTIVE LEADERSHIP PANEL
317298	11/22/2024	465	AFFIRMA CONSULTING LLC	OCTOBER WEBSITE SUPPORT SERVICES
317301	11/22/2024	793	AMANDA LEIGH DUTT	WA STATE FUSION CONFERENCE-VANCOUVER WA
317326	11/22/2024	10777	CHRISTINE, JULIE KATHLEEN	NW HIDTA FINANCIAL MANAGER
317346	11/22/2024	10225	DURAN, MATTHEW LAWRENCE	NW HIDTA DEPUTY DIRECTOR
317352	11/22/2024	10912	EVANS, KEITH A	NW HIDTA INTELLIGENCE ANALYST
317362	11/22/2024	397	GABRIEL JOHNSTON VELASCO	NW HIDTA INTELLIGENCE ANALYST
317371	11/22/2024	403	HAYLEY J. N. WEBSTER	NW HIDTA EXECUTIVE ASSISTANT
317377	11/22/2024	830	IAN WAYNE MCKENZIE	PMP TRAINING AND MEETINGS- BELLINGHAM, WA
317407	11/22/2024	301	MICHAEL J MIZER	NW HIDTA DRUG INTELLIGENCE OFFICER
317432	11/22/2024	10915	ROSS, BRANDON R	NW HIDTA ADMIN/SURV TECH
317436	11/22/2024	396	SHAWN ALEXANDER MITCHELL	WKLY TRAVEL-TNT/CLARK-VANCOUVER DTF
317473	11/22/2024	10001	WEINER, JONATHAN M	NW HIDTA DIRECTOR
010 - Fund Activity Subtotal:				\$116,012.21
Total For Fund 118				\$116,012.21
Fund 300				
010 - Fund Activity				
EFT	11/18/2024	2817	THREE RIVERS CONVENTION CTR	TRCC- EXPANSION
EFT	11/18/2024	2817	THREE RIVERS CONVENTION CTR	KPFD - ANNUAL CONTRIBUTION
317286	11/21/2024	435	CITY OF PASCO	REGIONAL CENTERS SALES & USE TAX-4TH QTR
317329	11/22/2024	435	CITY OF PASCO	24 Q3 ANIMAL SHELTER BUILDING SERVICES
010 - Fund Activity Subtotal:				\$766,803.13
160 - Land & Facilities				
317100	11/08/2024	978	ALPHA AUTOMATION INC	PLAYGROUND HIC TESTING EQUIPMENT
317103	11/08/2024	3088	APOLLO MECHANICAL CONTRACTORS, APOLLO SHEET METAL	90% PAYMENT CIVIC POOL HEATER INSTALL
317109	11/08/2024	108	BADGER METER INC	FIRE HYDRANT METERS FOR WATER LOSS @ WASH DOWN PAD

City of Kennewick
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CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
317120	11/08/2024	559 ROBERTO C SANCHEZ	90% PAYMENT REFURBISH VETERANS MEMORIALS	\$8,883.00
317129	11/08/2024	836 CLIFF THORN CONSTRUCTION LLC	K2204 PAY EST 2	\$65,163.10
317155	11/08/2024	765 S & S LEGACY INC	RETAINAGE SOUTHRIDGE SPORTS COMPLEX IN-FIELD TURF	\$41,826.50
317306	11/22/2024	3088 APOLLO MECHANICAL CONTRACTORS, APOLLO SHEET METAL	NEW VFD CONTROL FOR RTU 1	\$4,713.82
317420	11/22/2024	1015 PARADIGM CONTRACTING LLC	HVAC	\$4,423.03
160 - Land & Facilities Subtotal:				\$166,120.88
170 - Capital Purchases				
317143	11/08/2024	229 DELL MARKETING L.P., C/L DELL USA L.P.	15 WD22TB4 THUNDERBOLT DOCKING STATIONS	\$4,218.76
317211	11/08/2024	850 NOVACOAST	ADVANCED AUTHENTICATION PROFESSIONAL SERVICES	\$606.25
317337	11/22/2024	6375 COMPUNET INC	CITY SHOPS CISCO AND CAMERA WORK	\$32,886.85
317344	11/22/2024	229 DELL MARKETING L.P., C/L DELL USA L.P.	DELL REPLACEMENT TRY - BUYS	\$8,878.28
317421	11/22/2024	3458 PARAMOUNT COMMUNICATIONS INC	RETAINAGE CITY SHOPS COMMUNICATIONS CABLING	\$1,054.40
317462	11/22/2024	1566 TYLER TECHNOLOGIES INC	EDEN REPLACEMENT PROJECT - CONTRACT 19-013	\$13,246.10
170 - Capital Purchases Subtotal:				\$60,890.64
Total For Fund 300				\$993,814.65
Fund 303				
010 - Fund Activity				
317384	11/22/2024	4713 J-U-B ENGINEERS INC	P2403 CONSULTANT INVOICE	\$68,107.48
010 - Fund Activity Subtotal:				\$68,107.48
Total For Fund 303				\$68,107.48
Fund 371				
010 - Fund Activity				
317179	11/08/2024	589 INTERWEST TECHNOLOGY SYSTEMS, INC.	RETAINAGE RELEASE FS#1 LOCUTION INSTALLATION	\$2,308.48
317382	11/22/2024	589 INTERWEST TECHNOLOGY SYSTEMS, INC.	FS1 LOCUTION RETAINAGE CORRECTION	\$327.92
010 - Fund Activity Subtotal:				\$2,636.40
Total For Fund 371				\$2,636.40
Fund 402				
000 - Fund Activity				
317275	11/14/2024	99993 AMBULANCE REFUNDS	AMBULANCE REFUND-280-KFD2312568	\$100.00
317276	11/14/2024	99993 AMBULANCE REFUNDS	AMBULANCE REFUND-280-KFD2311592	\$138.09
317277	11/14/2024	99993 AMBULANCE REFUNDS	AMBULANCE REFUND- 280-KFD2404648	\$58.38
317278	11/14/2024	99993 AMBULANCE REFUNDS	AMBULANCE REFUND - 280-KFD2405878	\$50.00
317279	11/14/2024	99993 AMBULANCE REFUNDS	AMBULANCE REFUND-280-KFD2408411	\$25.00
000 - Fund Activity Subtotal:				\$371.47
010 - Fund Activity				
EFT	11/22/2024	167 WA STATE DEPT OF REVENUE	EXCISE TAX OCTOBER 2024	\$13,988.51

City of Kennewick
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CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
317114	11/08/2024	3495 BOUND TREE MEDICAL LLC	GENERAL MEDICAL SUPPLIES	\$120.61
317119	11/08/2024	7715 CARDINAL HEALTH 411, INC	MEDICATION	\$650.44
317182	11/08/2024	954 KEVIN E HODGES	MPD SERVICES	\$1,462.50
317194	11/08/2024	8868 LIFE-ASSIST	IV SUPPLIES	\$3,305.02
317216	11/08/2024	917 OXARC, INC.	OXYGEN	\$135.61
317222	11/08/2024	957 RANCH & HOME INC	PROPANE	\$27.30
317241	11/08/2024	2536 STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	FS2 STATION SUPPLIES	\$523.16
317243	11/08/2024	5689 STRYKER SALES CORPORATION, STRYKER MEDICAL	LUCAS 3 DEVICE (L&I GRANT)	\$18,944.30
317249	11/08/2024	930 TOTAL ENERGY MANAGEMENT	FS#3 NEDERMAN REPAIRS	\$2,322.70
317253	11/08/2024	168 TRILOGY MEDWASTE WEST LLC	MONTHLY RX DISPOSAL FEE	\$17.87
317262	11/08/2024	9909 VENDNOVATION	RX VENDING MACHINE SW RENEWAL	\$1,304.40
317263	11/08/2024	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$969.82
317322	11/22/2024	7715 CARDINAL HEALTH 411, INC	MEDICATION	\$119.63
317328	11/22/2024	2481 CI INFORMATION MANAGEMENT, CI SUPPORT LLC	SECURED SHRED SERVICE	\$50.89
317344	11/22/2024	229 DELL MARKETING L.P., C/L DELL USA L.P.	COMPUTER EQUIPMENT FIRE ADMINISTRATION	\$690.75
317348	11/22/2024	903 EDDIE HIGGINBOTHAM	REIMB. MEDIC SCHOOL TUITION	\$728.93
317363	11/22/2024	5823 GALLS, LLC	BLANK NAME TAGS	\$232.06
317402	11/22/2024	8868 LIFE-ASSIST	IV SUPPLIES	\$1,719.34
317418	11/22/2024	917 OXARC, INC.	OXYGEN	\$627.50
317428	11/22/2024	957 RANCH & HOME INC	PROPANE	\$10.24
317445	11/22/2024	2536 STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	FS2 OPERATING SUPPLIES	\$648.85
317447	11/22/2024	5689 STRYKER SALES CORPORATION, STRYKER MEDICAL	LUCAS 3 DEVICE (L&I GRANT)	\$2,118.06
317451	11/22/2024	10778 SYSTEMS DESIGN WEST LLC	EMS BILLING AND POSTAGE-SEPTEMBER 24	\$10,092.55
317453	11/22/2024	7618 TELEFLEX LLC	IV SUPPLIES	\$604.35
317476	11/22/2024	6869 ZOLL MEDICAL CORPORATION	CREDIT - RE: INV.4026965	\$774.36
010 - Fund Activity Subtotal:				\$62,189.75
Total For Fund 402				\$62,561.22
Fund 403				
010 - Fund Activity				
EFT	11/01/2024	70016 U.S. BANK	MERCHANT FEES	\$5,567.07
317263	11/08/2024	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$347.08
317454	11/22/2024	6977 THE BUILDING DEPARTMENT INC	NW CODE PROF. OCTOBER 2024 CONTRACT BLDG INSP	\$440.00
010 - Fund Activity Subtotal:				\$6,354.15
Total For Fund 403				\$6,354.15
Fund 404				
010 - Fund Activity				
317103	11/08/2024	3088 APOLLO MECHANICAL CONTRACTORS, APOLLO SHEET METAL	PAY APP 7 TOYOTA CTR HVAC REPLACEMENT PH2 PROJECT	\$44,835.59
010 - Fund Activity Subtotal:				\$44,835.59

City of Kennewick
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CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT	
Total For Fund 404				\$44,835.59	
Fund 405					
010 - Fund Activity					
EFT	11/22/2024	167	WA STATE DEPT OF REVENUE	EXCISE TAX OCTOBER 2024	\$3,776.74
317105	11/08/2024	5050	ARG INDUSTRIAL	CAM LOCK FOR SWEEPER	\$29.14
317107	11/08/2024	1568	ATOMIC SCREEN PRINT &, EMBROIDERY	OE UNIFORM	\$266.83
317117	11/08/2024	1817	RADIO SERVICE COMPANY INC	MAINTENANCE CHARGES	\$55.80
317118	11/08/2024	810	C WATTS TRUCKING LLC	P2317 PAY EST 1	\$101,433.00
317150	11/08/2024	8774	FASTENAL COMPANY	SWEEPERS BOLTS	\$4.82
317189	11/08/2024	78	KENNEWICK INDUSTRIAL & ELEC	SWEEPER WATER PARTS	\$508.94
317222	11/08/2024	957	RANCH & HOME INC	HAND CLEANER	\$39.96
317224	11/08/2024	366	REESE CONCRETE PRODUCTS MFG, INC	CATCH BASIN RING	\$418.50
317263	11/08/2024	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$324.87
317274	11/08/2024	5471	ZIPLY FIBER, NORTHWEST FIBER, LLC DBA	TELEPHONE SVC	\$71.86
317303	11/22/2024	2396	AMERICAN ROCK PRODUCTS, INC.	ROCK FOR GARFIELD PIPE PROJECT	\$11,613.84
317309	11/22/2024	1568	ATOMIC SCREEN PRINT &, EMBROIDERY	EMBROIDERY OE CLOTHING	\$21.74
317354	11/22/2024	5426	EWING IRRIGATION PRODUCTS, INC	FABRIC FOR GARFIELD DITCH	\$1,834.57
317372	11/22/2024	865	HD FOWLER COMPANY INC	DECANT HYDRANT REPAIR	\$225.38
317428	11/22/2024	957	RANCH & HOME INC	SWEEPER DUMP PARTS	\$52.94
317475	11/22/2024	7226	WINCAN LLC, PIPELINE ANALYTICS LLC	TV VAN ANNUAL SUPPORT	\$2,500.00
010 - Fund Activity Subtotal:				\$123,178.93	
Total For Fund 405				\$123,178.93	
Fund 410					
000 - Fund Activity					
EFT	11/22/2024	167	WA STATE DEPT OF REVENUE	EXCISE TAX OCTOBER 2024	\$107.04
317109	11/08/2024	108	BADGER METER INC	INV 300 BADGER	\$18,228.71
317165	11/08/2024	865	HD FOWLER COMPANY INC	INV 300/400 HD FOWLER	\$7,037.40
317372	11/22/2024	865	HD FOWLER COMPANY INC	INV 300 HD FOWLER	\$396.83
000 - Fund Activity Subtotal:				\$25,769.98	
010 - Fund Activity					
EFT	11/22/2024	167	WA STATE DEPT OF REVENUE	EXCISE TAX OCTOBER 2024	\$86,733.17
317102	11/08/2024	2738	ANATEK LABS INC	PFAS TEST RESULTS	\$590.00
317107	11/08/2024	1568	ATOMIC SCREEN PRINT &, EMBROIDERY	OE UNIFORM	\$2,433.28
317108	11/08/2024	88	AWWA AMERICAN WATER WORKS, ASSOCIATION	2025 AWWA MEMBERSHIP DUES	\$4,720.00
317109	11/08/2024	108	BADGER METER INC	BADGER AMI CAPABLE FIRE HYDRANT METERS	\$10,042.81
317110	11/08/2024	4052	BATTERIES PLUS	WWTP FLOW LOGGER BATTERIES	\$360.23
317111	11/08/2024	3707	BAXTER AUTO PARTS	CLEAR GLOSS PAINT FOR HAND RAILING IN HYPO ROOM	\$14.14
317117	11/08/2024	1817	RADIO SERVICE COMPANY INC	MAINTENANCE CHARGES	\$55.80

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CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
317123	11/08/2024	466 CENTRAL PAVING LLC	P2414 PAY EST 1	\$1,000.00
317125	11/08/2024	395 CITY OF KENNEWICK	WWTP PH II BUILDING PERMIT FEES	\$19,348.15
317126	11/08/2024	395 CITY OF KENNEWICK	WWTP PH II BUILDING PERMIT FEES	\$30,658.15
317136	11/08/2024	13 CORE & MAIN LP	DRAIN TUBES AND PARTS FOR HYDRANT REPAIR	\$793.61
317141	11/08/2024	8116 D&D TELECOMMUNICATIONS, PROPERTIES, LLC	INSPIRATION POINT - NOVEMBER 2024	\$782.87
317142	11/08/2024	767 DDB LLC	P2407 PAY EST 1	\$149,157.05
317146	11/08/2024	182 ELLISON EARTHWORKS LLC	P2307 PAY EST 5	\$4,228.00
317147	11/08/2024	434 EMPIRE RUBBER & SUPPLY INC.	PARTS FOR SCREEN ROOM GEAR BOXES	\$55.35
317152	11/08/2024	86 FERGUSON ENTERPRISES INC	VALVE EXTENSIONS FOR VALVE ON RIDGELINE	\$131.07
317160	11/08/2024	1775 GRAINGER	DOOR LOCK LUBRICANT	\$54.14
317161	11/08/2024	872 CYANO HOLDINGS INC	ANATOXIN-A (HAB) SAMPLING	\$700.00
317165	11/08/2024	865 HD FOWLER COMPANY INC	PARTS FOR FIRE HYDRANT REPAIRS	\$1,947.69
317175	11/08/2024	116 INDUSTRIAL CONSTRUCTION OF WASHINGTON LLC	P2117 PAY EST 9	\$950.30
317176	11/08/2024	116 INDUSTRIAL CONSTRUCTION OF WASHINGTON LLC	P2310 PAY EST 1	\$89,880.92
317177	11/08/2024	303 INTERMOUNTAIN CLEANING SERVICE INC.	JANITORIAL SVC - OCTOBER 2024	\$520.00
317188	11/08/2024	5148 KELLEY'S TELE-COMMUNICATIONS	ANSWERING SERVICE - OCTOBER 2024	\$111.94
317189	11/08/2024	78 KENNEWICK INDUSTRIAL & ELEC	FITTINGS FOR SURGE TANK IN CHEMICAL ROOM	\$19.75
317195	11/08/2024	3154 M & M BOLT COMPANY, LLC	BOLTS FOR FIRE HYDRANT REPAIRS	\$38.22
317201	11/08/2024	6441 MERRELL BROTHERS INC	P2209 CONSULTANT INVOICE	\$836,652.86
317205	11/08/2024	5112 MOON SECURITY SERVICES, INC	WFP - 10128	\$91.24
317207	11/08/2024	1355 MOTION INDUSTRIES INC	PARTS FOR SCREEN ROOM GEAR BOXES	\$5,271.98
317216	11/08/2024	917 OXARC, INC.	ACETYLENE REFILL & NEW TIPS FOR TORCH	\$140.18
317219	11/08/2024	329 PLATT ELECTRIC SUPPLY COMPANY, REXEL USA INC	WWTP - SCREEN MOTOR CONTACTOR	\$1,171.03
317251	11/08/2024	6270 TRI-CITY SIGN & BARRICADE	LOCATE PAINT	\$474.02
317258	11/08/2024	4764 UNITED PARCEL SERVICE, UPS	SHIPPING	\$101.41
317260	11/08/2024	3564 US LINEN AND UNIFORM	LINEN SERVICE	\$152.20
317263	11/08/2024	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$3,012.16
317265	11/08/2024	63 WA STATE DEPT TRANSPORTATION, HIGHWAYS & LOCAL PR	P2211 UTILITY PERMIT - JULY 2024	\$1,264.76
317274	11/08/2024	5471 ZIPLY FIBER, NORTHWEST FIBER, LLC DBA	TELEPHONE SVC	\$469.91
317305	11/22/2024	2738 ANATEK LABS INC	TOC SAMPLING	\$2,042.00
317306	11/22/2024	3088 APOLLO MECHANICAL CONTRACTORS, APOLLO SHEET METAL	2024 HVAC MAINT NOVEMBER	\$3,011.69
317316	11/22/2024	93 BENTON FRANKLIN DISTRICT, HEALTH	CYANOTOXIN (HAB) TESTING	\$5,173.10
317317	11/22/2024	84 BENTON PUD NO. 1	ELECTRICITY	\$120,603.60
317319	11/22/2024	706 BLACK & VEATCH CORPORATION	P2309 CONSULTANT INVOICE	\$14,374.00
317320	11/22/2024	5736 BOWMAN CONSULTING GROUP LTD	P2412 CONSULANT INVOICE	\$6,760.02
317323	11/22/2024	83 CASCADE NATURAL GAS	GAS SERVICE	\$687.40
317335	11/22/2024	6389 COLUMBIA ELECTRIC SUPPLY	OUTSIDE BUILDING LIGHT BULBS	\$93.20
317336	11/22/2024	114 COLUMBIA RIGGING CORPORATION	CABLE FOR LOWERING THE TV CAMERA DOWN	\$27.23
317343	11/22/2024	8116 D&D TELECOMMUNICATIONS, PROPERTIES, LLC	INSPIRATION POINT - DECEMBER 2024	\$782.87
317356	11/22/2024	4147 FEDEX	SHIPPING	\$39.62

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CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
317357	11/22/2024	86 FERGUSON ENTERPRISES INC	VARIOUS SIZE REPAIR CLAMPS FOR STEEL ML REPAIRS	\$4,962.62
317358	11/22/2024	5861 FIBER GLASS SYSTEMS LP	RFQ 23-014 FRP CHEMICAL STORAGE TANKS	\$2,763.15
317367	11/22/2024	1775 GRAINGER	SEWER FLOW LOGGER BATTERIES	\$472.84
317369	11/22/2024	1482 HACH COMPANY	BENCH TOP TURBIDITY ANALYZER CALIBRATION	\$525.03
317370	11/22/2024	1338 HANSFORD, BILL	UNIFORM ALLOWANCE	\$195.65
317372	11/22/2024	865 HD FOWLER COMPANY INC	PARTS TO REPAIR M&H FIRE HYDRANTS	\$307.97
317373	11/22/2024	6569 HDR INC	P1905 CONSULTANT INVOICE	\$26,397.68
317379	11/22/2024	532 INDUSTRIAL SOFTWARE SOLUTIONS	WTP AND WWTP HMI SOFTWARE SUPPORT	\$17,794.20
317384	11/22/2024	4713 J-U-B ENGINEERS INC	P2209 CONSULTANT INVOICE	\$20,125.60
317385	11/22/2024	692 JACOB HICKMAN	UNIFORM ALLOWANCE	\$131.88
317392	11/22/2024	669 KELLER ASSOCIATES INC	P2408 CONSULTANT INVOICE	\$3,545.00
317393	11/22/2024	78 KENNEWICK INDUSTRIAL & ELEC	HOSE SCREENS FOR TRANSFER PUMPS	\$180.60
317398	11/22/2024	891 LARRY JENNINGS	UNIFORM ALLOWANCE	\$187.99
317403	11/22/2024	3154 M & M BOLT COMPANY, LLC	BOLTS FOR HYDRANT REPAIRS	\$5.98
317406	11/22/2024	7361 MESSENGER, GEORGE	UNIFORM ALLOWANCE	\$230.99
317415	11/22/2024	3700 OFFICE DEPOT INC	OFFICE SUPPLIES	\$804.01
317418	11/22/2024	917 OXARC, INC.	OXYGEN & ACETYLENE FOR CUT OFF TORCHES ON TRUCK	\$86.00
317422	11/22/2024	1040 PARAMOUNT SUPPLY COMPANY	FILTERS FOR RC4 WELL HOUSE VENTS	\$255.14
317428	11/22/2024	957 RANCH & HOME INC	MATS FOR TOOL BOXES ON NEW MAINTENANCE TRUCK	\$402.22
317433	11/22/2024	6567 RS AMERICAS INC	ASR WELL SURGE SUPPRESSOR MODULE	\$1,114.19
317461	11/22/2024	6270 TRI-CITY SIGN & BARRICADE	LOCATE PAINT	\$295.32
317464	11/22/2024	4764 UNITED PARCEL SERVICE, UPS	SHIPPING	\$56.36
317465	11/22/2024	3881 UTILITIES UNDERGROUND, LOCATION CENTER	MONTHLY LOCATE FEES	\$357.72
317471	11/22/2024	1035 WASHINGTON HARDWARE AND, FURNITURE CO	J HOOK FOR LOWERING IN THE TV CAMERA	\$30.95
317474	11/22/2024	355 WHITNEY EQUIPMENT CO INC	REPAIR PUMP AT 23RD AND GUM	\$127,167.04
317475	11/22/2024	7226 WINCAN LLC, PIPELINE ANALYTICS LLC	TV VAN ANNUAL SUPPORT	\$2,500.00
010 - Fund Activity Subtotal:				\$1,618,619.25
Total For Fund 410				\$1,644,389.23

Fund 501**000 - Fund Activity**

EFT	11/22/2024	167 WA STATE DEPT OF REVENUE	EXCISE TAX OCTOBER 2024	\$23.24
317137	11/08/2024	7868 CORWIN FORD - TRI CITIES, CORWIN OF PASCO LLC	INV 700 TRANSMISSION FILTERS / SCREENS	\$146.79
317138	11/08/2024	5727 COSTCO ANYWHERE CITI VISA	INV 700 POWERSTOP BRAKES	\$694.79
317172	11/08/2024	8711 HUGHES FIRE EQUIPMENT INC	INV 700 HUGHES FIRE	\$990.87
317208	11/08/2024	8875 NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	INV 700 NAPA	\$663.71
317223	11/08/2024	3803 RDO EQUIPMENT	INV 700 BRUSH HOUND BLADES	\$920.53
317297	11/22/2024	10995 ADVANTAGE PRESSUREPRO LLC	INV 700 TIRE PRESSURE SENSORS	\$538.90
317324	11/22/2024	5061 CEDAR RAPIDS TIRE CO	INV 800 SMALL JACOBSEN TIRES	\$376.80
317338	11/22/2024	4853 CONNELL OIL INC, 76 DISTRIBUTING	INV 700 OIL	\$3,420.47

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317340	11/22/2024	5727 COSTCO ANYWHERE CITI VISA	INV 700 POWERSTOP BRAKES	\$299.22
317410	11/22/2024	8875 NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	INV 700 NAPA	\$449.80
317414	11/22/2024	4217 O'REILLY AUTO PARTS	INV 700 O'REILLY	\$916.34
317425	11/22/2024	241 PERFORMANCE SYSTEMS INTEGRATION	INV 700 FIRE EXTINGUISHERS	\$526.09
000 - Fund Activity Subtotal:				\$9,967.55
010 - Fund Activity				
317106	11/08/2024	2091 ARI PHOENIX INC	FLEET LIFT SAFETY INSPECTION -ARI LIFTS	\$1,971.71
317107	11/08/2024	1568 ATOMIC SCREEN PRINT &, EMBROIDERY	OE CLOTHING	\$338.59
317130	11/08/2024	1310 COLEMAN OIL COMPANY	DIESEL FOR WASTE WATER TREATMENT PLANT	\$31,510.93
317132	11/08/2024	6389 COLUMBIA ELECTRIC SUPPLY	SHOP BAY LIGHTING FIXTURES - ARPA	\$8,947.64
317137	11/08/2024	7868 CORWIN FORD - TRI CITIES, CORWIN OF PASCO LLC	2025 FORD INTERCEPTOR VEH 7504	\$109,242.69
317140	11/08/2024	9415 CUMMINS INC	COOLANT FOR VF650	\$372.70
317154	11/08/2024	81 FNS COLLISION GROUP LLC	2025 POLICE VEHICLE PAINT VEH 7501	\$6,049.17
317160	11/08/2024	1775 GRAINGER	CARTRIDGE FILTER RETURN	(\$13.33)
317169	11/08/2024	8572 HIGH DESERT MAINTENANCE INC	WELDING & REPAIR ON GRATING OF V0477	\$873.09
317172	11/08/2024	8711 HUGHES FIRE EQUIPMENT INC	ACTUATOR FOR V2717	\$2,929.76
317181	11/08/2024	3313 J & L HYDRAULICS	HYDRAULIC FITTINGS VEH 0440	\$5.05
317183	11/08/2024	3363 JIM'S PACIFIC GARAGES INC	FILTERS FOR V5520	\$267.55
317185	11/08/2024	2303 JOHN DEERE COMPANY, GOV. & NAT. SALES	2024 JOHN DEERE TRACTOR #3403	\$79,680.23
317199	11/08/2024	2254 MCMASTER-CARR SUPPLY COMPANY	RELAY FOR V4105	\$107.47
317206	11/08/2024	819 MOTION AND FLOW CONTROL PRODUCTS INC	FITTINGS VEH W037	\$26.95
317208	11/08/2024	8875 NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	HYD FILTER FOR V2801	\$1,282.89
317210	11/08/2024	1677 NORTHSTAR CLEAN CONCEPTS HOTSY, CLEAN CONCEPTS GR	REPAIRS FOR CAR WASH CW02	\$306.70
317213	11/08/2024	4217 O'REILLY AUTO PARTS	HYD FILTER FOR FLEET	\$2,870.54
317214	11/08/2024	3700 OFFICE DEPOT INC	CALENDARS FOR PURCHASING AND FLEET	\$20.34
317215	11/08/2024	2081 OORD, NICHOLAS	OE CLOTHING REIMB -BOOTS	\$326.99
317217	11/08/2024	6241 PASCO TIRE FACTORY INC	SERVICE CALL FLAT REPAIR V0059	\$2,464.74
317223	11/08/2024	3803 RDO EQUIPMENT	PULLEYS AND BELTS VEH 0440	\$456.66
317229	11/08/2024	9107 RWC INTERNATIONAL LTD	RETRACTOR ASSY FOR V5116	\$1,912.11
317238	11/08/2024	9499 SOUNDOFF SIGNAL GSA, EMERGENCY TECHNOLOGY INC	SOUNDOFF LIGHTS FOR TRACTOR 3403	\$1,046.09
317257	11/08/2024	4283 TURF STAR - WESTERN	CLAMP AND NOZZLE VEH C050	\$720.83
317258	11/08/2024	4764 UNITED PARCEL SERVICE, UPS	SHIPPING	\$479.58
317260	11/08/2024	3564 US LINEN AND UNIFORM	LINEN SERVICE	\$236.35
317263	11/08/2024	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$174.24
317321	11/22/2024	2579 BUD CLARY FORD/HYUNDAI, CLARY LONGVIEW LLC	2025 FORD INTERCEPTOR UTILITY FIRE DEP CHIEF V2501	\$49,636.36
317334	11/22/2024	1310 COLEMAN OIL COMPANY	CITYWIDE FLEET FUEL	\$21,908.24
317341	11/22/2024	920 CR SOLUTIONS LLC	RETAINAGE SHOPS ELECTRICAL UPGRADES -- ARPA	\$331.00
317375	11/22/2024	8572 HIGH DESERT MAINTENANCE INC	MOWER GUARD FOR V5804	\$2,419.70
317387	11/22/2024	2285 JIFFY CAR WASH, INC.	OCTOBER FLEET CAR WASHES	\$652.20
317388	11/22/2024	3363 JIM'S PACIFIC GARAGES INC	FILTER FOR V4510	\$400.13

City of Kennewick
Claims Roster by Fund/Division
11/1/2024 to 11/30/2024



CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
317389	11/22/2024	137 CONSTANCE MACHINE INC	CANISTER AND EXTINGUISHER MOUNTS X 6	\$918.18
317394	11/22/2024	6243 KIMBALL MIDWEST	ABSORBENT PADS INV	\$425.89
317400	11/22/2024	8933 LES SCHWAB TIRE CENTERS, OF WASHINGTON INC	FLAT REPAIR FOR V0156	\$54.34
317404	11/22/2024	2357 MCCURLEY CHEVROLET INC	SENSORS FOR V2803	\$296.33
317409	11/22/2024	819 MOTION AND FLOW CONTROL PRODUCTS INC	CLAMP FOR V3530	\$50.90
317410	11/22/2024	8875 NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	FILTERS FOR V5904	\$442.85
317414	11/22/2024	4217 O'REILLY AUTO PARTS	FILTER FOR V4907	\$413.65
317416	11/22/2024	2081 OORD, NICHOLAS	OE CLOTHING REIMB - JEANS	\$56.79
317417	11/22/2024	1912 OWEN EQUIPMENT COMPANY	TUBE AND SEALS VEH 5116	\$4,217.12
317419	11/22/2024	6603 PAPE MACHINERY INC	KNOB FOR V4315	\$2,373.82
317423	11/22/2024	981 HCOP LLC	FILTER FOR V3530	\$41.45
317424	11/22/2024	6241 PASCO TIRE FACTORY INC	TIRES FOR V3806	\$188.70
317425	11/22/2024	241 PERFORMANCE SYSTEMS INTEGRATION	INV 700 FIRE EXTINGUISHERS	\$2,780.39
317428	11/22/2024	957 RANCH & HOME INC	PROPANE FOR V0401	\$27.95
317439	11/22/2024	9797 SIGNS BY SUE	MARKINGS FOR NEW POLICE VEHICLE V7500	\$4,975.64
317442	11/22/2024	5320 SOLID WASTE SYSTEMS INC	SWITCH BANK VEH 4104	\$912.40
317444	11/22/2024	247 SS EQUIPMENT, PASCO NEW HOLLAND	ARM ASSY FOR V3213	\$823.26
317456	11/22/2024	7370 THE FAB SHOP LLC	CHAIN REPLACEMENT FOR V4701	\$4,441.51
317458	11/22/2024	7982 TITAN TRUCK EQUIPMENT	COVER VEH 4907	\$43.95
317471	11/22/2024	1035 WASHINGTON HARDWARE AND, FURNITURE CO	CHAIN FOR V3404	\$43.39
010 - Fund Activity Subtotal:				\$353,484.40
Total For Fund 501				\$363,451.95
Fund 502				
000 - Fund Activity				
317131	11/08/2024	175 COLUMBIA BASIN PAPER & SUPPLY	INV 200 COLUMBIA BASIN PAPER & SUPPLY	\$394.58
317138	11/08/2024	5727 COSTCO ANYWHERE CITI VISA	INV 200 BOTTLED WATER	\$956.54
317160	11/08/2024	1775 GRAINGER	INV 200 GRAINGER	\$2,511.28
317202	11/08/2024	1955 MID-AMERICAN RESEARCH CHEMICAL	INV 200 GRAFFITI WIPES	\$708.72
317203	11/08/2024	10360 MINUTEMAN PRESS OF KENNEWICK, WESTJAN ENTERPRISES	INV 100 CHECK STOCK	\$797.53
317300	11/22/2024	8871 ALLIED MATERIALS AND EQUIPMENT, CO INC	INV 200 FLAGS	\$480.46
317367	11/22/2024	1775 GRAINGER	INV 200 GRAINGER	\$1,760.41
317450	11/22/2024	3697 SUNWEST SPORTSWEAR, A DIVISION OF US LINEN	INV 200 SUN WEST - HATS INVENTORY	\$2,780.90
317457	11/22/2024	3426 THE HOME DEPOT PRO, DBA SUPPLY WORKS	INV 200 PAPER TOWELS	\$4,464.18
000 - Fund Activity Subtotal:				\$14,854.60
010 - Fund Activity				
317094	11/08/2024	1526 ABADAN	COPIER MAINTENANCE - 2024	\$13.47
317193	11/08/2024	6743 LEAF CAPITAL FUNDING LLC	COPIER LEASE - 2024	\$525.03
317292	11/22/2024	1526 ABADAN	COPIER MAINTENANCE - 2024	\$2,248.04
317399	11/22/2024	6743 LEAF CAPITAL FUNDING LLC	COPIER LEASE - 2024	\$2,662.88

City of Kennewick
Claims Roster by Fund/Division
11/1/2024 to 11/30/2024



CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
010 - Fund Activity Subtotal:				\$5,449.42
Total For Fund 502				\$20,304.02
Fund 503				
010 - Fund Activity				
EFT	11/08/2024	70008	WA. STATE DEPT OF LICENSING	DRIVER ABSTRACTS \$90.00
EFT	11/15/2024	70008	WA. STATE DEPT OF LICENSING	DRIVING ABSTRACTS \$45.00
EFT	11/22/2024	70008	WA. STATE DEPT OF LICENSING	DRIVING ABSTRACTS \$60.00
EFT	11/26/2024	70008	WA. STATE DEPT OF LICENSING	DRIVING ABSTRACTS \$45.00
317135	11/08/2024	35	CONSOLIDATED ELECTRICAL, DISTRIBUTORS INC	REPLACE LIGHT POLE AT HILDEBRAND & MCKINLEY \$7,940.66
317154	11/08/2024	81	FNS COLLISION GROUP LLC	REPAIR OF KPD #7316 \$7,539.46
317172	11/08/2024	8711	HUGHES FIRE EQUIPMENT INC	REPAIR OF KFD #2003 LIGHT BAR. \$778.21
317189	11/08/2024	78	KENNEWICK INDUSTRIAL & ELEC	REPLACE DISCONNECTS & FUSES AT 2911 KENNEWICK AVE \$180.15
317263	11/08/2024	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES \$41.41
317339	11/22/2024	35	CONSOLIDATED ELECTRICAL, DISTRIBUTORS INC	REPLACE BASE AT 4TH & OLYMPIA \$2,647.53
317351	11/22/2024	8079	EMPLOYMENT SECURITY DEPARTMENT, UI TAX ADMINISTRA	3RD QUARTER UNEMPLOYMENT CLAIMS \$34,665.96
317438	11/22/2024	680	SIERRA ELECTRIC, INC.	REPLACE LIGHT POLE NEAR EAST BOAT LAUNCH \$9,990.24
317460	11/22/2024	1028	TRI-CITY GLASS, INC.	REPLACE BROKEN WINDOW AT COLUMBIA GOLF TRIPLEX \$844.60
010 - Fund Activity Subtotal:				\$64,868.22
Total For Fund 503				\$64,868.22
Fund 611				
010 - Fund Activity				
317347	11/22/2024	5685	ECKERT, NANCY	LEOFF 1 PENSION \$1,816.62
317427	11/22/2024	6700	PURDY, PAULA	LEOFF 1 PENSION \$1,159.80
317431	11/22/2024	145	REMUS, LARRY J	LEOFF 1 PENSION \$674.55
317435	11/22/2024	148	SHAW, LEONARD	LEOFF 1 PENSION \$427.08
317441	11/22/2024	150	SLEATER, LARRY L	LEOFF 1 PENSION \$1,242.33
317467	11/22/2024	152	VICKERMAN, THOMAS	LEOFF 1 PENSION \$233.45
010 - Fund Activity Subtotal:				\$5,553.83
Total For Fund 611				\$5,553.83
Fund 612				
010 - Fund Activity				
317096	11/08/2024	24	ADKINS, WILLIAM	RETIREE MEDICAL \$174.70
317115	11/08/2024	185	BUCK, GARY E	RETIREE MEDICAL \$174.70
317145	11/08/2024	1894	EASLING, CONNIE	RETIREE MEDICAL \$174.70
317149	11/08/2024	41	FARNKOFF, ROBERT C	RETIREE MEDICAL \$174.70
317151	11/08/2024	58	FEARING, DOUG	RETIREE MEDICAL \$174.70
317158	11/08/2024	181	GIER, CHARLES W.	RETIREE MEDICAL \$174.70

City of Kennewick
Claims Roster by Fund/Division
11/1/2024 to 11/30/2024



CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
317159	11/08/2024	134 GONDERMAN, DAVID A	RETIREE MEDICAL	\$174.70
317163	11/08/2024	62 GROSS, ROBERT	RETIREE MEDICAL	\$174.70
317166	11/08/2024	455 HEIMBIGNER, MICHAEL	RETIREE MEDICAL	\$174.70
317170	11/08/2024	6744 HIRSCHER, ARTHUR D	RETIREE MEDICAL	\$104.90
317186	11/08/2024	3891 JOPLIN, ALAN	RETIREE MEDICAL	\$174.70
317187	11/08/2024	65 JUERGENSEN, CURT	RETIREE MEDICAL	\$935.75
317190	11/08/2024	60 KRAFT, JAMES	RETIREE MEDICAL	\$764.30
317197	11/08/2024	50 MACE, BILL	RETIREE MEDICAL	\$174.70
317198	11/08/2024	52 MAPLETHORPE, JOHN G., JR	RETIREE MEDICAL	\$182.88
317212	11/08/2024	142 O'HAIR, RONALD L	RETIREE MEDICAL	\$174.70
317218	11/08/2024	5554 PENNEY, MICHAEL	RETIREE MEDICAL	\$134.00
317225	11/08/2024	145 REMUS, LARRY J	RETIREE MEDICAL	\$174.70
317231	11/08/2024	1821 SCHARNHORST, DEAN	RETIREE MEDICAL	\$164.90
317232	11/08/2024	148 SHAW, LEONARD	RETIREE MEDICAL	\$174.70
317237	11/08/2024	150 SLEATER, LARRY L	RETIREE MEDICAL	\$174.70
317239	11/08/2024	66 SOUTHWICK, JOHN J., JR.	RETIREE MEDICAL	\$174.70
317255	11/08/2024	1318 TRIPP, GREG	RETIREE MEDICAL	\$164.90
317264	11/08/2024	152 VICKERMAN, THOMAS	RETIREE MEDICAL	\$164.90
317266	11/08/2024	8584 WAGNER, BRIAN	RETIREE MEDICAL	\$173.70
317268	11/08/2024	9944 WATERS, DENNIS	RETIREE MEDICAL	\$174.70
317272	11/08/2024	2997 WILLIAMS, GARY	RETIREE MEDICAL	\$174.70
317273	11/08/2024	9776 YADEN, MARK	RETIREE MEDICAL	\$174.70
317430	11/22/2024	145 REMUS, LARRY J	MEDICAL & PERScription	\$198.99
010 - Fund Activity Subtotal:				\$6,308.52
Total For Fund 612				\$6,308.52
Fund 634				
010 - Fund Activity				
317134	11/08/2024	6375 COMPUNET INC	BIPIN SQL SERVER SA YEAR 3 OF 3	\$6,505.70
317462	11/22/2024	1566 TYLER TECHNOLOGIES INC	BIPIN CITIZEN REPORTING INTERFACE INSTALLATION FEE	\$2,521.84
010 - Fund Activity Subtotal:				\$9,027.54
Total For Fund 634				\$9,027.54
Fund 642				
000 - Fund Activity				
317127	11/08/2024	435 CITY OF PASCO	METRO OT REIMBURSEMENT- SEP 2024	\$85.64
000 - Fund Activity Subtotal:				\$85.64
010 - Fund Activity				
317112	11/08/2024	2595 BENNETT, CHRIS	INVESTIGATIVE FUNDS ISSUED	\$10,000.00

City of Kennewick
Claims Roster by Fund/Division
11/1/2024 to 11/30/2024



CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
317139	11/08/2024	7711 CULLIGAN WATER CONDITIONING	CULLIGAN WATER SERVICE	\$89.81
317256	11/08/2024	457 TRUCKS & AUTO AUCTIONS	VEHICLE STORAGE FEE (OCT)	\$1,650.00
317263	11/08/2024	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$81.46
317274	11/08/2024	5471 ZIPLY FIBER, NORTHWEST FIBER, LLC DBA	TELEPHONE SVC	\$158.93
317334	11/22/2024	1310 COLEMAN OIL COMPANY	UC VEHICLE FUEL EXPENSE	\$73.95
317350	11/22/2024	1933 EMPLOYMENT SECURITY DEPARTMENT, TREASURY UNIT	EMPLOYMENT HISTORY (TF24-115)	\$19.00
010 - Fund Activity Subtotal:				\$12,073.15
Total For Fund 642				\$12,158.79
Fund 888				
000 - Fund Activity				
EFT	11/22/2024	5000 COMMERCIAL CARD SOLUTIONS, JP MORGAN CHASE - VISA	PCARD PURCHAS- OCTOBER 2024	\$76,640.12
000 - Fund Activity Subtotal:				\$76,640.12
Total For Fund 888				\$76,640.12
				\$5,422,740.29

City of Kennewick
Claims Roster by Fund/Division
11/1/2024 to 11/30/2024



I, Jessica Platt, 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.

Jessica Platt, Finance Director

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

Check Numbers 317091 through 317477:	\$4,466,306.44
Electronic Payments (EFT):	\$956,433.85
Total	\$5,422,740.29

City of Kennewick
Claims Roster by Fund/Division
11/1/2024 to 11/30/2024



CLAIMS SUMMARY		
FUND	DESCRIPTION	AMOUNT
001	GENERAL FUND	913,486.77
102	STREET FUND	36,975.97
103	ARTERIAL STREET FUND	645,636.00
106	BI-PIN OPERATIONS FUND	33,258.66
107	COMMUNITY DEVELOPMENT FUND	1,500.00
111	ASSET FORFEITURE FUND	9,340.84
116	LODGING TAX FUND	155,076.64
117	CRIMINAL JUSTICE SALES TAX FND	7,262.56
118	HIDTA FIDUCIARY PROGRAM	116,012.21
300	CAPITAL IMPROVEMENTS FUND	993,814.65
303	URBAN ARTERIAL STREET FUND	68,107.48
371	GO BOND 2022 FUND	2,636.40
402	MEDICAL SERVICES FUND	62,561.22
403	BUILDING SAFETY FUND	6,354.15
404	COLISEUM FUND	44,835.59
405	STORMWATER UTILITY FUND	123,178.93
410	WATER AND SEWER FUND	1,644,389.23
501	EQUIPMENT RENTAL FUND	363,451.95
502	CENTRAL STORES FUND	20,304.02
503	RISK MANAGEMENT FUND	64,868.22
611	FIREMENS PENSION FUND	5,553.83
612	OPEB TRUST FUND	6,308.52
634	BI-COUNTY POLICE INFO NETWORK	9,027.54
642	METRO DRUG FORFEITURE FUND	12,158.79
888	RESIDUAL FUND	76,640.12
Total:		5,422,740.29

City of Kennewick
PCard Roster by Fund
10/1/2024 to 10/31/2024



FUND/DIVISION	VENDOR #	VENDOR NAME	DESCRIPTION	AMOUNT
001 - GENERAL FUND				
CITY COUNCIL	999998	ALLEGiant AIKSB	AIRLINE TICKET FOR MAYOR PRO TEM TORELLI ECA CONFERENCE	356.00
CITY COUNCIL	7748	PROCARD, TRAVEL INSURANCE POLICY	INSURANCE FOR VEGAS FLIGHT - MAYOR PRO TEM TORELLI ECA CONFERENCE	20.47
CITY COUNCIL	999998	PARK MGM/NOMAD-ADV DEP	HOTEL ROOM HOLD CHARGE FOR MAYOR PRO TEM TORELLI - ECA VEGAS	117.92
CITY COUNCIL	999998	W M SYMPOSIA INC	REGISTRATION FOR WASTE MANAGEMENT SYMPOSIA FOR COUNCILMEMBER MILLBAUER	1,490.00
CITY COUNCIL	999998	W M SYMPOSIA INC	REGISTRATION FOR WASTE MANAGEMENT SYMPOSIA FOR MAYOR PRO TEM TORELLI	1,490.00
CITY COUNCIL	3242	ALASKA AIRLINES	AIRLINE TICKET FOR COUNCILMEMBER MILLBAUER WMS 2025	477.20
CITY COUNCIL	3242	ALASKA AIRLINES	MAYOR PRO TEM TORELLI AIRLINE TICKET FOR WMS 2025	477.20
CITY COUNCIL	7748	PROCARD, TRAVEL INSURANCE POLICY	INSURANCE FOR AIRLINE TICKETS - COUNCILMEMBERS - WMS 2025	62.04
CITY COUNCIL	7748	PROCARD, TRAVEL INSURANCE POLICY	INSURANCE FOR AIRLINE TICKET - COUNCILMEMBER TORELLI - ECA VEGAS	22.75
CITY COUNCIL	3554	DELTA AIRLINES	MAYOR PRO TEM TORELLI - DEPARTING FLIGHT - VEGAS ECA	176.36
CITY COUNCIL	999998	W M SYMPOSIA INC	REFUND FOR REGISTRATION (ECA REIMBURSED) WMS 2025 - COUNCILMEMBER MILLBAUER	(1,415.50)
CITY COUNCIL	999998	W M SYMPOSIA INC	REFUND FOR REGISTRATION (ECA REIMBURSED) WMS 2025 - MAYOR PRO TEM TORELLI	(1,415.50)
CITY COUNCIL	3554	DELTA AIRLINES	AIRLINE TICKET FOR MAYOR PRO TEM TORELLI - FLIGHT CHANGE	132.62
CITY COUNCIL	999998	PARK MGM/NOMAD-ADV DEP	ROOM FEE HOLD FOR MAYOR PRO TEM TORELLI - ECA VEGAS	103.51
CITY COUNCIL	2861	TROPHY SHOPPE, THE, JEFFREY BRITTON	RETIREMENT PLAQUES FOR COUNCIL RECOGNITION	205.04
City Council Subtotal:				\$2,300.11
CITY MANAGER	7237	GOTPRINT.COM	BUSINESS CARDS FOR LISA BEATON	37.10
CITY MANAGER	7851	GREAT HARVEST BREAD, SUNRISE BAKERY LLC	LUNCH FOR CITY MANAGER MEETING	99.19
CITY MANAGER	999998	USPS PO 5440320336	OVERNIGHT LETTER DELIVERY FOR CITY MANAGER CONTRACT	30.45
CITY MANAGER	172	THE TRI-CITY HERALD	TRI-CITY HERALD SUBSCRIPTION FOR DDOLLARHYDE	23.99
CITY MANAGER	10158	PROCARD, CANVA	CANVA SUBSCRIPTION FOR DDOLLARHYDE	41.99
CITY MANAGER	999998	WA FOOD WORKER CARD	FOOD HANDLERS CARD FOR CITY MANAGER'S OFFICE (DDOLLARHYDE)	10.00
CITY MANAGER	999998	OPENAI *CHATGPT SUBSCR	CHAT GPT SUBSCRIPTION FOR CITY MANAGER'S OFFICE	21.74
CITY MANAGER	3325	YOKE'S FRESH MARKET	SUPPLIES FOR 2025 EXECUTIVE TEAM PANCAKE BREAKFAST	150.57
CITY MANAGER	3647	DOLLARTREE	SUPPLIES FOR 2025 EXECUTIVE TEAM PANCAKE BREAKFAST	32.69
CITY MANAGER	999998	CHEFSTORE 7575	SUPPLIES FOR 2025 EXECUTIVE TEAM PANCAKE BREAKFAST	424.35
CITY MANAGER	6006	ADOBE SYSTEMS, INC	ADOBE SUBSCRIPTION FOR DDOLLARHYDE	32.60
CITY MANAGER	3717	AMAZON.COM	TICKETS FOR CITY MANAGER'S OFFICE EVENTS	23.89
CITY MANAGER	2861	TROPHY SHOPPE, THE, JEFFREY BRITTON	TROPHIES FROM CITY MANAGER'S OFFICE	16.77

City of Kennewick
PCard Roster by Fund
10/1/2024 to 10/31/2024



FUND/DIVISION	VENDOR #	VENDOR NAME	DESCRIPTION	AMOUNT
City Manager Subtotal:				\$945.33
RECREATION SERVICES	999998	SQ *HOT MESS CULINARY CRE	BINGO PRIZE	195.00
RECREATION SERVICES	7145	UNITED VOLLEYBALL SUPPLY LLC	VOLLEY BALL NET REPAIR SUPPLIES	113.14
RECREATION SERVICES	8066	FOODIES BRICK AND MORTAR, RBIZ, LLC	BINGO PRIZE	50.00
RECREATION SERVICES	999998	SQ *TH GROUP LLC, DBA ACT	SENIOR PICNIC SALES	365.00
RECREATION SERVICES	999998	WESTIN PCH TREE FD	HOTEL NO SHOW CHARGE (INCORRECT) DISPUTE FILED 11/6/24 #56433387 SHOULD SEE CREDIT IN 5-7 DAYS	148.04
RECREATION SERVICES	11078	PROCARD, ZIPS BY CABLE BRIDGE	BINGO PRIZE	25.00
RECREATION SERVICES	4544	SPARE TIME LANES	BINGO PRIZE	25.00
RECREATION SERVICES	6701	RED APPLE MARKET	WATER FOR LIFEGUARDS	5.00
RECREATION SERVICES	3717	AMAZON.COM	KCC SUPPLIES	87.08
RECREATION SERVICES	10280	PROCARD, GROCERY OUTLET KENN	BINGO PRIZES / SUPPLIES	64.25
RECREATION SERVICES	3717	AMAZON.COM	POPCORN SUPPLIES KCC	198.17
RECREATION SERVICES	3717	AMAZON.COM	CLEANING SUPPLIES KCC	13.01
RECREATION SERVICES	3883	U R M CASH & CARRY	NAPKINS KCC	33.72
RECREATION SERVICES	7217	FACEBOOK	FACEBOOK ADVERTISING.	109.59
RECREATION SERVICES	6666	WYNDHAM	FRENCHIE IFEA HOTEL	680.58
RECREATION SERVICES	3717	AMAZON.COM	CHASE WHARTON'S CHAIR	228.26
RECREATION SERVICES	7680	PANDORA*INTERNET RADIO	PANDORA FOR THE PAVILION.	32.56
RECREATION SERVICES	3717	AMAZON.COM	CLEANING SUPPLIES	46.13
RECREATION SERVICES	3554	DELTA AIRLINES	BRANDON NRPA BAG FEE	35.00
RECREATION SERVICES	3717	AMAZON.COM	LIFEGUARD SWIM WHISTLES.	15.62
RECREATION SERVICES	3717	AMAZON.COM	POOL WHISTLES.PARK AND REC - SWIM.	9.77
RECREATION SERVICES	999998	PRISMM.COM	RECEIPT FOR SUBSCRIPTION TO PRISMM.	522.00
RECREATION SERVICES	3554	DELTA AIRLINES	BRANDON NRPA BAG FEE.	35.00
RECREATION SERVICES	999998	WESTIN PCH TREE FD	BRANDON NRPA HOTEL	1,184.32
RECREATION SERVICES	999998	WESTIN PCH TREE FD	HALEY NRPA HOTEL	1,184.32
RECREATION SERVICES	999998	PCI L805 PASCO TRI CITIES	BRANDON PARKING AIRPORT.	60.00
RECREATION SERVICES	8367	GREEN CLEANERS	TABLECLOTH CLEANING.	38.05
RECREATION SERVICES	4564	GOOGLE	YOUTUBE TV FOR THE PAVILION.	79.34
RECREATION SERVICES	3554	DELTA AIRLINES	CHASE NRPA FLIGHT REFUND.	(263.00)
RECREATION SERVICES	999998	JIMMY JOHNS - 1701 - E	WRPA COMMITTEE MEETING.	77.95
RECREATION SERVICES	999998	UPSIDE DOWN EVENT TENT	TABLECLOTH AND POPUP TENT.	1,154.00
RECREATION SERVICES	7237	GOTPRINT.COM	PICKLEBALL PACK CARTS	52.93
RECREATION SERVICES	3223	WALMART SUPERCENTER	STAFF HALLOWEEN APPRECIATION.	15.77
RECREATION SERVICES	999998	SNAP LOCK	FLOOR CLEANER FOR BASKETBALL COURTS.	675.52
RECREATION SERVICES	172	THE TRI-CITY HERALD	SUBSCRIPTION	33.99

City of Kennewick
PCard Roster by Fund
10/1/2024 to 10/31/2024



FUND/DIVISION	VENDOR #	VENDOR NAME	DESCRIPTION	AMOUNT
RECREATION SERVICES	3883	U R M CASH & CARRY	SUPPLIES FOR CC	22.69
RECREATION SERVICES	3717	AMAZON.COM	KCC SUPPLIES / OFFICE SUPPLIES	14.07
RECREATION SERVICES	999998	WESTIN PCH TREE FD	NRPA HOTEL	592.16
RECREATION SERVICES	3242	ALASKA AIRLINES	TRAVEL FOR WRPA	79.05
RECREATION SERVICES	3554	DELTA AIRLINES	TRAVEL FOR WRPA	84.24
Recreation Services Subtotal:				\$8,122.32
FACILITIES MAINTENANCE	999998	CBR*KIOWARE	KIOSK LICENSE - PARKS TIMECARD COMPUTER	59.79
FACILITIES MAINTENANCE	3717	AMAZON.COM	KCC SUPPLIES / OFFICE SUPPLIES	26.08
FACILITIES MAINTENANCE	999998	WESTIN PCH TREE FD	NRPA HOTEL	592.16
FACILITIES MAINTENANCE	999998	WESTIN PCH TREE FD	NRPA TRAVEL TO BE REFUNDED	94.01
FACILITIES MAINTENANCE	3554	DELTA AIRLINES	TRAVEL FOR WRPA	84.24
FACILITIES MAINTENANCE	3242	ALASKA AIRLINES	TRAVEL FOR WRPA	79.05
FACILITIES MAINTENANCE	999998	HOTELBOOKING	WRPA HOTEL SERVICE FEE	17.99
FACILITIES MAINTENANCE	999998	HOTEL RES-ELEMENT SEAT	WRPA HOTEL	235.12
FACILITIES MAINTENANCE	3546	WRPA	WRPA REGISTRATION	249.00
FACILITIES MAINTENANCE	104	WA STATE LABOR & INDUSTRIES	KPD ANNUAL OPERATING PERMIT	159.00
FACILITIES MAINTENANCE	104	WA STATE LABOR & INDUSTRIES	KPD CERT FEE	3.98
FACILITIES MAINTENANCE	3223	WALMART SUPERCENTER	WATER	5.83
FACILITIES MAINTENANCE	6142	PAPA JOHN'S	STAFF MEETING SUPPLIES	246.80
FACILITIES MAINTENANCE	999998	WESTIN PCH TREE FD	HOTEL NO SHOW CHARGE (INCORRECT) DISPUTE FILED 11/6/24 #56433387 SHOULD SEE CREDIT IN 5-7 DAYS	148.04
Facilities Maintenance Subtotal:				\$2,001.09
ECONOMIC DEVELOPMENT	6620	STK*SHUTTERSTOCK.COM	PHOTOS SUBSCRIPTION FOR MARKETING	31.53
ECONOMIC DEVELOPMENT	999998	IMPRINT.COM	TRADESHOW AND EVENTS TENT FOR MARKETING	886.25
ECONOMIC DEVELOPMENT	10280	PROCARD, GROCERY OUTLET KENN	PROMOTIONAL CANDY FOR HDKP EVENT	147.66
ECONOMIC DEVELOPMENT	3883	U R M CASH & CARRY	CANDY FOR PROMOTING KENNEWICK AT BIG BROTHER JOE EVENT	180.00
ECONOMIC DEVELOPMENT	5727	COSTCO ANYWHERE CITI VISA	PROMOTIONAL CANDY FOR HDKP EVENT	229.90
ECONOMIC DEVELOPMENT	999998	IMPRINT.COM	SHIPPING FOR MARKETING EVENTS TENT	99.70
ECONOMIC DEVELOPMENT	9708	EIG	BUSINESS COMMUNICATION ADVERTISING	306.53
ECONOMIC DEVELOPMENT	999998	OTC BRANDS	PROMOTIONAL MATERIALS FOR HDKP	315.98
ECONOMIC DEVELOPMENT	3717	AMAZON.COM	OFFICE SUPPLIES	49.94
ECONOMIC DEVELOPMENT	3717	AMAZON.COM	GIFT CARD FOR 2023 PHOTO CONTEST - EXTRA WINNER	105.95
Economic Development Subtotal:				\$2,353.44
ACCOUNTING	999998	USPS PO 5440320336	POSTAGE	9.68
ACCOUNTING	3717	AMAZON.COM	OFFICE SUPPLIES	158.15
Accounting Subtotal:				\$167.83
HUMAN RESOURCES	7217	FACEBOOK	CALL FOR ARTISTS MARKETING	57.16

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FUND/DIVISION	VENDOR #	VENDOR NAME	DESCRIPTION	AMOUNT
HUMAN RESOURCES	999998	INTERNATIONAL TRANSACTION	INTERNATIONAL FEE FOR SUBSCRIPTION TO DOTSTORMING	0.08
HUMAN RESOURCES	999998	DOTSTORMING	SUBSCRIPTION FOR ART UTILITY BOX VOTING	5.00
HUMAN RESOURCES	4659	GOVERNMENT JOBS.COM INC	JOB BOOST FOR CONSTRUCTION SERVICES MANAGER	249.00
HUMAN RESOURCES	10158	PROCARD, CANVA	NAVIA AND BENEFIT FAIR RAFFLE CARDS	40.00
HUMAN RESOURCES	999998	LUCIDCHART.COM/CHARGE	ANNUAL MEMBERSHIP FEE	103.70
HUMAN RESOURCES	999998	PENS.COM	NEW HIRE SUPPLIES	489.93
HUMAN RESOURCES	4659	GOVERNMENT JOBS.COM INC	JOB BOOST FOR ASSISTANT CITY ATTORNEY	125.00
HUMAN RESOURCES	999998	12TWENTY	JOB POSTING FOR ASSISTANT CITY ATTORNEY	390.00
HUMAN RESOURCES	3870	WALGREEN	GIFT CARDS FOR BENEFIT FAIR RAFFLE	61.90
HUMAN RESOURCES	6701	RED APPLE MARKET	WELLNESS COMMITTEE SUPPLIES	121.69
HUMAN RESOURCES	5727	COSTCO ANYWHERE CITI VISA	WELLNESS COMMITTEE SUPPLIES	48.71
HUMAN RESOURCES	255	BIG 5 SPORTING GOODS	WELLNESS COMMITTEE SUPPLIES	27.16
Human Resources Subtotal:				\$1,719.33
CUSTOMER SERVICE	3717	AMAZON.COM	OFFICE SUPPLIES	134.76
CUSTOMER SERVICE	10782	MTS PARTNERS, INC., IPRINT TECHNOLOGIES	INK TONER CARTRIDGES	227.18
Customer Service Subtotal:				\$361.94
CODE ENFORCEMENT	3717	AMAZON.COM	CAMERA CASE	23.89
CODE ENFORCEMENT	3717	AMAZON.COM	OFFICE SUPPLIES	32.36
CODE ENFORCEMENT	10782	MTS PARTNERS, INC., IPRINT TECHNOLOGIES	INK TONER CARTRIDGES	529.42
Code Enforcement Subtotal:				\$585.67
CITY ATTORNEY	7237	GOTPRINT.COM	BUSINESS CARDS FOR LAURENCIO SANGUINO	37.10
CITY ATTORNEY	999998	STRAFFORD PUBLICATIONS	CLE ON DEMAND VIDEO - DEVELOPMENT AGREEMENTS BETWEEN MUNICIPALITIES AND PRIVATE PARTIES - L SANGUINO	297.00
CITY ATTORNEY	4600	WSAMA	WSAMA MEMBERSHIP 2024 - GRACE KORTHUIS	31.20
CITY ATTORNEY	7458	PROCARD, WASHINGTON	CIVIL LAWSUIT FILING FEE - COK V. MCGRATH, BENJAMIN (CITY PROPERTY DAMAGE CLAIM)	87.15
CITY ATTORNEY	999998	DOL - PROFESSIONAL LICEN	DOL NOTARY LICENSING FEE - CHRISTINA HUMANN	42.75
City Attorney Subtotal:				\$495.20
CITY CLERK	14	BENTON COUNTY	RECORDING FEES BENTON COUNTY	630.38
CITY CLERK	999998	COURTYARD BY MARRIOTT	WAPRO FALL CONFERENCE K TOWNSEND HOTEL	156.00
CITY CLERK	999998	COURTYARD BY MARRIOTT	WAPRO FALL CONFERENCE B RALSTON HOTEL & PARKING	176.96
City Clerk Subtotal:				\$963.34
PURCHASING	7237	GOTPRINT.COM	BUSINESS CARDS FOR TOM MCCORMICK	37.10
Purchasing Subtotal:				\$37.10
INFORMATION TECHNOLOGY	10646	NEXVORTEX	MONTHLY PHONE LINE CHARGES	403.57
INFORMATION TECHNOLOGY	7866	HYLAND SOFTWARE INC	HYLAND TECHQUEST TRAINING - KRIS CONRAD	3,300.00

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FUND/DIVISION	VENDOR #	VENDOR NAME	DESCRIPTION	AMOUNT
INFORMATION TECHNOLOGY	10459	PROCARD, PAYFLOW/PAYPAL	MONTHLY CREDIT CARD PROCESSING FEES	642.15
INFORMATION TECHNOLOGY	4169	INTEGO	SNAGIT RENEWAL	12.91
INFORMATION TECHNOLOGY	999998	CBR*KIOWARE	CITY HALL LOBBY KIOSK COMPUTER - MAINTENANCE RENEWAL	47.83
INFORMATION TECHNOLOGY	3292	BEST BUY	IPAD - IT	217.39
INFORMATION TECHNOLOGY	39	BRIDGEPAY NETWORK SOLUTIONS	MONTHLY CREDIT CARD PROCESSING FEES	84.30
INFORMATION TECHNOLOGY	3700	OFFICE DEPOT INC	CHAIR - IT - JONATHAN DICKEY	326.09
INFORMATION TECHNOLOGY	3292	BEST BUY	IPAD - IT - ORDER CANCELLED	(217.39)
INFORMATION TECHNOLOGY	3717	AMAZON.COM	BARCODE SCANNER - IT	42.07
INFORMATION TECHNOLOGY	3292	BEST BUY	TV MOUNT - IT - RETURNED	(43.47)
INFORMATION TECHNOLOGY	3292	BEST BUY	REPLACEMENT MONITOR AND TV WALL MOUNT - IT	217.38
INFORMATION TECHNOLOGY	999998	PROJECT MANAGEMENT INSTIT	PMI CERTIFICATION RENEWAL - CODY LEWIS	60.00
INFORMATION TECHNOLOGY	7621	ENVIRONMENTAL SYSTEMS, RESEARCH INSTITUTE INC.	ESRI DEVELOPERS CONFERENCE - AARON LOWE	1,450.00
INFORMATION TECHNOLOGY	999998	FAIRFIELD INN & STES B	CJIS CONFERENCE - HOTEL - CODY LEWIS	366.96
INFORMATION TECHNOLOGY	6666	WYNDHAM	ACCIS CONFERENCE - HOTEL - CODY LEWIS	883.56
INFORMATION TECHNOLOGY	612	RENEE CHRISTEN LA PLANTE	IT SHIRT - CHANCE FRICK	42.39
INFORMATION TECHNOLOGY	3223	WALMART SUPERCENTER	(2) CELL PHONE CASES - IT/KHATHAWAY	5.30
Information Technology Subtotal:				\$7,841.04
PLANNING	999998	PLACES 2024	M. HALITSKY: PLACES 2024 CONFERENCE REGISTRATION FEES	314.63
PLANNING	5257	WAPRO	M. DIDIER: WAPRO 2024 FALL CONFERENCE REG. REFUND	(190.00)
PLANNING	999998	MRSC.ORG	M. HALITSKY: GMA HOUSING WEBINAR FEE	40.00
PLANNING	999998	SEATTLE MARRIOTT BELLE	J. LARIS: 2024 APA CONFERENCE LODGING BELLEVUE	1,114.65
PLANNING	3700	OFFICE DEPOT INC	M. DIDIER: 2025 CALENDARS ORDER - PLANNING/BLDG/CODE ENFORCEMENT	191.46
Planning Subtotal:				\$1,470.74
KPD-ADMINISTRATION	999998	UBER *TRIP	TRANSPORTATION FOR HIDTA EXECUTIVE MEETING - C GUERRERO	76.93
KPD-ADMINISTRATION	999998	UBER *TRIP	TRANSPORTATION FOR HIDTA EXECUTIVE MEETING - C GUERRERO	73.14
KPD-ADMINISTRATION	473	MICROSOFT CORPORATION	MONTHLY MEMBERSHIP	5.44
KPD-ADMINISTRATION	999998	RED ROCK HOTEL FD	LODGING FOR ADMINISTRATIVE ASSISTANT CONFERENCE	619.24
KPD-ADMINISTRATION	999998	UBER *TRIP	TRANSPORTATION (CHARGED TO THE WRONG CARD)	32.44
KPD-ADMINISTRATION	172	THE TRI-CITY HERALD	ANNUAL SUBSCRIPTION	239.99
KPD-ADMINISTRATION	2432	CHARTER COMMUNICATIONS	BASIC CABLE SERVICES	563.02
KPD-Administration Subtotal:				\$1,610.20
KPD-CRIMINAL INVESTIGATION	6844	MINITORPROGRAMMING.COM	NORCAN CONFERENCE - HATHAWAY	300.00
KPD-CRIMINAL INVESTIGATION	999998	NBS-FVT*NBS-FVT SERVICE F	SERVICE FEE FOX VALLEY COLLEGE TRAINING - DORAME	12.11
KPD-CRIMINAL INVESTIGATION	999998	FOX VALLEY TECHNICAL COLL	CID TRAINING - DORAME	425.00
KPD-CRIMINAL INVESTIGATION	3717	AMAZON.COM	ETHERNET CABLES FOR CID & CANOPIES FOR CID EQUIPMENT VAN	560.54

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KPD-CRIMINAL INVESTIGATION	3554	DELTA AIRLINES	DELTA FLIGHT FOR RYAN KELLY FOR CID INVESTIGATION	877.96
KPD-CRIMINAL INVESTIGATION	3554	DELTA AIRLINES	DELTA FLIGHT FOR LIZ GRANT FOR CID INVESTIGATION	877.96
KPD-CRIMINAL INVESTIGATION	3717	AMAZON.COM	JETPACK HOLDERS FOR CID LAPTOPS	130.38
KPD-CRIMINAL INVESTIGATION	3554	DELTA AIRLINES	DELTA FLIGHT FOR JUAN DORAME FOR CID INVESTIGATION	1,027.96
KPD-CRIMINAL INVESTIGATION	4955	ULINE	CRATE FOR EVIDENCE TO SHIP FIREARMS	1,137.50
KPD-CRIMINAL INVESTIGATION	7458	PROCARD, WASHINGTON	WEAPONS FORFEITURE FILING FEE~ CASE #24-16710	87.15
KPD-CRIMINAL INVESTIGATION	7458	PROCARD, WASHINGTON	WEAPONS FORFEITURE FILING FEE~ CASE #24-60608	87.15
KPD-CRIMINAL INVESTIGATION	7458	PROCARD, WASHINGTON	WEAPONS FORFEITURE FILING FEE~ CASE #24-68304	87.15
KPD-CRIMINAL INVESTIGATION	2432	CHARTER COMMUNICATIONS	ICAC LAB INTERNET SERVICES	259.98
KPD-Criminal Investigation Subtotal:				\$5,870.84
KPD-PATROL	3223	WALMART SUPERCENTER	(2) CELL PHONE CASES - IT/KHATHAWAY	27.11
KPD-PATROL	999998	SQ *836 TECHNOLOGIES CORP	SWAT TRAINING - ARMITAGE	85.00
KPD-PATROL	1775	GRAINGER	EQUIPMENT FOR NEW PATROL VEHICLES	544.35
KPD-PATROL	2672	NORTH AMERICAN RESCUE PRODUCTS	FIRST AID KITS NEW PATROL VEHICLES	618.92
KPD-PATROL	999998	SQ *NATIONAL TACTICAL OFF	SUPERVISING CRITICAL INCIDENT TRAINING - PERKINS	311.00
KPD-PATROL	8386	PERF PUBLICATIONS	SMIP TRAINING	550.00
KPD-PATROL	999998	SP N-EAR	RADIO EAR PIECE	148.99
KPD-PATROL	3717	AMAZON.COM	USB C DRONE DRIVES	43.20
KPD-PATROL	3292	BEST BUY	TV, BRACKET	173.90
KPD-PATROL	999998	PCI L805 PASCO TRI CITIES	PARKING FOR HIDTA EXECUTIVE MEETING - C GUERRERO	16.00
KPD-PATROL	3554	DELTA AIRLINES	AIRLINE TICKET FOR SMIP TRAINING - J KIEL	907.95
KPD-Patrol Subtotal:				\$3,426.42
KPD-STAFF SERVICES	5727	COSTCO ANYWHERE CITI VISA	SNACKS FOR CITIZENS ACADEMY	85.94
KPD-STAFF SERVICES	999998	AVCO KEY RINGS	KEY RINGS FOR FLEET KEYS	43.87
KPD-STAFF SERVICES	999998	SQ *SIGNZDIRECT	NEW TABLE CLOTH FOR KPD EVENTS AND RECRUITING	174.29
KPD-STAFF SERVICES	3717	AMAZON.COM	REPLACEMENT WIRELESS KEYBOARD/MOUSE - KPD RECORDS - IRIS	42.88
KPD-STAFF SERVICES	1748	FBI-LEEDA	LEEDA TRAINING - WILLIAMS	795.00
KPD-STAFF SERVICES	999998	RMI #1607	FUEL FOR TRAVEL, PURSLEY AND POWELL- WAPRO CONFERENCE	47.12
KPD-STAFF SERVICES	999998	COURTYARD BY MARRIOTT	LODGING FOR CINDY POWELL- WAPRO CONFERENCE	176.96
KPD-STAFF SERVICES	999998	COURTYARD BY MARRIOTT	LODGING FOR AMBER PURSLEY- WAPRO CONFERENCE	156.00
KPD-STAFF SERVICES	5746	4IMPRINT	SUPPLIES FOR COMMUNITY EVENTS	2,985.88
KPD-STAFF SERVICES	5727	COSTCO ANYWHERE CITI VISA	CITIZENS ACADEMY SUPPLIES	276.64
KPD-STAFF SERVICES	999998	STICKER MULE	BADGE STICKERS	1,089.17
KPD-Staff Services Subtotal:				\$5,873.75
KPD-SPECIAL SERVICES	999998	CENTURION PROMOTIONAL	NEW PATCHES FOR CHIPS VOLUNTEERS	448.00
KPD-SPECIAL SERVICES	999998	CENTURION PROMOTIONAL	THE REST OF THE CHIPS PATCHES CHARGE	148.00
KPD-SPECIAL SERVICES	3717	AMAZON.COM	NEW HIRE LEATHER BELTS	60.86

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FUND/DIVISION	VENDOR #	VENDOR NAME	DESCRIPTION	AMOUNT
KPD-SPECIAL SERVICES	3717	AMAZON.COM	NEW HIRE BELTS/ ONLY ONE SHIPPED	36.83
KPD-SPECIAL SERVICES	945	TRI CITY CLEANERS	CLASS A UNIFORMS - ROSE AND DEBOWES	58.16
KPD-SPECIAL SERVICES	5727	COSTCO ANYWHERE CITI VISA	BATTERIES FOR RIFLE OPTICS	14.12
KPD-SPECIAL SERVICES	7073	PROCARD, SPORTSMANS WAREHOUSE 207	AMMO FOR NIBIN	31.51
KPD-SPECIAL SERVICES	3717	AMAZON.COM	NEW HIRE BELT - 2ND SHIPMENT	36.83
KPD-SPECIAL SERVICES	999998	GALLS	NEW HIRE DUTY GEAR PARTIAL SHIPMENT	1,675.59
KPD-SPECIAL SERVICES	945	TRI CITY CLEANERS	NEW HIRE CLASS A - BANDA	34.51
KPD-SPECIAL SERVICES	945	TRI CITY CLEANERS	BIOHAZARD CLEAN - RODRIGUEZ	13.59
KPD-SPECIAL SERVICES	999998	CDA, ID	1ST RESPONDER MENTAL HEALTH SEMINAR - MELONE	369.16
KPD-SPECIAL SERVICES	999998	CDA, ID	1ST RESPONDER MENTAL HEALTH SEMINAR - BRAKEBILL	369.16
KPD-SPECIAL SERVICES	999998	THE COEUR DALENE	1ST RESPONDER TRAINING - 1ST NIGHT OF HOTEL PREPAY - MELONE	132.80
KPD-SPECIAL SERVICES	999998	THE COEUR DALENE	1ST RESPONDER TRAINING - 1ST NIGHT OF HOTEL PREPAY - BRAKEBILL	132.80
KPD-SPECIAL SERVICES	999998	SP HALFDAY TRAVEL	GARMENT TRAVEL BAGS	376.10
KPD-SPECIAL SERVICES	3717	AMAZON.COM	ID BELT CLIP	14.64
KPD-SPECIAL SERVICES	3554	DELTA AIRLINES	DELTA AIRLINES BAGGAGE FEES	80.00
KPD-SPECIAL SERVICES	9318	PROCARD, LYFT *RIDE TUE 11AM	LYFT RIDE IN BOSTON	245.63
KPD-SPECIAL SERVICES	3554	DELTA AIRLINES	DELTA BAGGAGE FEES	80.00
KPD-SPECIAL SERVICES	999998	RAFFLES BOSTON	HOTEL STAY IN BOSTON FOR IACP CONFERENCE	3,202.40
KPD-SPECIAL SERVICES	999998	RAD CAB LLC	CAB RIDE FROM AIRPORT TO HOME	23.61
KPD-SPECIAL SERVICES	3717	AMAZON.COM	SHOES, PROX CARD SUPPLIES	213.84
KPD-SPECIAL SERVICES	11079	PROCARD, OUR COOKIE HOUSE	RETIREMENT COOKIES	163.04
KPD-SPECIAL SERVICES	3883	U R M CASH & CARRY	OPERATING TRAINING SUPPLIES	17.07
KPD-SPECIAL SERVICES	5782	HOBBY-LOBBY #457	VOLUNTEER (CHIPS) SUPPLIES	13.03
KPD-SPECIAL SERVICES	3717	AMAZON.COM	VOLUNTEER (CHIPS) SUPPLIES	73.88
KPD-SPECIAL SERVICES	999998	INSTANTCAR* ID CARDS I	DEPARTMENT ID CARDS	100.00
KPD-Special Services Subtotal:				\$8,165.16
FIRE ADMINISTRATION	221	DISCOUNT VAC AND SEW	REPAIR STATION 2 VACUUM	67.37
FIRE ADMINISTRATION	3426	THE HOME DEPOT PRO, DBA SUPPLY WORKS	REPAIR NEW STATION 1 - BROKE WALL	18.44
FIRE ADMINISTRATION	5727	COSTCO ANYWHERE CITI VISA	MICROWAVES FOR STATION 2	173.91
FIRE ADMINISTRATION	7070	PROCARD, SQUARE INC	DAILY DISPATCH PARAMEDIC RECRUITMENT AD	287.50
FIRE ADMINISTRATION	3700	OFFICE DEPOT INC	AWARD SEALS	16.82
FIRE ADMINISTRATION	2817	THREE RIVERS CONVENTION CTR	ROOM & SUPPLIES FOR FACILITATED DISCUSSION	411.30
FIRE ADMINISTRATION	999998	BADGEANDWALLET.COM	2024 AWARDS	641.50
FIRE ADMINISTRATION	999998	BADGEANDWALLET.COM	REFUND - REVISED AWARD ORDER	(95.50)
Fire Administration Subtotal:				\$1,521.34

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FUND/DIVISION	VENDOR #	VENDOR NAME	DESCRIPTION	AMOUNT
FIRE SUPPRESSION	3717	AMAZON.COM	PARTS FOR NEW HOSE ROLLERS	125.78
FIRE SUPPRESSION	999998	CURTIS WEB	BOOKS FOR PROFESSIONAL DEVELOPMENT	2,460.10
FIRE SUPPRESSION	999998	RIGGING LAB & RRG	TRT EQUIPMENT	1,106.00
FIRE SUPPRESSION	3426	THE HOME DEPOT PRO, DBA SUPPLY WORKS	TRT EQUIPMENT (MISC)	709.72
Fire Suppression Subtotal:				\$4,401.60
FIRE PREVENTION/INVESTIGATION	3717	AMAZON.COM	BALLOONS FOR FS1 OPEN HOUSE	21.69
FIRE PREVENTION/INVESTIGATION	5727	COSTCO ANYWHERE CITI VISA	OPEN HOUSE SUPPLIES	252.43
FIRE PREVENTION/INVESTIGATION	7421	PROCARD, KENNEWICK FLOWER SHOP INC	BALLOONS & HELIUM FOR OPEN HOUSE	54.35
FIRE PREVENTION/INVESTIGATION	581	CONSTRUCTION EXAM CENTER		1,050.00
FIRE PREVENTION/INVESTIGATION	999998	FP HOTEL PARTNERS LLC	HOTEL STAY FOR TRAINING	900.03
FIRE PREVENTION/INVESTIGATION	2591	ICC - INTERNATIONAL CODE, COUNCIL. INC.	ICC PLANS EXAMINER TEST FEE	305.00
Fire Prevention/Investigation Subtotal:				\$2,583.50
ENGINEERING	3717	AMAZON.COM	AMAZON - \$190.28 PLOTTER INK	190.28
ENGINEERING	3717	AMAZON.COM	AMAZON - \$28.03 OFFICE SUPPLIES	28.03
ENGINEERING	488	APWA	APWA FALL CONFERENCE REGISTRATION - O. CANCINO	425.00
ENGINEERING	3717	AMAZON.COM	AMAZON \$ 48.90 OFFICE SUPPLIES	52.47
ENGINEERING	3717	AMAZON.COM	AMAZON \$48.90 OFFICE SUPPLIES	48.90
ENGINEERING	3717	AMAZON.COM	AMAZON \$49.11 OFFICE SUPPLIES	49.11
ENGINEERING	999998	DOL - PROFESSIONAL LICEN	WSDOL PROFESSIONAL LICENSE RENEWAL - M JALALYER	116.00
ENGINEERING	3292	BEST BUY	43" MONITOR - MATT GARRITY	465.23
ENGINEERING	5491	LINKEDIN CORPORATION	LINKEDIN SUBSCRIPTION RENEWAL FEE - RYAN DURHAM	352.06
ENGINEERING	999998	NCEES.ORG	SURVEYING TRAINING MATERIAL FOR BRIDGER OWEN - ENGINEERING	58.59
ENGINEERING	488	APWA	APWA ANNUAL MEMBERSHIP RENEWAL FEES \$2460.00	1,192.00
Engineering Subtotal:				\$2,977.67
GF-NONDEPARTMENTAL	999998	TRI-CITY REGIONAL CHAMBER	REGIONAL CHAMBER LUNCHEON REGISTRATION	268.00
GF-NONDEPARTMENTAL	999998	TRI-CITY REGIONAL CHAMBER	REGIONAL CHAMBER LUNCHEON REGISTRATIONS	204.00
GF-Nondepartmental Subtotal:				\$472.00
001 - GENERAL FUND Total:				\$66,266.96
102 - STREET FUND				
TRAFFIC	997	ARIAT INTERNATIONAL, INC.	ARIAT INTERNATIONAL - \$434.69 UTILITY CLOTHING -J. WILSON	434.69
TRAFFIC	488	APWA	APWA ANNUAL MEMBERSHIP RENEWAL FEES \$2460.00	397.20
Traffic Subtotal:				\$831.89
102 - STREET FUND Total:				\$831.89

117 - CRIMINAL JUSTICE SALES TAX FND

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FUND/DIVISION	VENDOR #	VENDOR NAME	DESCRIPTION	AMOUNT
CITY ATTORNEY	999998	DOL - PROFESSIONAL LICEN	DOL NOTARY LICENSING FEE - CHRISTINA HUMANN	14.25
			City Attorney Subtotal:	\$14.25
KPD-PATROL	2432	CHARTER COMMUNICATIONS	REDUNDANT INTERNET CONNECTION	580.00
			KPD-Patrol Subtotal:	\$580.00
			117 - CRIMINAL JUSTICE SALES TAX FND Total:	\$594.25
300 - CAPITAL IMPROVEMENTS FUND				
CAPITAL PURCHASES	3717	AMAZON.COM	CAR CHARGER - BILL HANSFORD NEW LAPTOP	52.17
CAPITAL PURCHASES	3717	AMAZON.COM	CAT 6 NETWORK CABLES - NETWORK SWITCH REPLACEMENT PROJECT	304.28
CAPITAL PURCHASES	3717	AMAZON.COM	CAR CHARGER - JGREENOUGH NEW LAPTOP	49.12
			Capital Purchases Subtotal:	\$405.57
			300 - CAPITAL IMPROVEMENTS FUND Total:	\$405.57
371 - GO BOND 2022 FUND				
FUND ACTIVITY	3717	AMAZON.COM	FS1 - NAME PLACARDS CHIEF PHOTOS	23.66
FUND ACTIVITY	3426	THE HOME DEPOT PRO, DBA SUPPLY WORKS	FS1 WALL REPAIR SUPPLIES	15.21
FUND ACTIVITY	3870	WALGREEN	FS1 PRINTS & FRAMES	50.37
FUND ACTIVITY	3426	THE HOME DEPOT PRO, DBA SUPPLY WORKS	FS1 WALL HANGING SUPPLIES	16.72
			Fund Activity Subtotal:	\$105.96
			371 - GO BOND 2022 FUND Total:	\$105.96
402 - MEDICAL SERVICES FUND				
FUND ACTIVITY	3717	AMAZON.COM	MEDICATION PACKAGING AND NOTEBOOK	51.85
FUND ACTIVITY	7070	PROCARD, SQUARE INC	DAILY DISPATCH PARAMEDIC RECRUITMENT AD	287.50
FUND ACTIVITY	2817	THREE RIVERS CONVENTION CTR	ROOM & SUPPLIES FOR FACILITATED DISCUSSION	411.30
FUND ACTIVITY	221	DISCOUNT VAC AND SEW	REPAIR STATION 2 VACUUM	67.36
FUND ACTIVITY	3426	THE HOME DEPOT PRO, DBA SUPPLY WORKS	REPAIR NEW STATION 1 - BROKE WALL	18.43
FUND ACTIVITY	5727	COSTCO ANYWHERE CITI VISA	MICROWAVES FOR STATION 2	173.91
			Fund Activity Subtotal:	\$1,010.35
			402 - MEDICAL SERVICES FUND Total:	\$1,010.35
403 - BUILDING SAFETY FUND				
FUND ACTIVITY	2591	ICC - INTERNATIONAL CODE, COUNCIL. INC.	TRAINING MATERIAL	94.24
FUND ACTIVITY	2591	ICC - INTERNATIONAL CODE, COUNCIL. INC.	TRAINING CLASS	138.00
FUND ACTIVITY	3700	OFFICE DEPOT INC	M. DIDIER: 2025 CALENDARS ORDER - PLANNING/BLDG/CODE ENFORCEMENT	191.45
			Fund Activity Subtotal:	\$423.69

City of Kennewick
PCard Roster by Fund
10/1/2024 to 10/31/2024



FUND/DIVISION	VENDOR #	VENDOR NAME	DESCRIPTION	AMOUNT
403 - BUILDING SAFETY FUND Total:				\$423.69
405 - STORMWATER UTILITY FUND				
FUND ACTIVITY	488	APWA	APWA ANNUAL MEMBERSHIP RENEWAL FEES \$2460.00	198.60
Fund Activity Subtotal:				\$198.60
405 - STORMWATER UTILITY FUND Total:				\$198.60
410 - WATER AND SEWER FUND				
FUND ACTIVITY	3717	AMAZON.COM	AMAZON - OFFICE SUPPLIES A. BOLT	107.23
FUND ACTIVITY	3717	AMAZON.COM	AMAZON - \$32.48 OFFICE SUPPLIES A. BOLT	32.48
FUND ACTIVITY	999998	FBN SO-1169488	FBN DIRECT - \$350.62 WEED MATERIALS WWTP	350.62
FUND ACTIVITY	999998	CARHARTT COMPANY GEAR	OE CLOTHING CARHARTT JOE WENZEL	146.71
FUND ACTIVITY	999998	CARHARTT COMPANY GEAR	OE CLOTHING CARHARTT BRYAN BENTRUP	86.94
FUND ACTIVITY	488	APWA	APWA-WA FALL CONFERENCE REGISTRATION FOR CAMERON MAGELSEN	425.00
FUND ACTIVITY	4955	ULINE	CORDED PUSH IN EAR PLUGS - WATER DISTRIBUTION	289.35
FUND ACTIVITY	7296	PROCARD, MAVERIK #448	PREMIUM FUEL FOR EQUIPMENT - WWTP	98.38
FUND ACTIVITY	999998	MIDLAND SCIENTIFIC, INC.	ENTRIS II ANAL. BALANCE SCALE - WWTP	2,338.10
FUND ACTIVITY	999998	NORTHWEST MARINE AND SP	REPAIR OF BOAT MOTOR - WWTP	660.46
FUND ACTIVITY	488	APWA	APWA ANNUAL MEMBERSHIP RENEWAL FEES \$2460.00	473.60
Fund Activity Subtotal:				\$5,008.87
410 - WATER AND SEWER FUND Total:				\$5,008.87
501 - EQUIPMENT RENTAL FUND				
FUND ACTIVITY	3717	AMAZON.COM	PETCOCK VEH W069 WO 14519	73.16
FUND ACTIVITY	999998	RACKEM	TRAILER LOAD ASSISTS VEHS 0466 14480 AND 3302 13685	464.85
FUND ACTIVITY	3717	AMAZON.COM	TIRES VEH 3303 WO 15805	282.60
FUND ACTIVITY	3717	AMAZON.COM	ROLLER EXTENSION VEH 3302 13685	30.97
FUND ACTIVITY	999998	COMPRESSOR NOW	COMPRESSOR PARTS FOR FLEET	228.86
FUND ACTIVITY	999998	ASSEMBLED PRODUCTS CORPOR	CABLE DOCK VEH 7350 WO 11621	139.94
FUND ACTIVITY	999998	IN *MEG-MO, INC.	BLADES FOR VEH 3817 WO 15285	375.00
FUND ACTIVITY	488	APWA	APWA ANNUAL MEMBERSHIP RENEWAL FEES \$2460.00	198.60
Fund Activity Subtotal:				\$1,793.98
501 - EQUIPMENT RENTAL FUND Total:				\$1,793.98
Grand Total:				\$76,640.12

City of Kennewick
PCard Roster by Fund
10/1/2024 to 10/31/2024



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

A handwritten signature in black ink that reads "Jessica Platt". The signature is written in a cursive style with a horizontal line extending from the end of the name.

Jessica Platt, Finance Director

Council Agenda Coversheet	Item Number: 4.d. Date: 12/17/2024 Item Type: General Business Item	Category: Consent Agenda
	Subject: Payroll Roster: For the Pay Period Ending 11/30/24 Department: Finance	
<u>Recommendation</u> Staff recommends that Council approve the Payroll Rosters as presented. <u>Motion for Consideration</u> Motion to approve the Payroll Roster for the pay period ending 11/30/2024. <u>Summary</u> 11/30/2024 Total: \$4,131,235.02 <u>Alternatives</u> <u>Fiscal Impact</u>		
Attachments: 1. Roster		

Payroll Roster for Pay Period Ending 11/30/2024

All Departments:

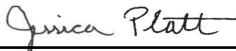
City Attorney	37,312.50
City Council	5,050.00
City Manager	13,201.84
Civil Service	5,339.25
Community Planning	26,264.59
Economic Development	7,370.50
Engineering	67,563.83
Finance	64,924.34
Fire	193,422.88
Human Resources	18,779.95
Management Services	108,506.08
Non-Departmental	3,229.14
Parks, Recreation & Facilities	122,468.28
Police	1,210,559.97
Subtotal - General Fund	1,883,993.15
BI-PIN	19,788.94
Building Safety	67,955.00
Community Development	3,424.50
Criminal Justice	179,818.96
Equipment Rental	14,221.35
Medical Services	848,473.26
Risk Management	5,973.96
Stormwater	26,263.65
Street	39,095.02
Water & Sewer	148,550.72
Subtotal - Other Funds	1,353,565.36
Total Salaries and Wages	3,237,558.51

Benefits

Dental Insurance	23,343.75
DRS Retirement	197,547.16
Employee Assistance Program	51.48
Medical Expense Reimbursement Plan	3,262.50
Medical Insurance	344,155.89
Medicare	46,200.52
MissionSquare Deferred Compensation	87,816.79
Social Security (OASDI)	125,015.92
Vision Insurance	3,536.92
WA Paid Family & Medical Leave	6,674.66
Worker's Compensation Insurance	56,070.92
Total Benefits	893,676.51
Grand Total	\$4,131,235.02

I, Jessica Platt, Finance Director, at the direction of the Council, do hereby certify that the Payroll hereinabove specified is approved for payment in the amount of \$4,131,235.02 comprised of check numbers 77578 through 77777 and direct deposit numbers 230171 through 230609.

Approved for payment:



 Jessica Platt, Finance Director

Council Agenda Coversheet	Item Number: 4.e. Date: 12/17/2024 Item Type: Contract/Agreement/Lease	Category: Consent Agenda
	Subject: ARPA Funded Park Improvement Contracts: Playgrounds at Lawrence Scott Park, Underwood Park, & Canyon Lakes Park and Civic Complex Restroom Replacement Department: Parks & Recreation	

Recommendation

Staff recommends approval of the contracts as described in the staff summary in order to fully leverage the available ARPA funding.

Motion for Consideration

Motion to approve the four APRA-funded contracts as proposed for enhancing the playgrounds at Underwood Park, Lawrence Scott Park, and Canyon Lakes Park, as well as for the restroom replacement at the civic complex.

Summary

The Civic Complex Restroom project replaces the undersized and aging restroom at the Civic softball and baseball complex behind old Fire Station 1 and the Kennewick Police Station. The new restroom will feature four unisex stalls, two of which will meet ADA standards and include baby changing stations. It will also update electrical and plumbing systems to ensure proper functionality. The new footprint will be 28'-08" by 13'-04" and be located where the existing restroom currently is.

The Lawrence Scott Playground project will involve replacing the existing playground, which has sustained damage through wear and tear, along with its surfacing, which both have reached the end of its manufacturing recommended lifespan. The new design will extend the footprint of the playground, transforming it into a destination playground with inclusive play options. Upgrades will include new playground equipment, playground grass surfaces, and safety foam, along with the critical addition of a perimeter fence.

A perimeter fence is recognized as a vital safety feature, especially for children on the autism spectrum, many of whom are prone to wandering. Research indicates that up to 80% of children with autism may engage in wandering behaviors, often as a response to sensory overload or heightened curiosity. A secure fence not only ensures safety by preventing access to nearby hazards like traffic but also provides parents and caregivers with peace of mind, allowing children to explore and play freely within a contained environment.

The Underwood Playground project includes replacing the existing dilapidated and worn swing sets and the surfacing. Work includes installing two new swing sets on the existing footprint and installing playground grass, and safety foam.

Finally, the Canyon Lakes Playground project includes replacing the heavily worn, damaged play set and playground surfacing which both have reached the end of their manufactured recommended lifespan. Work includes installation of a new play set on the existing footprint, installing playground grass, and installing safety foam.

Through the utilization of state contracts fulfilling City of Kennewick Public Purchasing Policy and ARPA requirements, state contracts are proposed as follows:

	Project	Contractor	Cost (100% ARPA Funded)	Project Code
1.	Civic Complex Restroom	ROMTEC	\$ 519,037.79	K3594760.563032
2.	Lawrence Scott Playground	Play Creation	\$716,083.92	K3594760.562044

3.	Underwood Playground	Play Creation	\$89,915.44	K3594760.562037
4.	Canyon Lakes Playground	Play Creation	\$118,598.19	K3594760.562037

Alternatives

No alternatives are recommended.

Fiscal Impact

These projects represent a total positive financial impact of \$1,443,635.34 as detailed in the summary.

Attachments:

1. Civic Complex Contract
2. Lawrence Scott Contract
3. Canyon Lakes Contract
4. Underwood Park Contract



Preliminary Scope of Supply and Services

Building Supply and Installation

Project: Civic Center Park
Location: Kennewick, WA
Date: 11/13/2024



OVERVIEW

The following is a detailed scope of products and services that will be included as part of the Romtec building package and installation services. Romtec's proposal includes the supply and installation of the specified building kits as defined herein (with exclusions noted below).

See Section 3 below for the scope of supply and services supplied by others that are not supplied by Romtec.

KEY ASSUMPTIONS

Romtec's Installation Quote is based on the following:

1. **Building Construction Timeline.** Romtec's estimated installation time is **1 - 1 1/2** months. Romtec's proposal is based on the requirement that the building site(s) be fully prepared and ready for Romtec to begin construction by **8/1/2025**. This proposal is also based on the following milestone dates:
 - a. Purchase Order executed no later than **12/30/2024**
 - b. Any relevant Romtec submittal document(s) approved no later than **1/27/2025**
 - c. Site preparation and relevant Permits completed and delivered to Romtec for review/approval no later than **7/25/2025**
 - d. Romtec site delivery/mobilization to begin no later than **8/1/2025**

Note: Any changes to this schedule caused by others or outside of Romtec's control will result in price changes.
2. **Installation assumes one mobilization.** If Romtec is required to demobilize and remobilize for any reason outside of Romtec's control, it will result in a change order and schedule adjustment.
3. Work Hours are Monday through Saturday 7:00am – 7:00pm.
4. The Romtec Proposal requires a walk through and sign off upon completion of the Installation of the Romtec Building Package. In other words, once Romtec has completed the installation work, the general contractor, owner, and/or their representatives must inspect and confirm the completed installation within a reasonable time.
5. The jobsite is semi-truck accessible.
 1. Freight quotes are valid for 30 days only, after which the price is subject to change without notice.
 2. Romtec bases its freight quote on the optimal minimum number of deliveries. If the customer elects to increase the number of deliveries, it may result in additional freight charges.
6. **Union workers NOT required for Romtec's Installation Scope.**
 1. Prevailing Wage required
 2. Compliance with Davis Bacon Act required

This scope letter will be superseded by the Romtec Scope of Supply, Design and Installation Submittal to be provided to the customer after receipt of contract.

1. Romtec Scope of Supply

1. Engineering Services

Romtec will provide engineering services per the following process outline. Romtec will provide the full Scope of Supply, Design, and Installation Submittal (SSDIS) after receipt of a signed purchase order.

1. Romtec provides the full Scope of Supply, Design, and Installation Submittal package (SSDIS)
 - a. Romtec provides the SSDIS in Romtec's standard electronic submittal format.
 - b. The SSDIS will include the building plan view and elevation drawings, product data sheets, and further details of the Romtec building. The SSDIS supersedes this preliminary scope letter.
2. Customer reviews and comments on the SSDIS
 - a. At this time, the SSDIS should also be provided for review and comment by any other relevant entities, such as an end owner, installer, electrician, utility company, etc.
 - b. The SSDIS typically does not contain final sealed plans and is NOT intended for review by the local building department (or other permitting authority) at this time.
 - c. Customer will have 45 days from purchase order date to approve the SSDIS.
3. Customer Approves the SSDIS and releases Romtec to begin production
 - a. The customer approves the SSDIS and releases Romtec to begin production by signing the Submittal Approval and Notice to Proceed on Production forms included in the SSDIS. Romtec cannot begin production without a signed NTP form.
 - b. The customer's approval of the SSDIS is approval of the general building layout and relevant products/ materials. Romtec will provide sealed plans only AFTER the SSDIS is approved.
 - c. Customer will have a maximum of ninety (90) days from the purchase order date to provide NTP. If the 90-day approval deadline is missed, Romtec reserves the right to update pricing at any time.
4. Romtec provides the Full Sealed Plan Set
 - a. After the customer has approved the SSDIS, Romtec will provide the customer with the Full Sealed Plan Set for review by the local building department (or relevant permitting authority).
 - b. The Full Sealed Plan Set will include all relevant calculations, and all architectural, mechanical, structural, electrical, and plumbing plan sheets stamped by an architect or engineer licensed in the state where the project is located.
 - c. Romtec's standard plan size is 11"x17".
5. The local building department reviews and comments on the Romtec plans
 - a. Romtec will revise and resubmit the Full Sealed Plan Set per comments from the local building department (or relevant permitting authority).
 - b. Romtec includes one revision of the Full Sealed Plan Set in response to building department comments. Any comments that result in revisions of the sealed plans may result in a price increase, especially if they affect items that are already in production.
6. The local building department approves the revised Romtec plans
 - a. Romtec will provide up to two (2) sets of the final, approved, for-construction plans.
 - b. Romtec will complete production/manufacturing of the building package per the final approved plans.
7. Romtec delivers the completed building package and mobilizes for installation
 - a. Romtec will package and palletize the completed building package, and then coordinate with the customer to deliver the package to the jobsite for construction by the Romtec installer.
 - b. Romtec Installer completes installation.
 - c. Romtec's warranty period begins.

2. Structure

The Romtec building package has been quoted with the specific product colors noted below. Changes to these color selections may result in a price increase. Customer to select colors from each manufacturer's specified color chart for block, roofing, steel finishes, etc.

The following items relative to the building structure will be supplied by Romtec.

1. Concrete Masonry Units - CMU
 - a. Exterior walls will be constructed of split-face, mortar joint, concrete masonry units (concrete blocks).
 - b. Block color will be **gray**.
2. Exterior wall finish shall be anti-graffiti coating.
3. Interior wall finish shall be latex epoxy paint in **SW6140 Moderate White with** anti-graffiti coating.
4. Interior floor finish will be sealed concrete.
5. Sanitary cove base on interior restroom walls in **White**.
6. Wire weave vents for natural ventilation.
 - a. Stainless steel frames to be powder coated black.
7. Doors, frames and hardware.
 - a. FRP doors and frames shall be primed and painted on site, color to be determined by **owner**.
 - b. Stainless steel, ball bearing hinges.
 - c. Heavy duty door closers.
 - d. Restroom doors to have electronic locking system.
8. Roofing materials
 - a. Glulam beams
 - b. 2x6 tongue and groove decking.
 - c. Cantilever roof extension for covered entry
 - d. Roofing will be architectural composition roof shingles.

*Note: Roofing color shall be selected by the **owner** from the manufacturers' standard color chart.*

3. Restroom and Plumbing Fixtures

The following fixtures will be supplied by Romtec:

1. The following items relative to the fixtures will be supplied by Romtec:
 - a. Wall mount, stainless steel toilets with concealed sensor flush valves.
 - b. Wall mount, stainless steel sinks with motion sensor hard wired faucets with transformers.
 - c. Wall mount, stainless steel grab bars.
 - d. Wall mount, stainless steel 3-roll toilet paper dispensers.
 - e. Wall mount, stainless steel automatic soap dispensers.
 - f. Floor mount, mop sink with faucet, holder and guard.

4. Electrical Fixtures

1. The following electrical fixtures will be supplied by Romtec:
 - a. Exterior lighting
 1. Wall mount, vandal resistant LED light fixtures.
 2. Lights controlled by photocell.
 - b. Interior lighting
 1. 48" ceiling mount LED vapor tight light fixtures.
 2. Light controlled by motion sensor.
 - c. Electric tank water heater with expansion tank to supply all sinks.
 - d. Thru-wall, FastAire hand dryer.
 - e. Main breaker panel sized for the building components.
 1. 100 amp, single-phase, rain tight.

2. Romtec Fabrication and Installation

The following are included in the fabrication and installation services for all buildings provided by Romtec:

- i. Foundation and Under-slab

1. Equipment for excavation of foundation and slab.
2. Installation of forming material for foundation and slab.
3. Installation of Romtec underground utilities, including connection to the site plumbing and electrical utilities within 10' of the building (plumbing and electrical)
4. Backfill of Romtec underground utilities.
5. Placement of rebar.
6. Pouring of foundation slab.
- ii. Masonry Walls
 1. Installation of CMU block
 2. Placement of door frames, windows, and vents within CMU walls
 3. Placement of J-bolts or Glulam Brackets as applicable
- iii. Roof Structure
 1. Carpenters' installation of roof framing
 2. Installation of roofing underlayment
 3. Installation of roofing system
- iv. Interior Finish
 1. Painting of interior walls
 2. Placement of cove base tile
 3. Sealing of all exposed wood
- v. Rough-In Plumbing/Electrical
 1. Installation of drain and vent lines
 2. Installation of water lines
 3. Installation of main breaker panel(s)
- vi. Doors and Hardware
 1. Installation of Doors and hardware
- vii. Installation of Finish Plumbing and Electrical
 1. Installation of plumbing fixtures
 2. Installation of electrical fixtures
- viii. Installation of all other applicable building kit components and fixtures that are supplied by Romtec (e.g. dispensers, ADA equipment, diaper decks, etc.)
- ix. Completion of all applicable building inspections related to Romtec's installation
- x. Demonstration of full function and operation per approved designs and data sheets

3. Owner Responsibilities (By Others)

1. Site Preparation (All Structures)

1. Building Pad

The general contractor will be responsible for preparing the site and building pad prior to Romtec's arrival for installation work. The building pad must be level and compacted to within 6" of the finish floor elevation before Romtec arrives. The pad must be prepared per the requirements of any available geotechnical report.

Note: Any site grading or removal and replacement of fill materials for the building pad must be completed prior to Romtec's arrival. Romtec's installation services do not include excavation beyond what is necessary for forming and pouring the concrete footings and slab.

2. Soil Disposal

Romtec is not disposing of any soils from the site.

3. Surveying and Staking

Romtec is not responsible for any site surveying or staking. Any required surveying and staking related to Romtec's work area must be completed prior to Romtec's arrival onsite.

2. Utilities (All Structures)

1. Site Utilities

Romtec is excluding the supply and installation of all incoming utilities. Utilities must be in place and available prior to Romtec's arrival onsite. **All utilities must be brought within 10' of the building pad prior to Romtec's arrival.** If the utilities are not in place and ready to use prior to Romtec's arrival, there will be additional charges for any required remobilization.

Note: Romtec has assumed that the site utility sizing matches what is shown on the Romtec plans. Any changes to the site utility sizing must be communicated to Romtec as soon as possible.

2. Electrical Transformer(s), Service Meter(s), and Meter Base(s)

Romtec is excluding the supply and installation of any required electrical transformer, service meter, and meter base. If required, these items must be supplied and installed by others. If the electrical transformers are required for Romtec to perform installation work, they must be installed and functioning prior to Romtec's arrival for installation work.

3. Electrical Junction Box

Romtec is excluding the supply of any required external electrical junction box associated with the Romtec building(s). Any required external junction box must be installed and ready for Romtec's use prior to Romtec's arrival onsite.

4. Other Electrical

Romtec is excluding the supply and installation of any electrical items not shown on the Romtec supplied panel.

5. Water Line Drain Valves and Sewer Line Back Flow Check Valves

Romtec is excluding the supply and installation of any required water line drain valves and/or sewer line backflow check valves.

3. Site Concrete and Landscaping (All Structures)

1. Sidewalks and Sidewalk Approaches

Romtec is excluding the supply and installation of all sidewalks and sidewalk approaches.

2. Landscaping

Romtec is excluding the supply and installation of any landscaping.

4. General Exceptions/Exclusions

1. Unless otherwise stated, Romtec is not proposing to meet any Buy America standard for materials.
2. The following items will be supplied by **others** if applicable:
 1. All Permits related to construction and installation of Romtec Building
 2. Bonding (unless otherwise stated)
 3. Storm water and/or pollution prevention plans
 4. Erosion control plans
 5. Site specific safety plans
 6. Site specific protection plans
 7. Tree protection plans
 8. Site preparation per geotechnical report
 9. Backfill required for all structures
 10. Additional licenses except for a City Business License, if required
 11. Special inspection services
 12. Rock excavation
 13. Demolition of existing structures
 14. Removal of excavated materials
 15. Site grading or asphalt paving
 16. Masonry pavers
 17. Booster pumps &/or pressure reducing valves
 18. Backflow check valves

- | | |
|---|--------------------------------|
| 19. Fire alarm & fire suppression equipment | 24. Landscaping |
| 20. Irrigation Equipment | 25. Plumbing freeze protection |
| 21. Gutters and downspouts | 26. Site plans |
| 22. Lighting equipment not attached to the building | 27. Sidewalks |
| 23. Electrical transformer(s), external electrical junction box(es), service meter(s)/meter base(s) | 28. Construction mock-ups |
| | 29. Construction fencing |
| | 30. Diaper deck |
3. To ensure timely delivery of the building package amid ongoing and industry-wide disruptions to shipping, parts/materials availability, and lead times, Romtec reserves the right make equivalent or better substitutions at any time for any components that are not specifically required to match an exact brand/model.
 4. Romtec does not provide LEED/Green submittals as a standard service. Romtec can assist in providing documentation for products that may meet LEED/Green standards, but Romtec does not provide or fill out LEED credit forms. Unless specifically included in Romtec's proposal and quote, Romtec does not supply materials with the intent of meeting LEED standards. Any changes due to LEED or Green building requirements will result in a change order and increased lead times."
 5. All steel fabrication work is performed by qualified fabricators in conformance with engineered drawings. Romtec does not offer third party certification or inspection of steel fabrication work.

Note: Romtec's scope of work is based on acceptance of the terms and conditions of the Romtec quote proposal, which may be attached here or provided separately.

4. Warranty and Limitations

1. Warranty

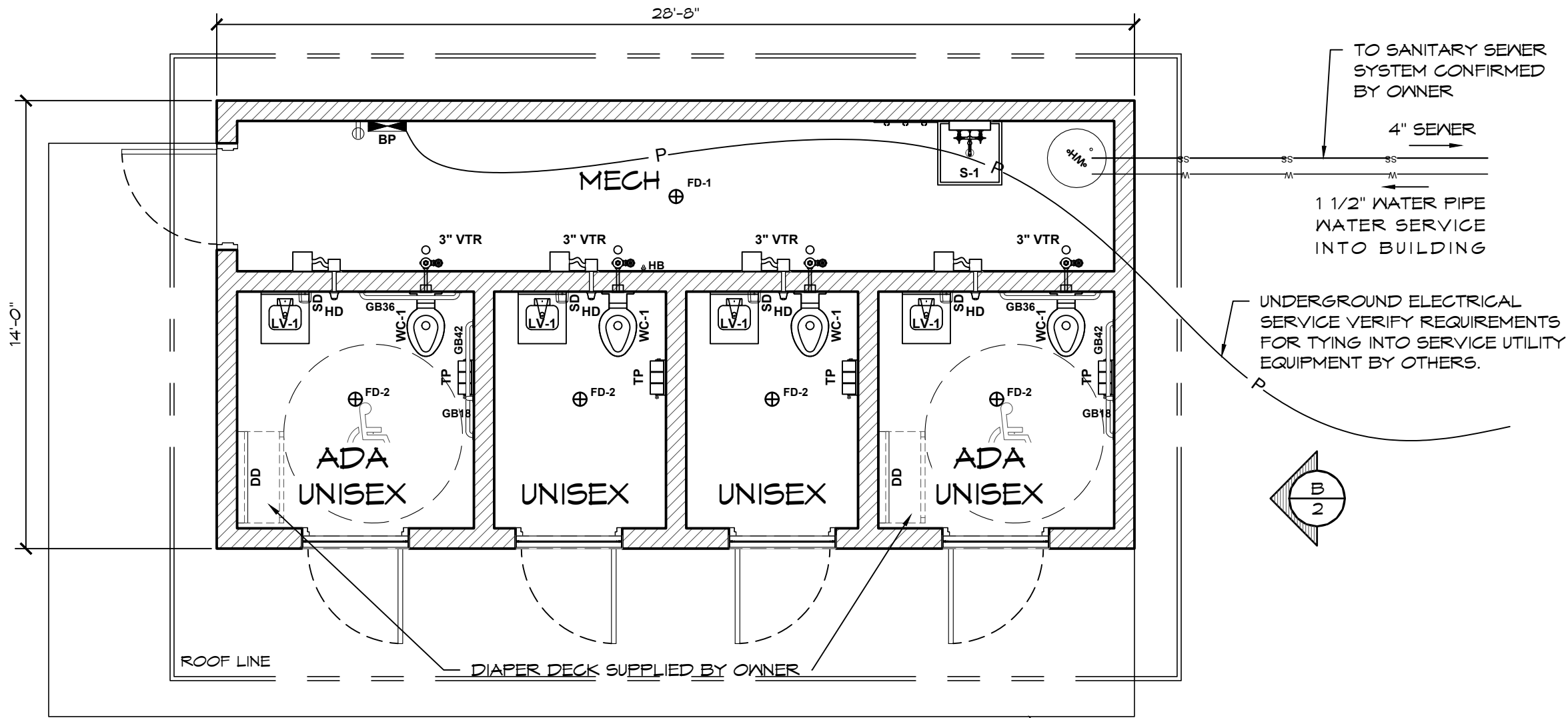
1. Please review the Romtec warranty by clicking the link below:
<https://romtec.com/wp-content/uploads/2022/03/4.01-Romtec-Warranty-2-28-22.pdf>

2. Disclaimers

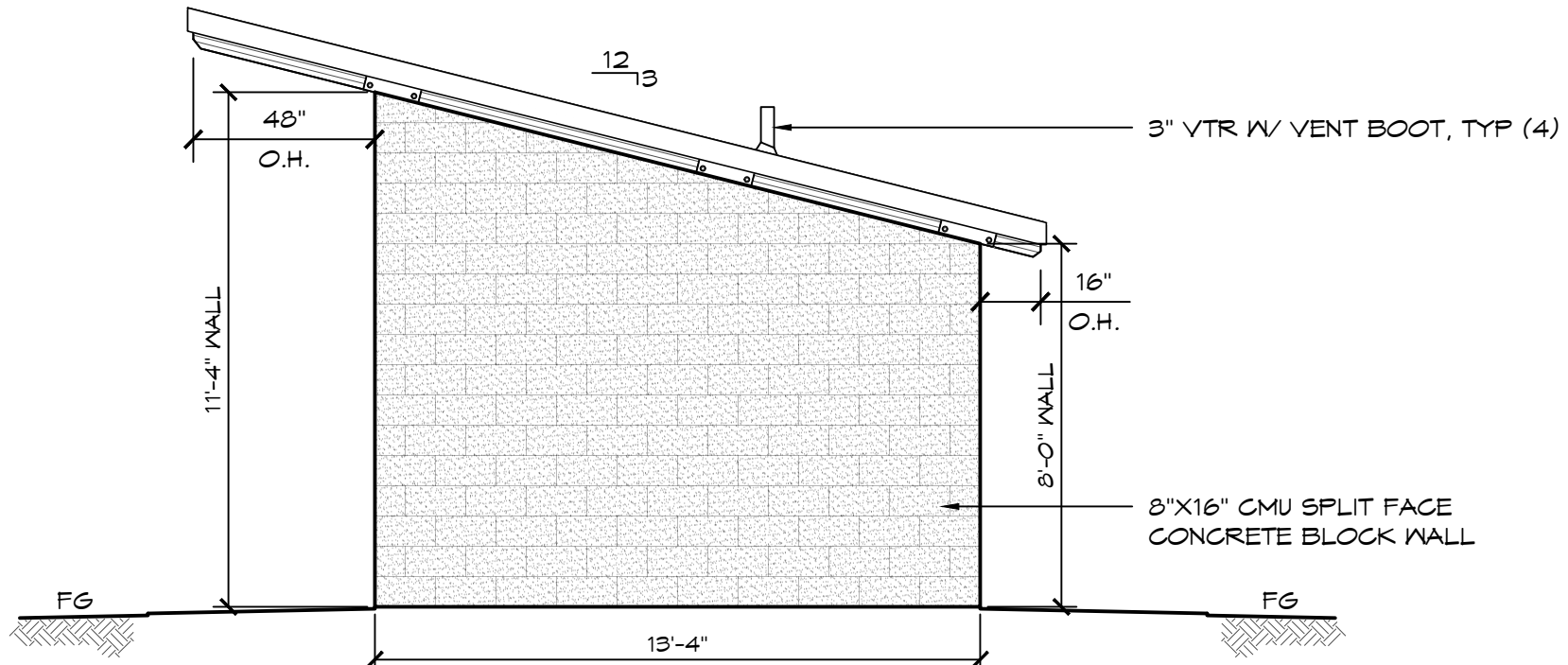
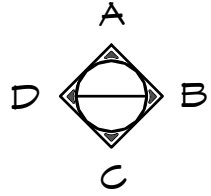
1. Stone and mineral products such as tile, stone veneer, and concrete will all show surface cracks over time due to multiple factors, including building settling, wall movement, environmental conditions, and maintenance/upkeep (or lack thereof). Romtec cannot guarantee that stone products in the building will not eventually crack. Repairing of cracks in stone products is a maintenance issue, not a warranty issue. In other words, stone products in the building may eventually crack, and repair of these cracks is not covered under the Romtec warranty.

LEGEND		
SYMBOL	DESCRIPTION	AREA/ QUANTITY
	EXTERIOR WALL LIGHTS	5
	INTERIOR CEILING LIGHTS	6

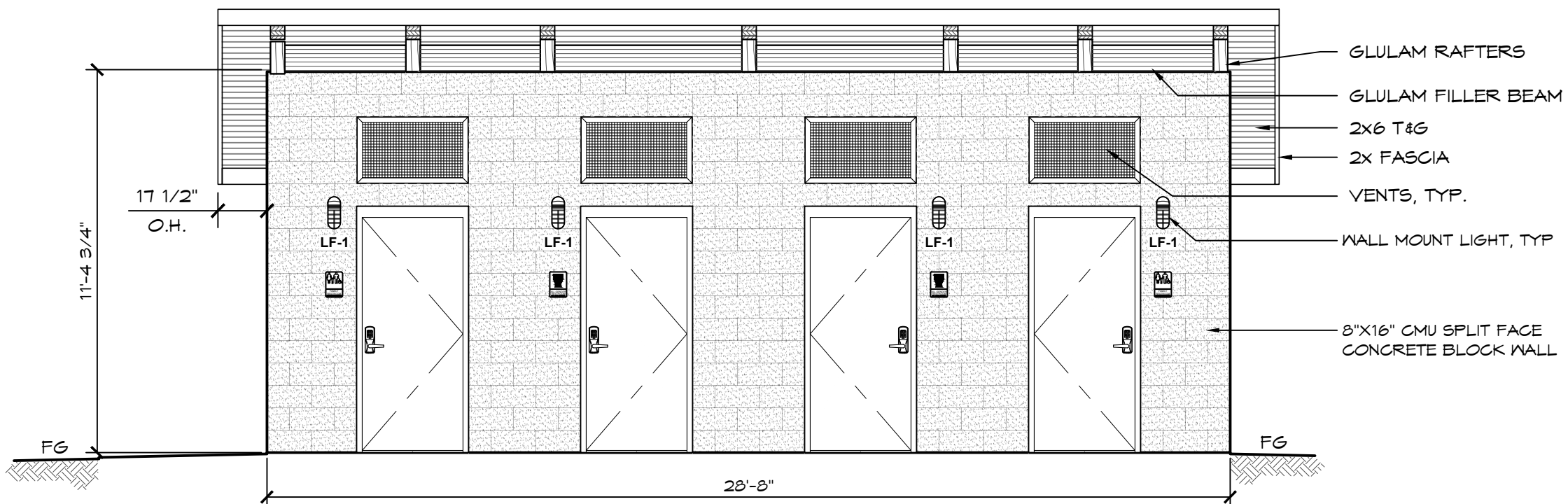
WALL TYPE SCHEDULE	
	8" REINFORCED CONCRETE MASONRY BLOCK WALL WITH MORTAR JOINTS, GROUTED SOLID ALL CELLS RUNNING BOND PATTERN.



1 FLOOR PLAN
SCALE: 1/4" = 1'-0"



B ELEVATION VIEW
SCALE: 1/4" = 1'-0"



C ELEVATION VIEW
SCALE: 1/4" = 1'-0"

PROJECT: CIVIC CENTER PARK - RESTROOM
KENNEWICK, WASHINGTON

PROJECT #: 2534
DATE: 9/25/2024

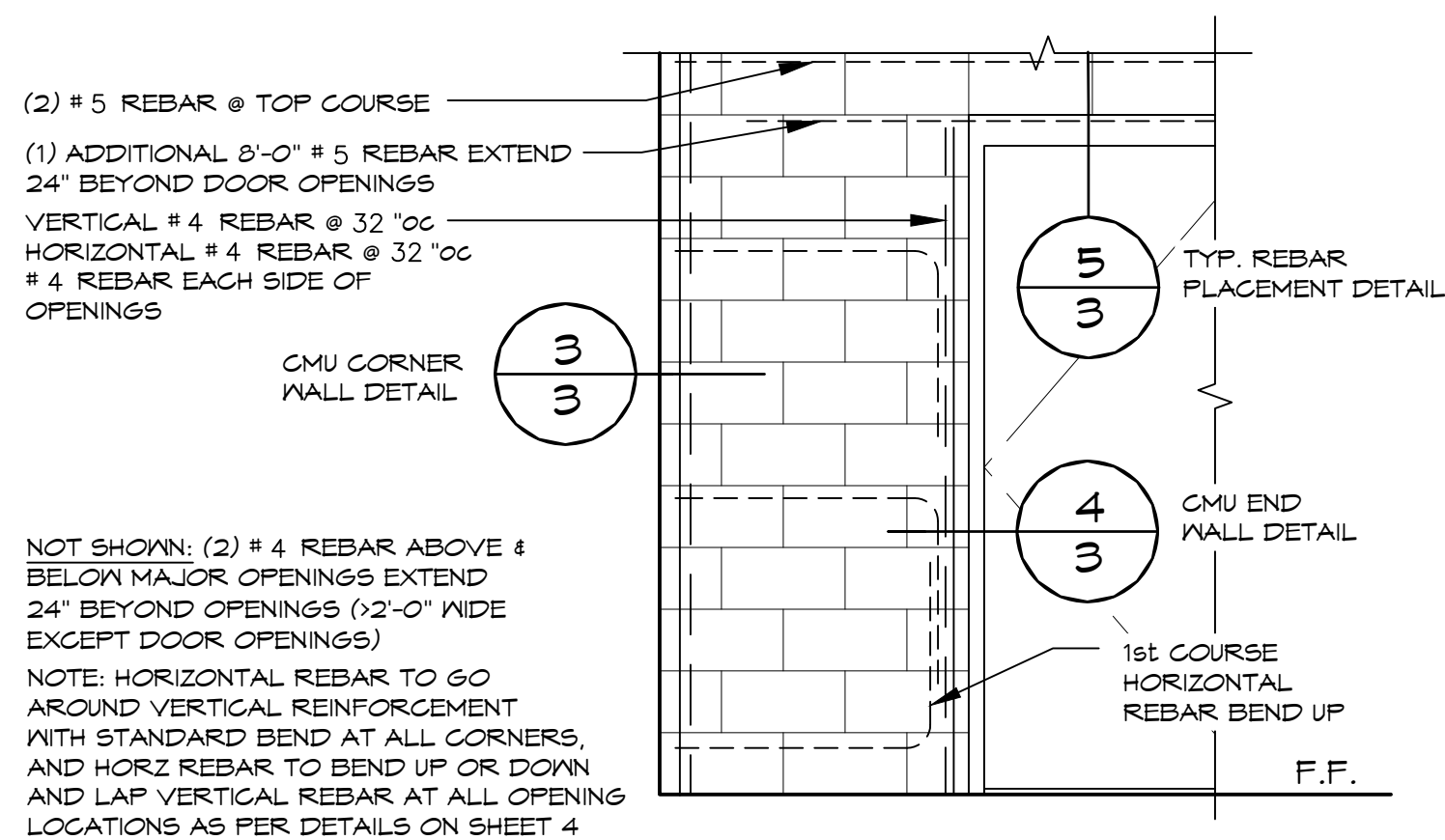
DRAWN BY: JRM

NO. DATE BY

REVISIONS:

SHEET NO. 2

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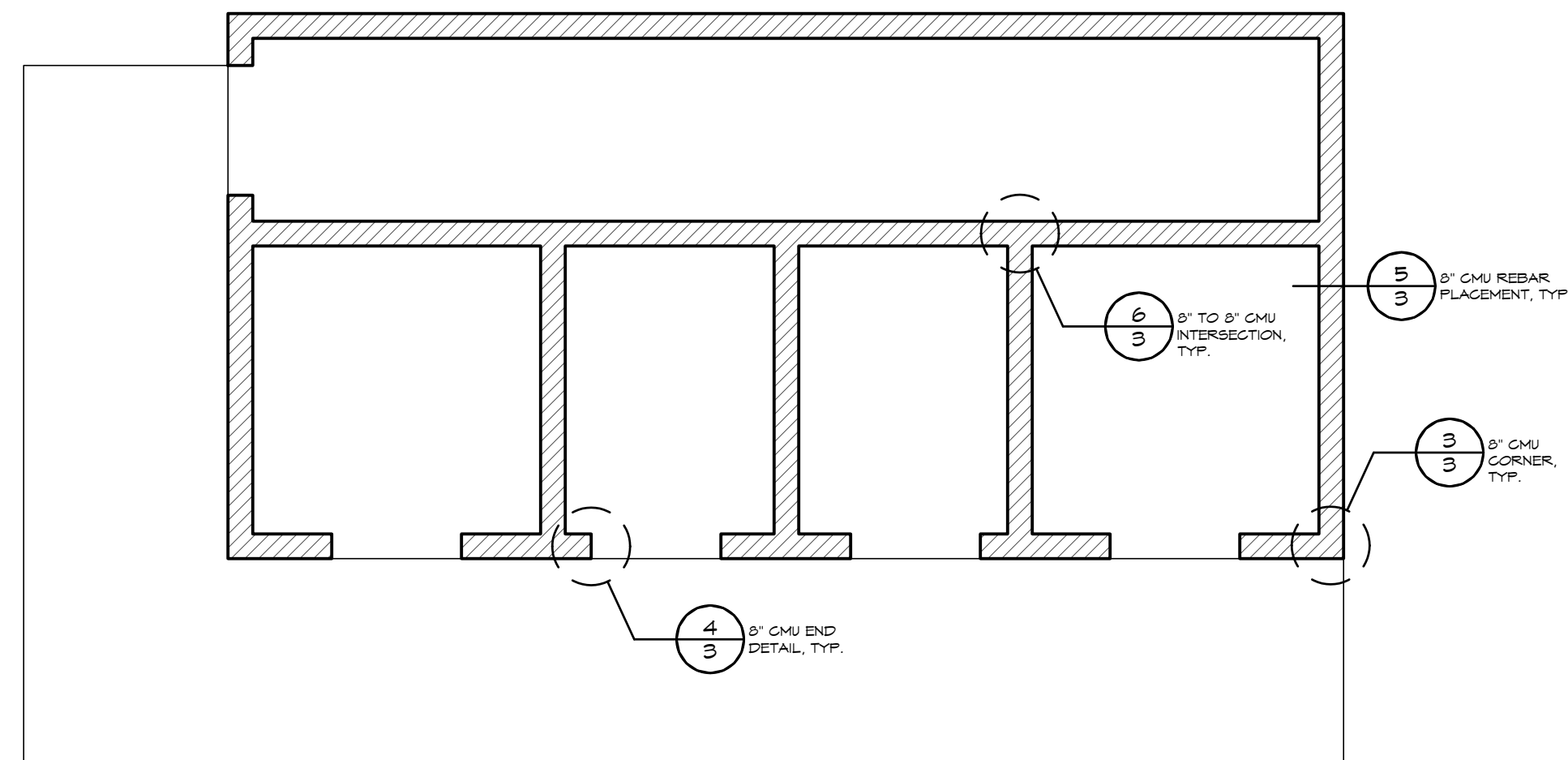


CMU REBAR SCHEDULE		
REBAR	MIN. LAP	BEND DIAMETER
#4	24"	3" MIN.
#5	30"	3-3/4" MIN.

CMU REBAR NOTES:
- BENDS: MIN. INSIDE BEND DIAMETER SHALL BE NOT LESS THAN 6d AS PER TMS 402-16 SECTION 6.1.8.2
- SPLICES: LAP SPLICES ARE PERMITTED AS PER TMS 402-16 SECTION 6.1.6.1.1

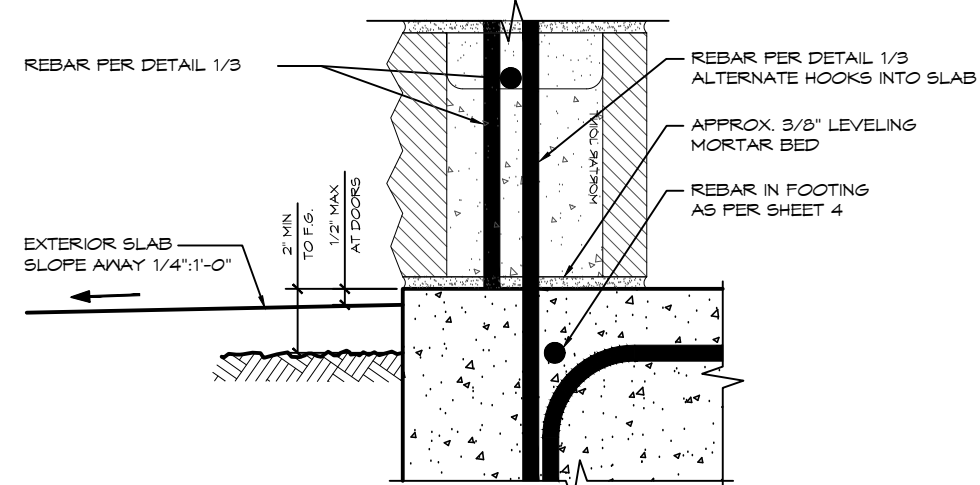
PIPES INSTALLED THROUGH CMU WALL NOTES:
- SUPPLY: THE FIXTURE SUPPLY LINE SHOULD BE BORED A 1/2" LARGER THAN REQUIRED LINE SIZE AND THE PORTION OF PIPE LOCATED IN CMU WALL SHALL BE WRAPPED WITH 10MIL BLACK TAPE
- WASTE PIPE: THE FIXTURE WASTE LINE SHOULD BE BORED A 1/2" LARGER THAN REQUIRED LINE SIZE.

1 CMU REBAR LAYOUT DETAIL
SCALE: 1" = 1'-0"

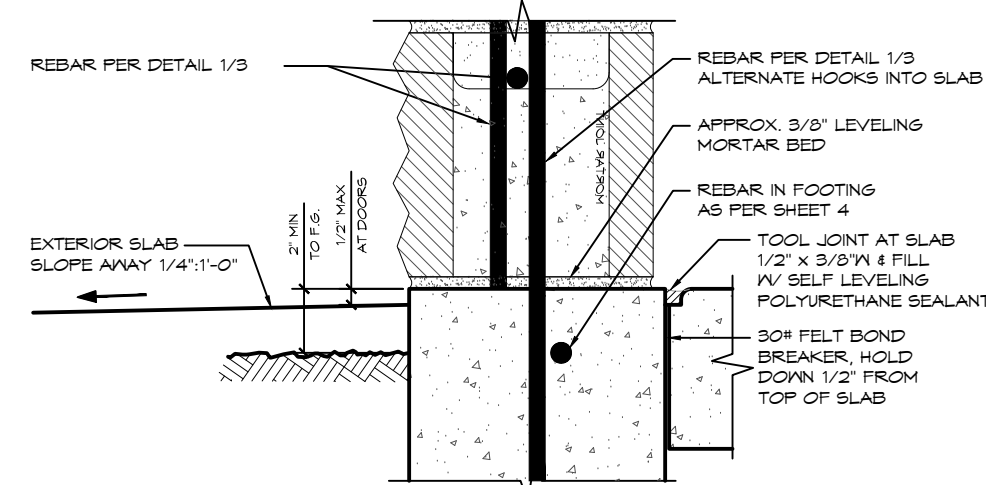


A STRUCTURAL CMU PLAN
SCALE: 1/4" = 1'-0"

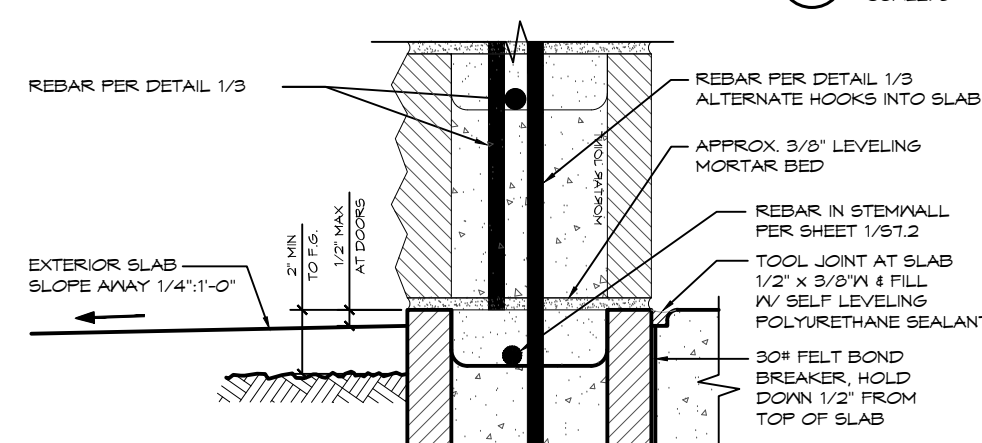
EXTERIOR WALL CONNECTIONS - PER DETAIL 1/4



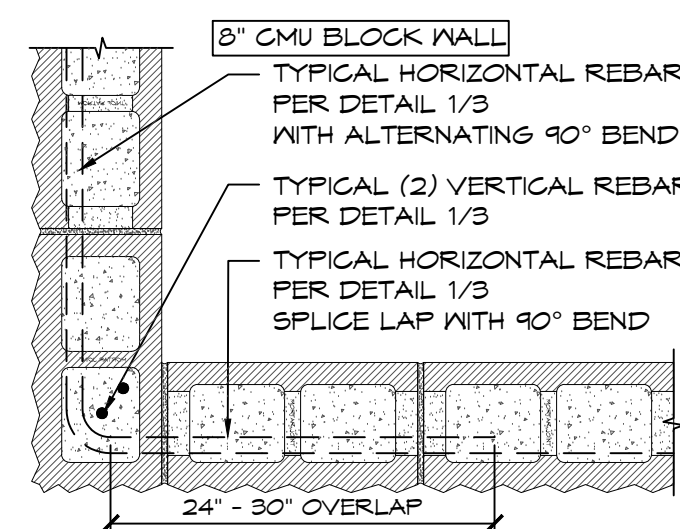
2A WALL-SLAB CONNECTION - MONO
SCALE: 3" = 1'-0"



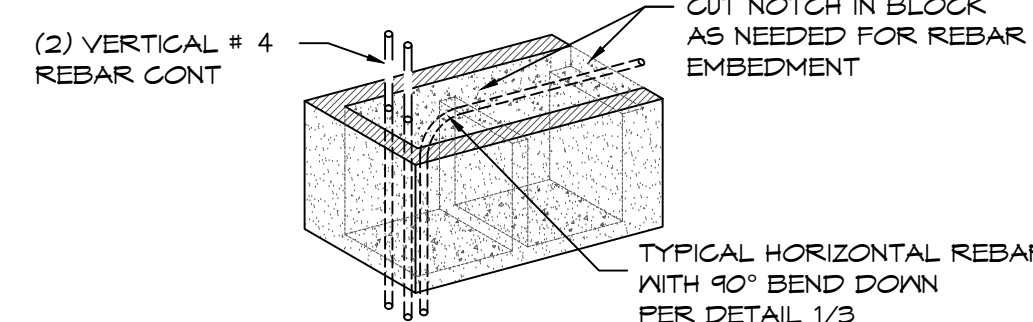
2B WALL-SLAB CONNECTION - STEM
SCALE: 3" = 1'-0"



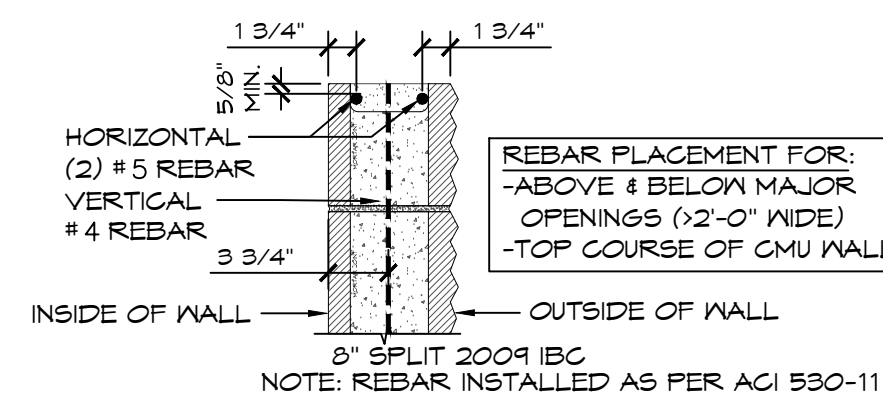
2C WALL-SLAB CONNECTION - CMU STEM
SCALE: 3" = 1'-0"



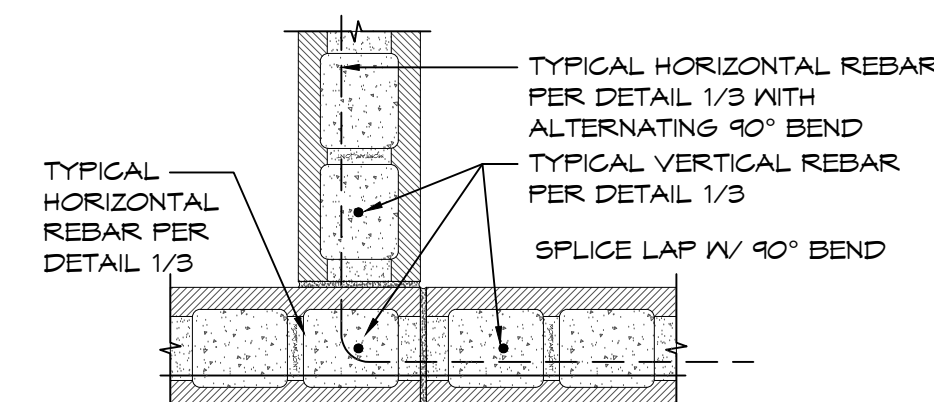
3 MORTAR JOINT CMU CORNER DETAIL
SCALE: 1" = 1'-0"



4 MORTAR JOINT CMU WALL END DETAIL
SCALE: 1" = 1'-0"



5 8" CMU REBAR PLACEMENT
SCALE: 1" = 1'-0"



6 8" TO 8" MORTAR JOINT CMU INTERSECTION DETAIL
SCALE: 1" = 1'-0"

PROJECT: CIVIC CENTER PARK - RESTROOM
KENNICK, WASHINGTON

SHEET TITLE: STRUCTURAL CMU PLAN & DETAILS
SPECIFICATIONS

PROJECT #: 2534

DATE: 9/25/2024

DRAWN BY: JRM

REV. DATE BY

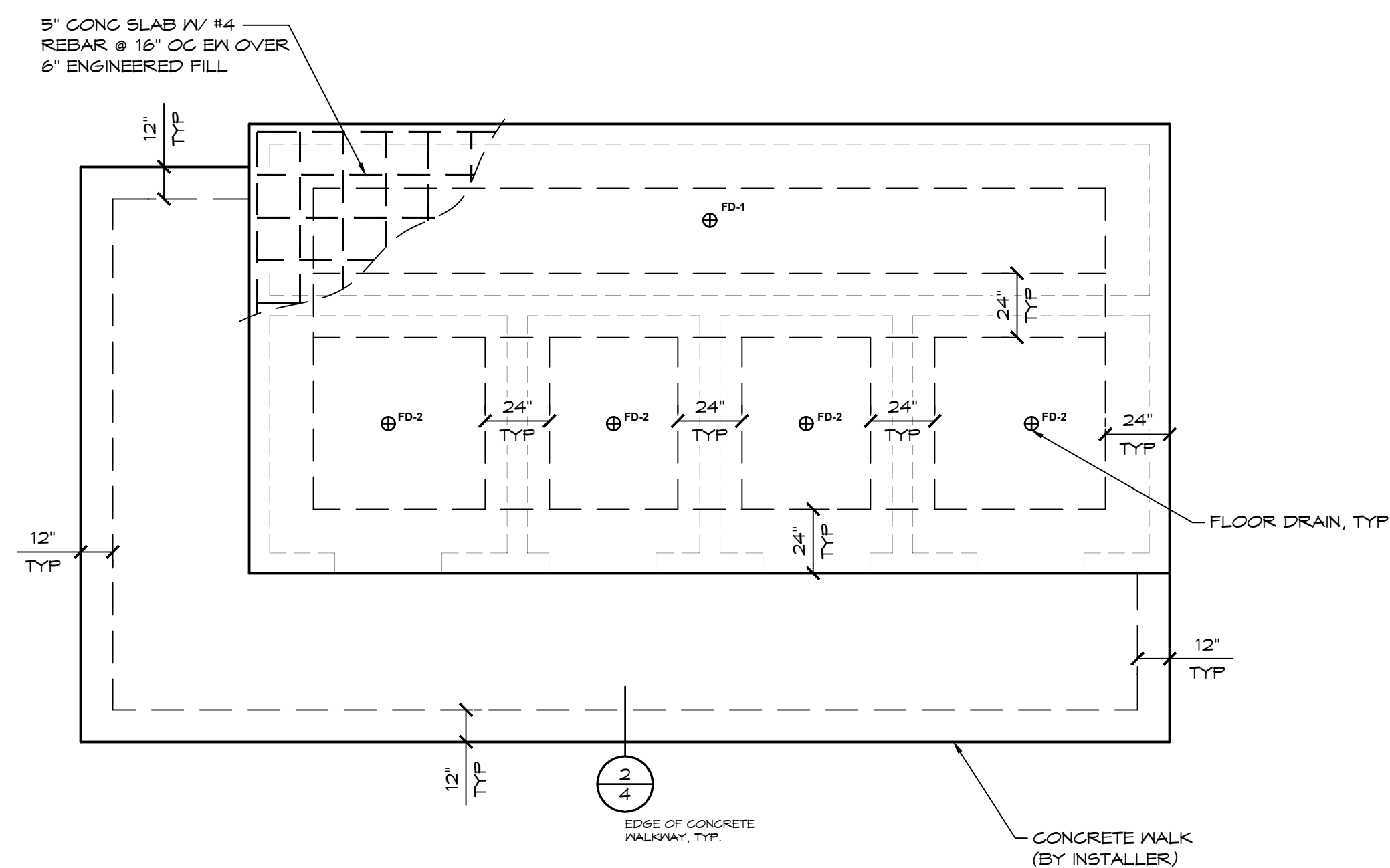
REVISIONS:

SHEET NO. 3

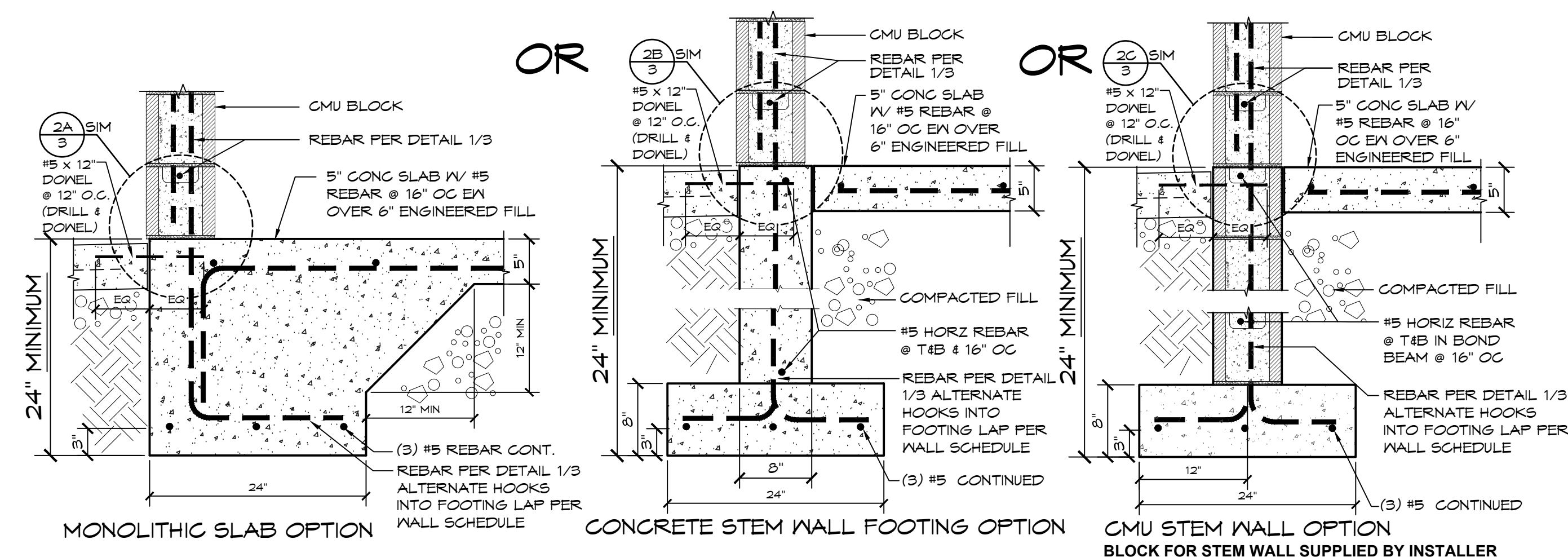
Page 50 of 120

EXTERIOR WALL FOUNDATIONS - CHOOSE ONE OF THE FOLLOWING

SEE FLOOR PLAN FOR EXTERIOR WALL
LOCATIONS. SHEET 3



FOUNDATION PLAN
SCALE: 1/4" = 1'-0"

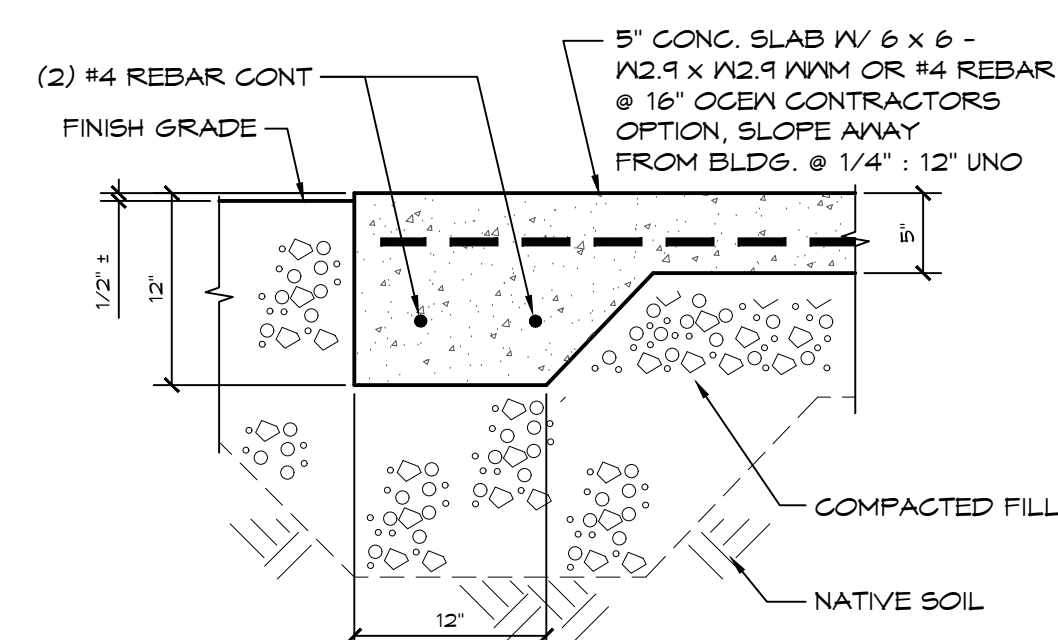


1 EXTERIOR WALL FOUNDATION DETAIL OPTIONS
SCALE: 1" = 1'-0"

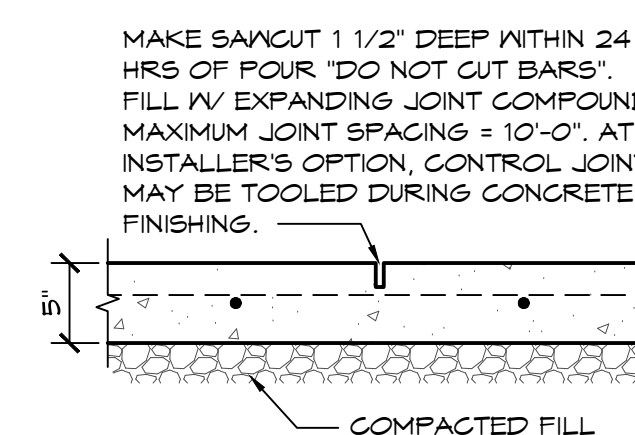
GENERAL NOTES:

- * WHEN USING EITHER STEM WALL OPTION RECESS STEM WALL THE THICKNESS OF SLAB AT DOOR THRESHOLD
- * PRIVACY WALLS TO HAVE A 30" WIDE x 12" DEEP FOOTING, IF APPLICABLE
- * CMU STEM WALL OPTION, CMU BLOCK IS BY INSTALLER
- * VERTICAL REBAR IN SLAB/STEM WALL TO MATCH VERTICAL WALL REINFORCEMENT LAP PER WALL SCHEDULE

FOUNDATION DESIGN SHOWN HERE IS PRELIMINARY AND SUBJECT TO CHANGE. FINAL FOUNDATION DESIGN TO BE DETERMINED DURING THE FORTHCOMING FULL DESIGN PHASE FOR THE BUILDING. ANY INCREASED COSTS OR TIME NEEDED TO CONSTRUCT THE FINAL FOUNDATION DESIGN IS BETWEEN THE END OWNER AND THE BUILDING INSTALLER



2 EDGE OF CONC. WALKWAY
SCALE: 1" = 1'-0"



3 SAWCUT JOINT



18240 North Bank Rd.
Roseburg, OR 97470
P: 541-496-3541
F: 541-496-0803
E: service@romtec.com

Date

11/19/2024

PROPOSAL/PO**#081721-RMT****Civic Center Park**

Customer: City of Kennewick
Rochelle Strader
2901 Southridge Blvd
Kennewick, WA 99338

CA DIR# 1000002582



Quantity	Building Proposal Description	Extended Price
1	Civic Center Park Restroom "Design and Supply Only" per Preliminary Scope of Supply and Services dated 11-13-24	\$ 205,557.47
Sourcewell DISCOUNT: Available only to members of Sourcewell.		5.00% \$ (10,277.88)
	<i>Payment and Performance Bond</i>	\$ 9,362.66
	<i>Romtec installation</i>	\$ 266,979.42
	<i>ESTIMATED TAX BASED ON RATE OF: 8.7%</i>	\$ 41,542.12
	Freight/Packaging to: Kennewick, WA	\$ 5,874.00
	ROMTEC INC. PURCHASE ORDER TOTAL	\$ 519,037.79

***Due to recent market volatility and inflation rates, the proposal pricing is valid for thirty (30) days from the proposal date. If the Customer has not returned a signed Purchase Order within thirty (30) days of the proposal date, Romtec, Inc. reserves the right to update the price to reflect cost changes.**

***This pricing is based on the understanding that Romtec, Inc. will be released for production within ninety (90) days. If, for any reason, Romtec, Inc. has not received Submittal Approval and Notice to Proceed with Production within ninety (90) days of the Purchase Order date, Romtec, Inc. reserves the right to update the Purchase Order price to reflect inflationary cost changes.**

***Sales or use Tax is not included in the above price. Sales or use taxes may be required for your project depending on Nexus requirements.**

*Romtec charges 2% of total contract value for the bonding rate (if required). Unless specifically stated in the above quote, this amount is not included in the total amount shown, and may be applicable at the time of invoice.

*This proposal includes the design and engineering by Romtec Inc. to produce a complete plan set that will meet the architectural and engineering code required in the state where the project is located. In some cases local code may vary from typical state requirements and may result in a change in price that could not have been anticipated at time of quote.

*Delivery terms are FOB Roseburg, OR, unless otherwise stated. Freight prepaid and added. Delivery will be in accordance with a mutually agreed timeline as established in the Romtec Inc. Notice to Proceed on Production form.

*Non-Agency orders must be placed on Romtec Inc. purchase order forms.

*Quote based on standard/average design loads, including: roof snowload of 25psf, IBC Seismic Design Category: C, Design Wind Speed: 115 MPH, Allowable Soil Bearing: 1500 psf, Occupancy Type: U, Construction: VB.

*Unless included with this quote, a payment schedule and terms will be established after the signed Purchase Order is received. Romtec Inc. generally requires a deposit payment upon receipt of the signed Submittal Approval & Notice to Proceed on Production document. Any deposit amount will be defined with the forthcoming payment schedule.

*Design Services include Romtec providing one(1) initial unsealed plan set on 11x17 format and one (1) sealed revision in response to reviewing authority comments (excluding Romtec Trads and Originals; Romtec Trads and Originals do not include sealed plans. Sealing of plans for Trads and Original models is only available upon request and may result in additional fees). In any additional revisions, if sealing or changing in plan set size are requested or required, an additional design service will be charged.

*Sales or use Tax is not included in the above price. Sales or use taxes may be required for your project depending on Nexus requirements.

*The pricing defined in this proposal is contingent upon the customer signing this form and agreeing to the Romtec terms and conditions defined in this proposal. Any modifications to the terms and conditions defined herein may result in a price increase.

*Romtec's standad insurance coverage document is available upon request. Unless otherwise specifically noted herein, Romtec's standard insurance coverage is accepted by Customer and considered sufficient coverge for all work related to this purchase order. Customer agrees to pay any costs related to additional insurance requirements not specifically noted in this order.

***By signing below, the customer confirms that the prices, terms, and conditions herein are satisfactory and accepted. Romtec Inc. is authorized to begin work on the Scope of Supply and Design Submittal document, which the customer will review prior to approval and Notice to Proceed on Production. Additionally, the customer will complete and return the Project Information Form as expeditiously as possible so that payment terms, and bonding requirements (if applicable) can be established. The customer understands that by accepting this proposal they are issuing a Purchase Order for the project detailed above, but that production will not begin and delivery or installation dates cannot be established until the customer has granted design approval and notice to proceed on production.**

Customer/Owner Authorized Signature	Date	Romtec Inc. Authorized Signature	Date
Customer/Owner Printed Name		Romtec Inc. Printed Name	
Customer/Owner Company			



Proposal Terms & Conditions

Romtec, Inc. (ROMTEC) will provide the scope of supply as listed on the purchase order related hereto in accordance with the following terms and conditions:

Terms of Payment

Romtec offers terms upon approved payment bond and credit approval by Romtec's accounting department (to be determined at the time the Purchase Order is finalized and executed). Payments may be by check or wire transfer, Visa, MasterCard, Discover or American Express (a separate fee will be charged for payments exceeding \$20,000 made by credit card and for all COD deliveries). Romtec may agree to accept COD payment by bank certified funds or cashier's check if a carrier selected by Romtec ships materials.

Credit Terms

Upon execution of the Purchase Order agreement, if Customer is not pre-paying 100% of the contract value, Customer shall provide a completed credit application (subject to Romtec's approval) and, if applicable, evidence of payment bond securing Customer's obligation to pay the balance of the purchase price in full. Credit terms are conditional and may be modified subsequently at Romtec's discretion if new information or conditions warrant such modification.

Payment Terms

To be established by Romtec's accounting department after receipt of Customer's credit application.

Deviation From Payment

Time is of the essence with respect to Customer's payment of the purchase price, and timely payment shall not be delayed or excused for any reason. Payment agreement between Customer and other parties, or failure by other parties to pay Customer or perform any agreement with Customer shall not result in delay of payment to ROMTEC. ROMTEC does not accept partial payments, any offsets, and/or retainage against the Purchase Order price. Should Customer not act according to the terms of payment for any reason, the terms granted will be revoked and any remaining goods or services not yet delivered are subject to pre-payment terms whereby payment, in full, is due 10 days prior to delivery. Any amounts not paid when due shall bear interest at the rate of 15 percent per annum or the highest lawful rate applicable, if such rate is less than 15 percent, from the date payment was due. For accounts that are 15 days or more past due, ROMTEC will withhold all warranty service until the account is fully paid and in good standing. This does not in any way toll the warranty period.

Tax

Unless otherwise indicated on the ROMTEC quote or purchase order, any sales, use, consumption, value added or other goods/services based tax imposed by a state; county/local or other agency with jurisdictional authority is excluded from this order. Customer is responsible for remitting any taxes that are applicable.

Change Orders

All Change Orders must be signed by the Customer. Prices stated herein are valid for 30 days from the purchase order date, or two weeks from the purchase order date if unsigned, at which time ROMTEC may adjust its price if cost factors warrant. A change order will apply (charges will vary depending on the circumstances) for the following design/engineering events: (i) incurred costs related to ROMTEC making more than two revisions of plan documents in response to review comments, (ii) incurred costs of "resealing" plan documents, and (iii) incurred costs of changing plan set sizing from the standard 11" x 17" format. Additionally, any modifications (for any reason) to ROMTEC's Scope of Supply & Design Submittal, prior to formal approval, may result in a price adjustment. Any modification to ROMTEC's Scope of Supply & Design Submittal requested or required by Customer for any reason after formal submittal approval shall be performed by ROMTEC at Customer's expense, as follows: (i) Customer shall submit a written description of the modifications to ROMTEC; (ii) within 14 days of receipt of Customer's description, ROMTEC shall provide to Customer a written price quote for the modifications requested; (iii) Customer shall pay the Change Order Invoice to ROMTEC in accordance with payment terms.

Delay of Project

Should progress of the project be delayed so that ROMTEC cannot produce and deliver the goods within six months from the date the purchase order is signed, Customer agrees to reimburse ROMTEC for all design and administrative expenses related to the completion of the Scope of Supply & Design Submittal as compensation for design services rendered. Customer also agrees to immediately pay any expenses related to any Customer authorized procurement or production of items. Additionally, Customer agrees to accept cost increases that may occur during the time the project is delayed.

Terms of Delivery

ROMTEC will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by the Customer by reason of such delay, when such delay is beyond ROMTEC's control. Unless otherwise stated herein, all goods are shipped FOB Roseburg, Oregon, and the risk of loss or damage to the goods and risk of delays in transit passes to the Customer when the goods are duly delivered to the carrier in Roseburg, Oregon. ROMTEC has no control over arrival time of a shipment, and ROMTEC shall not be responsible for delays in shipments once the goods leave ROMTEC's plant. ROMTEC's required procedures for handling products are as follows:

- (1) All ROMTEC materials, whether palletized or separated from a pallet, must be handled per the instructions detailed in the ROMTEC Scope of Supply & Design Submittal with respect to the specified model of ROMTEC restroom facility or component.
- (2) All material received from, but not manufactured by ROMTEC must be handled per the specific handling instructions of the manufacturer of the material.
- (3) PROPER HANDLING EQUIPMENT, ITS SUPPLY AND OPERATION ARE STRICTLY THE RESPONSIBILITY OF THE CUSTOMER.

Description of Products and Warranty

ROMTEC's Scope of Supply & Design Submittal document (provided subsequent to this order) contains and defines ROMTEC's complete offering of its products and services (as applicable). The Scope of Supply & Design Submittal also defines ROMTEC's Limited One Year Warranty. Warranty terms available prior to the submission of the Scope of Supply & Design Submittal upon request.

Terms of Shipment & Delivery

Unless otherwise specified on the purchase order, ROMTEC may ship goods pursuant to an order at any time after the goods are completed and ready for shipment. Further, unless payment has been made in advance, if a carrier holding a ROMTEC shipment ordered by a Customer is ready to deliver the goods to the Customer, the Customer agrees to accept the goods at the carrier's earliest possible delivery date and time.

Store & Invoice

If Customer delays shipment, regardless of the reason for delay, ROMTEC is permitted to invoice and the Customer agrees to pay ROMTEC under the agreed payment terms, using the date the order was ready for shipment as the invoice date (if prepayment or COD terms apply, payment is due within 7 days from the time of delay). Once the order is invoiced, the materials shall become property of the Customer. Further, ROMTEC may at its sole discretion invoice the Customer for a minimum of \$450 per month for on-site storage. Deliveries that are delayed by the Customer may be canceled by ROMTEC and the goods returned to ROMTEC at ROMTEC's discretion. Any costs or other issues arising from the Customer's act in delaying receipt of ROMTEC's shipments are the complete responsibility of the Customer. The Customer agrees to pay for the complete shipping cost if ROMTEC elects to allow the goods to be returned to ROMTEC or delivered to another Buyer.

Cancellation

Mutual acceptance of the purchase order indicates notice for ROMTEC to proceed with the provision of design services required in completing its Scope of Supply & Design Submittal. Should Customer cancel its purchase order prior, the following fee schedule will take effect:

1. Cancellation after Purchase Order but prior to Submittal Approval: 30% of total contract value due
2. Cancellation after Purchase Order and Submittal Approval but prior to Notice to Proceed on Production: 75% of total contract value due
3. Cancellation after Purchase Order, Submittal Approval, AND Notice to Proceed on Production: 100% of total contract value due

In addition, Customer shall reimburse all expenses related to any Customer authorized procurement or production of items prior to approval of the Scope of Supply & Design Submittal. ROMTEC requires that Customer indicate approval of its supply offering by executing the approval signature page of the Scope of Supply & Design Submittal document and/or a formal Notice to Proceed on Production. Upon granting ROMTEC approval of its Scope of Supply Design Submittal and Notice to Proceed on Production of the building kit package(s), the Customer is waiving any rights to cancel its purchase order. ROMTEC does not accept returns or exchanges.

Contract Documents

Together with this Purchase Order, the following constitute the "Contract Documents" and the entire contract between the parties, either written or oral: (i) ROMTEC's Scope of Supply & Design Submittal, and (ii) Change Order form (if applicable).

Legal Proceedings

If Customer fails to pay any amount when due, and ROMTEC incurs any expenses in pursuit of collection, Customer agrees to pay the reasonable attorney fees and other costs of such collection, regardless of whether litigation is actually commenced.

In any dispute involving the interpretation or enforcement of this agreement or involving issues related to bankruptcy (whether or not such issues relate to the terms of this agreement), the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney fees, paralegal fees, costs, disbursements, and other expenses incurred by the prevailing party in the dispute, including those arising before and during any trial, arbitration, bankruptcy, or other proceeding, and in any appeal or review thereof. In addition, the amount recoverable by the prevailing party shall include an amount estimated as the fees, costs, disbursements, and other expenses that will be reasonably incurred in collecting a monetary judgment or award, or otherwise enforcing any order, judgment, award, or decree entered in the proceeding.

This agreement shall be interpreted and enforced according to the laws of the state of Oregon. The parties irrevocably submit and consent to the jurisdiction of the circuit courts of the State of Oregon for Douglas County with respect to litigation regarding any dispute, claim or other matter related to this contract.

Controlling Provisions

The terms and conditions of this Purchase Order shall supersede and control any provisions, terms, and conditions contained on any confirmation order, Purchase Order, or other writing the Customer may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms, and conditions hereof.

Binding Effect

This Purchase Order agreement shall be effective and in force only when signed by Customer and also signed by ROMTEC. ROMTEC must consent to any assignment of this Purchase Order agreement in writing. Subject to any restrictions upon assignment, this Purchase Order agreement shall be binding on and inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties.

Notice

All notices required by this Purchase Order agreement shall be in writing addressed to the party to whom the notice is directed at the address of that party set forth in this Purchase Order agreement and shall be deemed to have been given for all purposes upon receipt when personally delivered; one day after being sent, when sent by recognized overnight courier service; two days after deposit in United States mail, postage prepaid, registered or certified mail; or on the date transmitted by facsimile. Any party may designate a different mailing address or a different person for all future notices by notice given in accordance with this paragraph.

Modification

No modification of this Purchase Order agreement shall be valid unless it is in writing and is signed by all of the parties.

Interpretation

The paragraph headings are for the convenience of the reader only and are not intended to act as a limitation on the scope or meaning of the paragraphs themselves. All parties agree that they have had sufficient opportunity to negotiate these terms and have them reviewed by their counsel of choice. The parties agree that no legal interpretation of these terms should be construed against the drafting party.

Severability

The invalidity of any term or provision of this agreement shall not affect the validity of any other provision.

Waiver

Waiver of any party of strict performance of any provision of this Purchase Order agreement shall not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision.

Force Majeure

Neither party will be liable for any delay or failure in the performance of any obligation under this Agreement or for any loss or damage (including indirect or consequential damage) to the extent that such nonperformance, delay, loss, or damage results from any contingency that is beyond the control of such party, provided such contingency is not caused by the fault or negligence of such party. A contingency for the purposes of this Agreement includes Acts of God, fires, floods, earthquakes, explosions, storms, wars, hostilities, blockades, public disorders, pandemic or other public health emergency, quarantine restrictions, embargoes, strikes, other labor disturbances or down time, unavailability of electronic communication lines or equipment, and compliance with any law, order or control of, or insistence by any governmental or military authority.

Counterparts

This Purchase Order agreement may be executed in multiple counterparts, each of which shall constitute one agreement, even though all parties do not sign the same counterpart.



18240 NORTH BANK ROAD
ROSEBURG, OR 97470
Phone: 541-496-3541
Fax: 541-496-0803

Preliminary Project Information

Romtec uses info provided on this form to create customer accounts in Romtec's accounting system. Please fill out the form as completely as possible.

- Please write "N/A" for any items that are not applicable.
- For duplicate items (such as if the customer and Owner are the same entity), feel free to write "same as above".
- If the project is not bonded, please write "No bond" in the Project Bond Information field.

Note: If the customer is not pre-paying 100% of the purchase order, Romtec will review the customer's publicly available credit info and provide a Schedule of Values (SoV) for review and approval by the customer.

Customer/Contractor Info

Company Name: Year Established:

Billing Address: Street Address:

City: State: Zip: Phone:

Accounts Payable Contact: AP Phone: AP Email:

Federal ID No.: Tax Exempt? ☐ No ☐ Yes (Please provide certificate)

Project Info

Project Name: Government Agency:

Project Main Contact: Phone:

Site Address:

City: State: Zip:

Prime Contractor (General Contractor)

Company Name: Year Established:

Billing Address: Street Address:

City: State: Zip: Phone:

Owner

Org Name: Year Established:

Billing Address: Street Address:

City: State: Zip: Phone:

Project Bond Info - If Project is Bonded, please provide a copy

Bonding Company: Address:

City: State: Zip: Phone:

Bond No.: Underwriter: Fax:

Lawrence Scott Park Playground

Quote / Worksheet #2412-12361-02-02



To:

Nick Farline

City of Kennewick | Parks, Recreation & Facilities Director

O: 509.585.4544 | C: 509.378.5346

Nick.Farline@ci.kennewick.wa.us

Approved by _____

Date _____

PO# _____

Project Location:

Lawrence Scott Park

6020 W Quinault Ave.

Kennewick, WA 99336

Playground
Equipment
+ Surfacing
Design
Concept

Date	Lead Time	Terms	Quoted By
December 9, 2024	~16 weeks	see attached	Chris Donahue 206.932.6366

LANDSCAPE STRUCTURES EQUIPMENT

1181959-02-02	Playground Equipment per attached itemized quote #1181959-02-02 Manufactured by Landscape Structures		\$ 275,640.00

PLAYGROUND INSTALLATION

PLAY INSTALL	Installation of Playground Equipment per attached itemized quote #1181959-02-02 on a prepped site by certified and factory trained, locally-based installation crew		\$ 141,899.47

PLAYGROUND GRASS SAFETY SURFACING

8,580	Square Feet	ForeverLawn Playground Grass Ultra (Green & Florida Blue) 2" Safety Pad Pro (8FT CFH over aggregate base). Envirofill Infill per product specifications. Composite edge nailer boards. Also, all associated and required items that accompany this.	\$ 19.31	\$ 165,715.00
	(Materials Required)			
		The professional and timely installation of the ForeverLawn system. This includes installing the safety pad, trimming around existing structures and obstacles, seaming of product and edging.		\$ 40,088.40
Sourcewell Contract #010521-LSI [City of Kennewick ID# 26906] Pricing Discount				\$ (22,051.20)

Issue Purchase Order to:

Landscape Structures, Inc.

attention: **Misty Link**

601 - 7th Street South

Delano, MN 55328-0198

mistylink@playlsi.com

763.972.5591



Send Purchase Order for processing: to:

PlayCreation, Inc.

attention: **Chris Donahue**

2104 SW 152nd Street, ste 1

Burien, WA 98166

chris@PlayCreation.com

206.932.6366

Project Total	\$ 601,291.67
Freight	\$ 36,675.09
Tax 8.7%	\$ 55,503.11
Total	\$ 693,469.87
Bond	\$ 20,804.10
Tax 8.7%	\$ 1,809.96
Total	\$ 716,083.92



Itemized Quote

Date: 12/09/2024
By: Chris Donahue
Project: Lawrence Scott Park

Organization: PlayCreation, Inc
Contact: chris@playcreation.com | 206.932.6366

Design No: 1181959-02-02
Location: Kennewick, Washington

PlayBooster and Forma (5-12 years)						
PHASE-1 Direct Bury Mixed Material			UNIT		TOTAL	
QTY	NO.	DESCRIPTION	WEIGHT (lb)	PRICE (US \$)	WEIGHT (lb)	PRICE (2025)
PlayBooster®						
Bridges & Ramps						
1	156230A	Bridge w/Guardrails w/Curbs			404.0	5,085.00
1	111345A	Bridge/Ramp Transition Bracket			21.0	395.00
1	120325A	Ramp Berm Exit Plate Concrete Wall			30.0	550.00
2	156232A	Ramp w/Guardrails w/Curbs Meets ASTM	435.0	5,635.00	870.0	11,270.00
Climbers Other						
1	219509A	GeoPlex Climber 48"Dk			64.0	1,280.00
1	302748A	Vine Climber 8"Dk to 96"Dk DB Only			296.0	9,670.00
Climbers W/Permalene Handholds						
1	122914A	Loop Arch 40"Dk DB			76.0	1,855.00
1	229831A	Shockwave Climber 96" Deck DB			314.0	4,045.00
1	116247D	Vertical Ladder - Panel 48"			67.0	1,725.00
Decks						
4	178710A	Hexagon Tenderdeck	285.0	3,925.00	1140.0	15,700.00
2	121948A	Kick Plate 8"Rise	13.0	150.00	26.0	300.00
3	111231A	Triangular Tenderdeck	62.0	1,060.00	186.0	3,180.00
1	119646A	Tri-Deck Extension			51.0	1,030.00
Enclosures						
2	191031A	Accessible Panel Curb	5.0	145.00	10.0	290.00
1	160694A	Barrier With Infill Panel			32.0	825.00
1	164094A	Bongo Reach Panel Above Deck			37.0	1,195.00
2	115223A	Bubble Panel Above Deck	38.0	1,135.00	76.0	2,270.00
1	218172A	DigiFuse Barrier Panel w/Medallions Above Deck Animal Tracks Medallion Set - 000000042			43.0	2,555.00
4	127953A	Handhold Panel Set	24.0	370.00	96.0	1,480.00
1	129043A	Image Reach Panel Above Deck			53.0	1,230.00
2	120314A	Wire Barrier Above Deck	38.0	915.00	76.0	1,830.00
Motion & More Fun						
1	120901A	Grab Bar			5.0	255.00
Overhead Events						
1	142890A	2"90* Horizontal Ladder DB			114.0	2,535.00
1	193170A	LolliLadder w/2 E-Pods			81.0	3,370.00
Posts						
6	111404E	116"Alum Post DB	29.0	415.00	174.0	2,490.00
1	111404D	124"Alum Post DB			30.0	475.00
6	111404Z	182"Steel Post DB 44" Bury	105.0	620.00	630.0	3,720.00

Itemized Quote

Date: 12/09/2024
By: Chris Donahue
Project: Lawrence Scott Park

Organization: PlayCreation, Inc
Contact: chris@playcreation.com | 206.932.6366

Design No: 1181959-02-02
Location: Kennewick, Washington

PlayBooster and Forma (5-12 years)						
PHASE-1 Direct Bury Mixed Material			UNIT		TOTAL	
QTY	NO.	DESCRIPTION	WEIGHT (lb)	PRICE (US \$)	WEIGHT (lb)	PRICE (2025)
4	111404J	76"Alum Post DB	19.0	345.00	76.0	1,380.00
4	111404I	84"Alum Post DB	21.0	360.00	84.0	1,440.00
5	111404H	92"Alum Post DB	23.0	370.00	115.0	1,850.00
Slides						
1	123333A	Rollerslide 40"Dk DB			364.0	10,090.00
1	222708B	WhooshWinder Slide 96"Dk DB ¹			283.0	6,475.00
Tunnels						
1	122589B	Offset Crawl Tunnel 16"Offset Deck To Ground			104.0	4,340.00
Forma™ Climbers						
1	307436A	Footprint Balance Beam DB			47.0	585.00
1	307421A	Fortress Multi-Climber DB			1827.0	52,335.00
Slides						
1	307427A	Forma Alpine Slide DB			1735.0	30,510.00
Freestanding Play Climbers						
2	158997A	Pod Climber 10" DB	13.0	370.00	26.0	740.00
2	120710A	Pod Climber 8" DB	12.0	370.00	24.0	740.00
Custom						
1	CP020403	OCEAN SALMON DIGIRIDER® SIT ON DB Art by LSI			89.0	2,605.00
Motion & More Fun						
2	247189A	Chill Spinner DB	92.0	2,740.00	184.0	5,480.00
1	295695A	ReviWheel Spinner DB Only			177.0	6,650.00
Shade						
2	267724H	SkyWays Single Post Hypar 12'x12' Shade 14' Entry Height w/Rapid Release ¹	390.0	7,445.00	780.0	14,890.00
Signs						
1	182503C	Welcome Sign (LSI Provided) Ages 5-12 years Direct Bury			24.0	0.00

Smart Play (2-5 years)						
PHASE-1 Direct Bury Aluminum			UNIT		TOTAL	
QTY	NO.	DESCRIPTION	WEIGHT (lb)	PRICE (US \$)	WEIGHT (lb)	PRICE (2025)
Smart Play®						

Itemized Quote

Date: 12/09/2024
By: Chris Donahue
Project: Lawrence Scott Park

Organization: PlayCreation, Inc
Contact: chris@playcreation.com | 206.932.6366

Design No: 1181959-02-02
Location: Kennewick, Washington

Smart Play (2-5 years)						
PHASE-1 Direct Bury Aluminum			UNIT		TOTAL	
QTY	NO.	DESCRIPTION	WEIGHT (lb)	PRICE (US \$)	WEIGHT (lb)	PRICE (2025)

Custom

1	CP026319	CHALET STRUCTURE COLORABLE DB No modifications allowed. Aluminum posts, Steel roof posts. GripX decks, pod transfer, belt climber, GFRC log stepper, Digifuse seek and find, window, binoculars, marbles, RPL ladder climb, double slide, storefront with ring-a-bell, slider rail, e-pod seat, mink and cedar RPL, tan rope, natural permalene			2070.0	39,530.00
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Freestanding Play

Custom

1	CP020403	OCEAN SALMON DIGIRIDER® SIT ON DB Art by LSI			89.0	2,605.00
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Motion & More Fun

2	233059B	DigiRider Bear DB	85.0	1,830.00	170.0	3,660.00
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Signs

1	182503A	Welcome Sign (LSI Provided) Ages 2-5 years Direct Bury			24.0	0.00
---	---------	---	--	--	------	------

Freestanding Play (2-12 years)						
PHASE-1 Direct Bury Aluminum			UNIT		TOTAL	
QTY	NO.	DESCRIPTION	WEIGHT (lb)	PRICE (US \$)	WEIGHT (lb)	PRICE (2025)

Freestanding Play

Swings

1	221292A	5" Arch Swing Frame 8' Beam Height Only			204.0	3,665.00
1	221293A	5" Arch Swing Frame Additional Bay 8' Beam Height Only			124.0	2,230.00
2	174018A	Belt Seat ProGuard Chains for 8' Beam Height	8.0	165.00	16.0	330.00
1	177352C	Full Bucket Infant Seat ProGuard Chains for Toddler Swing			13.0	340.00
2	176038A	Full Bucket Seat ProGuard Chains for 8' Beam Height	14.0	465.00	28.0	930.00
1	177337A	Toddler Swing Add-On Beam			31.0	670.00

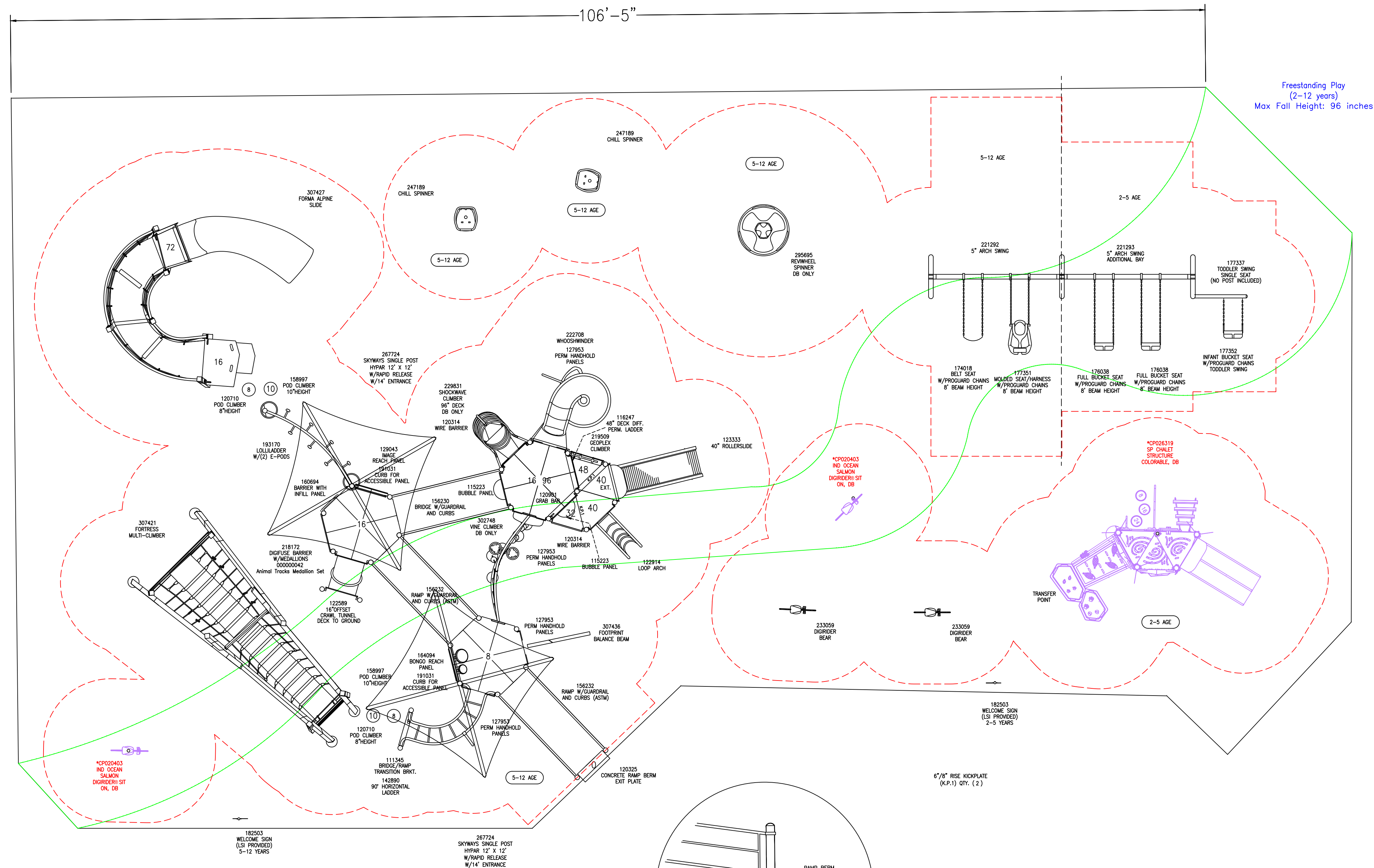
Itemized Quote

Date: 12/09/2024
By: Chris Donahue
Project: Lawrence Scott Park

Organization: PlayCreation, Inc
Contact: chris@playcreation.com | 206.932.6366

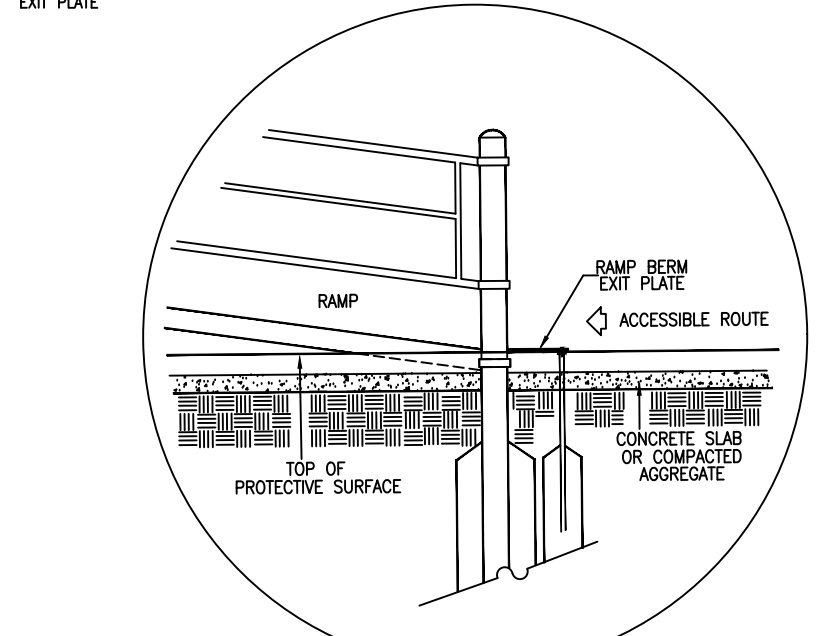
Design No: 1181959-02-02
Location: Kennewick, Washington

SUMMARY		CONCRETE (cu-ft)	FOOTINGS (count)	LABOR (hours)	WEIGHT (lb)	PRICE (2025)
PlayBooster and Forma (5-12 years) PHASE-1		179.0	91	192.0	10,941.0	220,715.00
Total Safety Zone Area = 5225 sq. ft.						
Smart Play (2-5 years) PHASE-1		36.1	24	6.8	2,353.0	45,795.00
Total Safety Zone Area = 5225 sq. ft.						
Freestanding Play (2-12 years) PHASE-1		11.3	6	14.3	416.0	8,165.00
Total Safety Zone Area = 1580 sq. ft.						
ALL PHASES	PlayBooster®	77.2	43	81.3	6,028.0	106,180.00
	Forma™	80.3	37	99.0	3,609.0	83,430.00
	Freestanding Play	42.1	21	32.8	2,003.0	45,535.00
	Smart Play®	26.8	20		2,070.0	39,530.00
	Total	226.4	121	213.0	13,710.0	274,675.00



PlayBooster and Forma
(5-12 years)
Max Fall Height: 96 inches

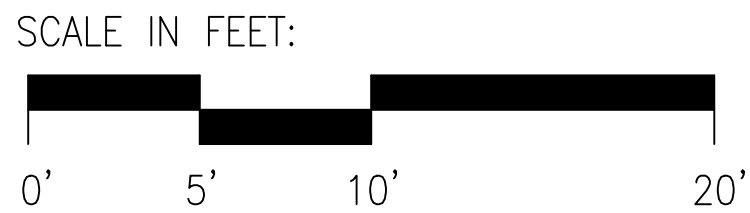
TOTAL ELEVATED PLAY COMPONENTS	16		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	8	REQUIRED	8
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	2	REQUIRED	0
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	10	REQUIRED	0
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	5	REQUIRED	



SUGGESTED RAMP BERM EXIT PLATE
8"/12" DECK TO GRADE/DB/RESILIENT SURFACING INSTALLATION
REFER TO RAMP BERM EXIT PLATE INSTALLATION SHEET

Smart Play
(2-5 years)
Max Fall Height: 48 inches

TOTAL ELEVATED PLAY COMPONENTS	8		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	8	REQUIRED	4
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	10	REQUIRED	3
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	6	REQUIRED	6



Lawrence Scott Park
Playground Design Concept
Kennewick, WA

Landscape Structures
PlayCreation, Inc.
Conner Mullan

SYSTEM TYPE:
PlayBooster

DRAWING #:
1181959-02-02



The play components identified on this plan are IPEMA certified. (Unless model number is preceded with *) The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit www.ipema.org

NOTE: THE SKYWAYS SINGLE POST HYPAR IS NOT IPEMA CERTIFIED
THIS PLAY AREA & PLAY EQUIPMENT IS DESIGNED FOR AGES 2-12 YEARS UNLESS OTHERWISE NOTED ON PLAN.

IT IS THE MANUFACTURERS OPINION THAT THIS PLAY AREA DOES CONFORM TO THE A.D.A. ACCESSIBILITY STANDARDS, ASSUMING AN ACCESSIBLE PROTECTIVE SURFACING IS PROVIDED, AS INDICATED, OR WITHIN THE ENTIRE USE ZONE.

THIS CONCEPTUAL PLAN WAS BASED ON INFORMATION AVAILABLE TO US. PRIOR TO CONSTRUCTION, DETAILED SITE INFORMATION INCLUDING SITE DIMENSIONS, TOPOGRAPHY, EXISTING UTILITIES, SOIL CONDITIONS, AND DRAINAGE SOLUTIONS SHOULD BE OBTAINED, EVALUATED, & UTILIZED IN THE FINAL DESIGN. PLEASE VERIFY ALL DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND LOCATION OF ALL EXISTING UTILITIES, EQUIPMENT, AND SITE FURNISHINGS PRIOR TO ORDERING. SLIDES SHOULD NOT FACE THE HOT AFTERNOON SUN.

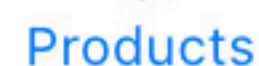
CHOOSE A PROTECTIVE SURFACING MATERIAL THAT HAS A CRITICAL HEIGHT VALUE TO MEET THE MAXIMUM FALL HEIGHT FOR THE EQUIPMENT (REF. ASTM F1487 STANDARD CONSUMER SAFETY PERFORMANCE SPECIFICATION FOR PLAYGROUND EQUIPMENT FOR PUBLIC USE, SECTION 8 CURRENT REVISION). THE SUBSURFACE MUST BE WELL DRAINED. IF THE SOIL DOES NOT DRAIN NATURALLY IT MUST BE TILED OR SLOPED 1/8" TO 1/4" PER FOOT TO A STORM SEWER OR A "FRENCH DRAIN".

AREA OF ACCESSIBLE/PROTECTIVE SURFACING (POURED-IN-PLACE SUGGESTED)

DESIGNED BY:
JAG

COPYRIGHT: 12/6/24
LANDSCAPE STRUCTURES INC.
601 7th STREET SOUTH
DELANO, MINNESOTA 55328
PH: 888-438-6574
playlsi.com

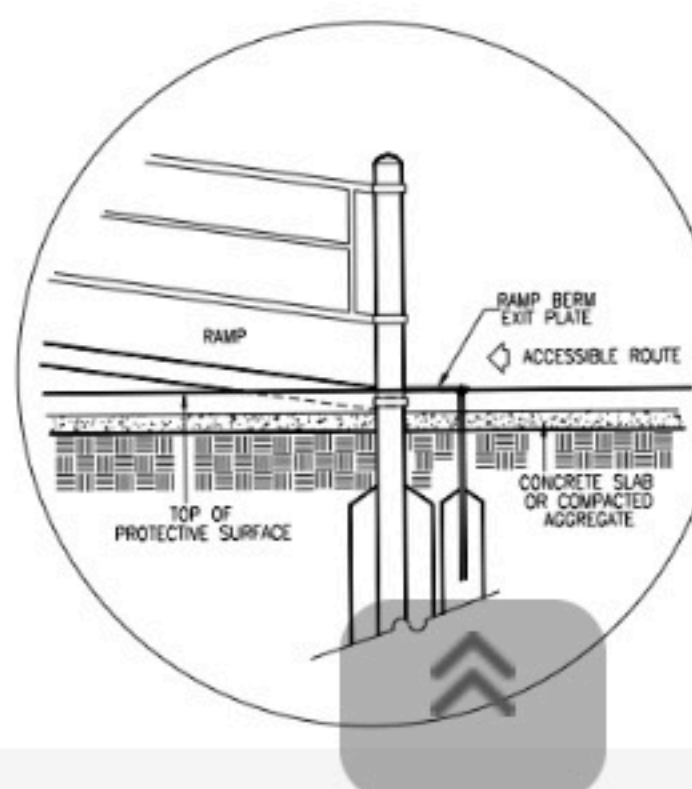
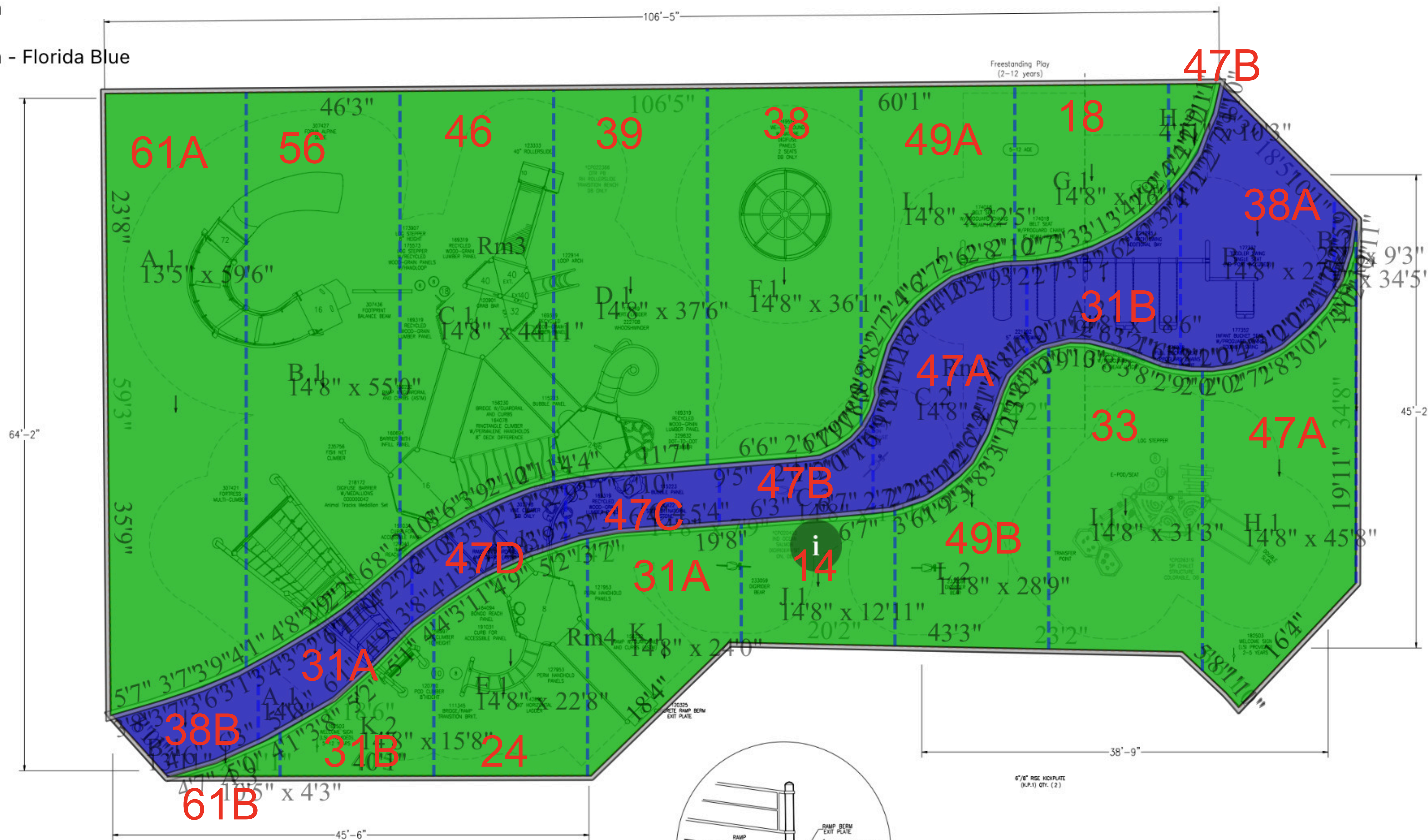
2/23/24	1181959-02-01	JAG
Date	Previous Drawing #	Initials



2" SafetyFoam Pro

PG Ultra

PG Ultra - Florida Blue



5-12 AGE

TOTAL ELEVATED PLAY COMPONENTS	17		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	11	REQUIRED	9
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	2	REQUIRED	0

2-5 AGE

TOTAL ELEVATED PLAY COMPONENTS	5		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	5	REQUIRED	2



The play components identified on this page are IPEMA certified. (Unless model number is preceded with *) The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit www.ipema.org

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DESIGNED FOR AGES 2-12 YEARS
UNLESS OTHERWISE NOTED ON PLAN.

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DESIGNED BY:

JAG

COPYRIGHT: 2/23/24

LANDSCAPE STRUCTURES, INC.

601 7th STREET SOUTH - P.O. BOX 19
DELAND, FLORIDA 33536

t: 1-800-328-0035 FAX: 1-763-972-609

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Roll	Cut	Cut	list
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Landscape Structures Inc. ("Manufacturer") warrants that all playstructures and/or equipment sold will conform in kind and in quality to the specifications manual for the products identified in the Acknowledgment of Order and will be free of defects in manufacturing and material. Manufacturer further warrants:

100-Year Limited Warranty On all PlayBooster® and PlayShaper® aluminum posts, stainless steel fasteners, clamps, beams and caps against structural failure due to corrosion/natural deterioration or manufacturing defects, and on PlayBooster steel posts against structural failure due to material or manufacturing defects.

15-Year Limited Warranty On all Evos® and Weevos® steel arches, all plastic components (including TuffTimbers™ edging), all aluminum and steel components not covered above, Mobius® climbers, Rhapsody® Outdoor Musical Instruments, decks and TenderTuff™ coatings (except Wiggle Ladders, Chain Ladders and Swing Chain) against structural failure due to material or manufacturing defects.

10-Year Limited Warranty On concrete products against structural failure due to natural deterioration or manufacturing defects. Does not cover minor chips, hairline cracks or efflorescence.

8-Year Limited Warranty On Aeronet® climbers and climbing cables against defects in materials or manufacturing defects.

5-Year Limited Warranty On Rhapsody cables and mallets against defects in materials or manufacturing defects and on polycarbonate panels against defects in materials or manufacturing defects.

3-Year Limited Warranty On all other parts, i.e. Pulse® products, all swing seats and hangers, all swing chain and cables, ZipKrooz® cables, Track Ride trolleys and bumpers, Mobius Climber handholds, Wiggle Ladders, Chain Ladders, all rocking equipment including Sway Fun® gliders, belting material, LSI Flexx™ flexible cable netting, HeathBeat® resistance mechanisms, Seesaws, etc., against failure due to corrosion/natural deterioration or manufacturing defects.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards (457 meters) of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

This warranty does not include any cosmetic issues or wear and tear from normal use of the product, or misuse or abuse of the product. It is valid only if the playstructures and/or equipment are erected to conform with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.



2024 Play Equipment Warranty

You have our word.

All the warranties commence on date of Manufacturer's invoice. Should any failure to conform to the above express warranties appear within the applicable warranty period, Manufacturer shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such nonconformity either by repairing any defective part or parts, or by making available a replacement part within 60 days of written notification. Manufacturer shall deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts, the installation of any replacement part or parts or for disposal costs of any part or parts. Replacement parts will be warranted for the balance of the original warranty.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

The remedies hereby provided shall be the exclusive and sole remedies of the purchaser. Manufacturer shall not be liable for any direct, indirect, special, incidental or consequential damages.

Manufacturer neither assumes nor authorizes any employee, representative or any other person to assume for Manufacturer any other liability in connection with the sale or use of the structures sold, and there are no oral agreements or warranties collateral to or affecting this agreement. The warranties stated above are valid only if the structures and/or equipment are erected in conformance with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.; have been subjected to normal use for the purpose for which the goods were designed; have not been exposed to saltwater or salt spray; have not been subject to misuse, negligence, vandalism, or accident; have not been subjected to addition or substitution of parts; and have not been modified, altered, or repaired by persons other than Manufacturer or Manufacturer's designees in any respect which, in the judgement of Manufacturer, affects the condition or operation of the structures.

To make a claim, send your written statement of claim, along with the original job number or invoice number to: Landscape Structures Inc. 601 7th Street South, Delano, Minnesota, 55328-8605.

Signed:  President Date: 01/01/2024





Terms of Sale

PRICING: Landscape Structures' list prices do not include delivery and handling charges. Prices are subject to change without notice.

TERMS: To tax-supported institutions and those with established credit: net 30 days from the date of the invoice. 1.5% per month thereafter; freight charges are prepaid and applied to the invoice.

TAXES: Landscape Structures' list prices do not include applicable taxes, if any.

WEIGHTS: Weights are approximate and may vary.

DELIVERY: If delivery of the equipment is by common carrier, and there is damage or a shortage, notify the carrier at once and sign delivery documents provided by the carrier noting the damage or shortage. Most products are delivered on large pallets and will require a forklift or similar equipment to unload as a unit on the site.

INSTALLATION: All playstructures and/or equipment are delivered unassembled and packaged with recyclable materials. For a list of factory-certified installers in your area, please contact your Landscape Structures playground consultant.

SERVICE: We have knowledgeable, qualified playground consultants throughout the world who are available to help you before, during and after the sale. Landscape Structures has exclusive design software that features all of our parts and pieces in pull-down menus. With this software, your playground consultant can design a playground layout that meets not only your needs, but ASTM and CPSC standards as well. In addition, we have a full staff of CPSI-certified designers, along with 2D and 3D drawing capabilities and custom capabilities to assist you with your playground plans.

RETURN POLICY: As an indication of our commitment to our customers, Landscape Structures will accept returns of new structures and/or new equipment purchased within 60 days of the original invoice date. Advance notification is necessary to ensure proper credit. Parts not included in this return policy are custom parts (including PlayShaper® posts), as well as used or damaged parts. A 20% restock fee plus all return freight charges will apply to all product returns. NOTE: All parts are subject to inspection upon return. Parts returned damaged may not receive a full credit. For this reason, it is important that all returned parts are properly packaged to prevent damage while in transit. Please contact your Landscape Structures playground consultant for the shipping address.

PRODUCT CHANGES: Because of our commitment to safety, innovation, and value, we reserve the right to change specifications at any time.

PLEASE CONTACT US AT:

Landscape Structures Inc.
601 7th St. South
Delano, MN 55328-8605
888.438.6574 (*inside the U.S.A.*)
763.972.5200 (*outside the U.S.A.*)
playlsi.com





Terms & Conditions {Page 1}

Installation Warranty

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

Product Warranty

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

Terms & Conditions

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

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

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

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

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

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

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

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



Grass without limits.®

Canyon Lakes Park Playground

Quote / Worksheet #2412-12560-01



To:

Nick Farline

City of Kennewick | Parks, Recreation & Facilities Director

O: 509.585.4544 | C: 509.378.5346

Nick.Farline@ci.kennewick.wa.us

Approved by _____

Date _____

PO# _____

Project Location:

Canyon Lakes Park

1601 Canyon Lakes Drive

Kennewick, WA 99336

Playground
+ Surfacing
SPRIG
Design
Concept

Date	Lead Time	Terms	Quoted By
December 3, 2024	~18 weeks	see attached	Chris Donahue 206.932.6366

LANDSCAPE STRUCTURES EQUIPMENT

	CP021770A	DTR SP Sprig DB Only Playground Equipment Manufactured by Landscape Structures in Delano, MN		\$ 34,380.00

PLAYGROUND INSTALLATION

	PLAY INSTALL	Installation of Playground Equipment SPRIG Structure on a preaped site by certified and factory trained, locally-based installation crew		\$ 21,480.62

PLAYGROUND GRASS SAFETY SURFACING

1,380	Square Feet	ForeverLawn Playground Grass Ultra. 1" SafetyFoam Pro (4Ft CFH over Concrete) 1"x12"x48" ADA Reducer Edge. Envirofill Infill per product specifications. Composite edge nailer boards. Also, all associated and required items that accompany this...	\$ 20.50	\$ 28,294.42
	(Materials Required)			
		The professional and timely installation of the ForeverLawn system. This includes installing the safety pad, trimming around existing structures and obstacles, seaming of product and edging.		\$ 14,319.80
Sourcewell Contract #010521-LSI [City of Kennewick ID# 26906] Pricing Discount				\$ (2,062.80)

Issue Purchase Order to:

Landscape Structures, Inc.

attention: **Misty Link**

601 - 7th Street South

Delano, MN 55328-0198

mistylink@playlsi.com

763.972.5591



Send Purchase Order for processing: to:

PlayCreation, Inc.

attention: **Chris Donahue**

2104 SW 152nd Street, ste 1

Burien, WA 98166

chris@PlayCreation.com

206.932.6366

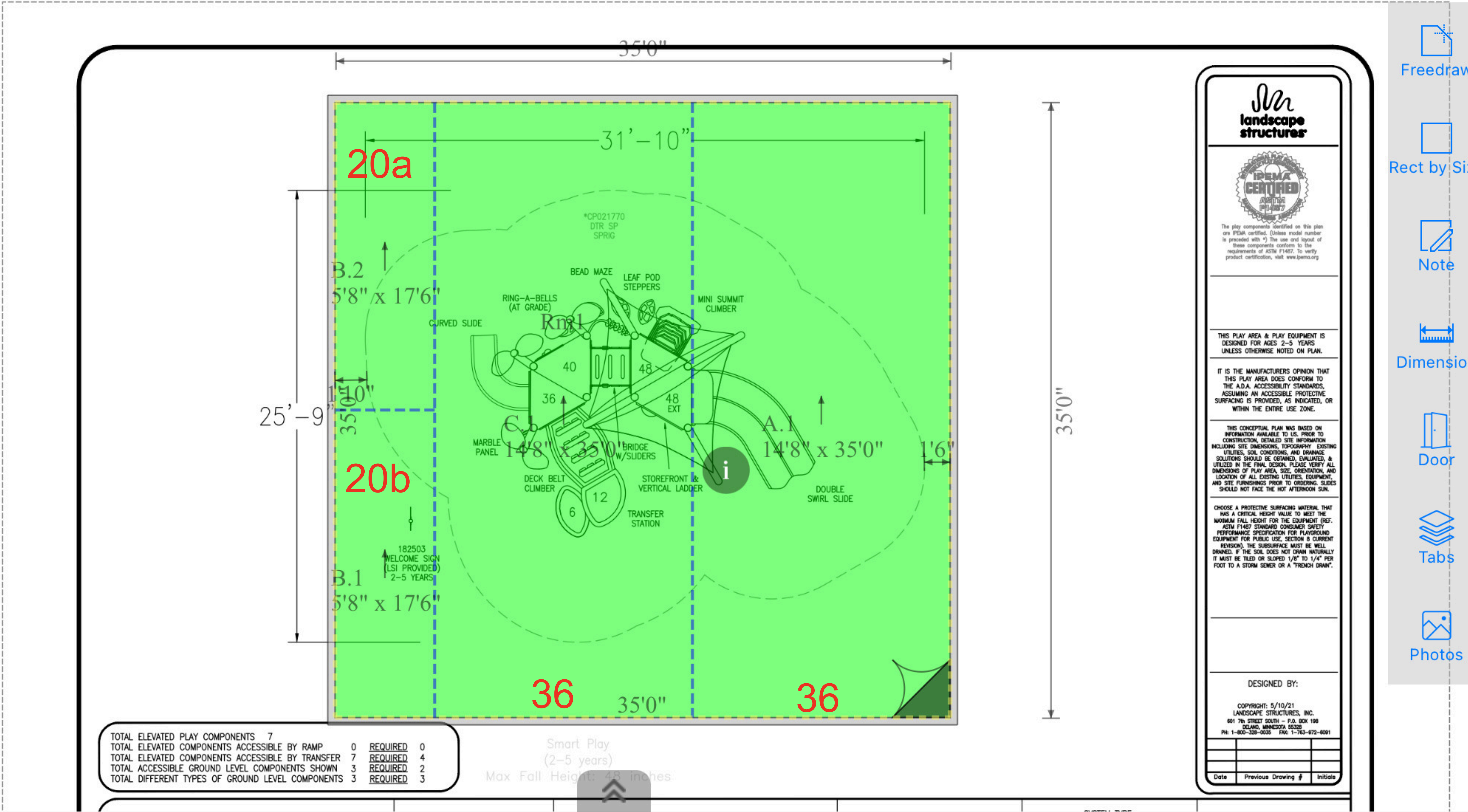
Project Total	\$ 96,412.04
Freight	\$ 9,248.35
Tax 8.7%	\$ 9,192.45
Total	\$ 114,852.84
Bond	\$ 3,445.59
Tax 8.7%	\$ 299.77
Total	\$ 118,598.19





- 1" SafetyFoam
- 1"x12"x48" ADA Reducer Edge
- PG Ultra

CANYON LAKE



- 📐

Freedraw
- 📏

Rect by Size
- 📝

Note
- 📏

Dimension
- 🚪

Door
- 📄

Tabs
- 🖼

Photos



Roll Cut Cut List

Landscape Structures Inc. ("Manufacturer") warrants that all playstructures and/or equipment sold will conform in kind and in quality to the specifications manual for the products identified in the Acknowledgment of Order and will be free of defects in manufacturing and material. Manufacturer further warrants:

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5-Year Limited Warranty On Rhapsody cables and mallets against defects in materials or manufacturing defects and on polycarbonate panels against defects in materials or manufacturing defects.

3-Year Limited Warranty On all other parts, i.e. Pulse® products, all swing seats and hangers, all swing chain and cables, ZipKrooz® cables, Track Ride trolleys and bumpers, Mobius Climber handholds, Wiggle Ladders, Chain Ladders, all rocking equipment including Sway Fun® gliders, belting material, LSI Flexx™ flexible cable netting, HeathBeat® resistance mechanisms, Seesaws, etc., against failure due to corrosion/natural deterioration or manufacturing defects.

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This warranty does not include any cosmetic issues or wear and tear from normal use of the product, or misuse or abuse of the product. It is valid only if the playstructures and/or equipment are erected to conform with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.



2024 Play Equipment Warranty

You have our word.

All the warranties commence on date of Manufacturer's invoice. Should any failure to conform to the above express warranties appear within the applicable warranty period, Manufacturer shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such nonconformity either by repairing any defective part or parts, or by making available a replacement part within 60 days of written notification. Manufacturer shall deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts, the installation of any replacement part or parts or for disposal costs of any part or parts. Replacement parts will be warranted for the balance of the original warranty.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

The remedies hereby provided shall be the exclusive and sole remedies of the purchaser. Manufacturer shall not be liable for any direct, indirect, special, incidental or consequential damages.

Manufacturer neither assumes nor authorizes any employee, representative or any other person to assume for Manufacturer any other liability in connection with the sale or use of the structures sold, and there are no oral agreements or warranties collateral to or affecting this agreement. The warranties stated above are valid only if the structures and/or equipment are erected in conformance with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.; have been subjected to normal use for the purpose for which the goods were designed; have not been exposed to saltwater or salt spray; have not been subject to misuse, negligence, vandalism, or accident; have not been subjected to addition or substitution of parts; and have not been modified, altered, or repaired by persons other than Manufacturer or Manufacturer's designees in any respect which, in the judgement of Manufacturer, affects the condition or operation of the structures.

To make a claim, send your written statement of claim, along with the original job number or invoice number to: Landscape Structures Inc. 601 7th Street South, Delano, Minnesota, 55328-8605.

Signed:  President Date: 01/01/2024





Terms of Sale

PRICING: Landscape Structures’ list prices do not include delivery and handling charges. Prices are subject to change without notice.

TERMS: To tax-supported institutions and those with established credit: net 30 days from the date of the invoice. 1.5% per month thereafter; freight charges are prepaid and applied to the invoice.

TAXES: Landscape Structures’ list prices do not include applicable taxes, if any.

WEIGHTS: Weights are approximate and may vary.

DELIVERY: If delivery of the equipment is by common carrier, and there is damage or a shortage, notify the carrier at once and sign delivery documents provided by the carrier noting the damage or shortage. Most products are delivered on large pallets and will require a forklift or similar equipment to unload as a unit on the site.

INSTALLATION: All playstructures and/or equipment are delivered unassembled and packaged with recyclable materials. For a list of factory-certified installers in your area, please contact your Landscape Structures playground consultant.

SERVICE: We have knowledgeable, qualified playground consultants throughout the world who are available to help you before, during and after the sale. Landscape Structures has exclusive design software that features all of our parts and pieces in pull-down menus. With this software, your playground consultant can design a playground layout that meets not only your needs, but ASTM and CPSC standards as well. In addition, we have a full staff of CPSI-certified designers, along with 2D and 3D drawing capabilities and custom capabilities to assist you with your playground plans.

RETURN POLICY: As an indication of our commitment to our customers, Landscape Structures will accept returns of new structures and/or new equipment purchased within 60 days of the original invoice date. Advance notification is necessary to ensure proper credit. Parts not included in this return policy are custom parts (including PlayShaper® posts), as well as used or damaged parts. A 20% restock fee plus all return freight charges will apply to all product returns. NOTE: All parts are subject to inspection upon return. Parts returned damaged may not receive a full credit. For this reason, it is important that all returned parts are properly packaged to prevent damage while in transit. Please contact your Landscape Structures playground consultant for the shipping address.

PRODUCT CHANGES: Because of our commitment to safety, innovation, and value, we reserve the right to change specifications at any time.

PLEASE CONTACT US AT:
Landscape Structures Inc.
601 7th St. South
Delano, MN 55328-8605
888.438.6574 (inside the U.S.A.)
763.972.5200 (outside the U.S.A.)
playlsi.com





Terms & Conditions {Page 1}

Installation Warranty

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

Product Warranty

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

Terms & Conditions

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

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

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

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

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

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

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

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



Grass without limits.®

Underwood Park Swings

Quote / Worksheet #2409-12497-01-02



To:

Rochelle Strader

City of Kennewick | Parks and Facilities Project Coordinator

O: 509.585.4525 | C: 509.619.2538

rochelle.strader@ci.kennewick.wa.us

Approved by _____

Date _____

PO# _____

Project Location:

Horse Heaven Hills Park

2020 W 7th Ave, Kennewick, WA 99336

Swing
Design
Concept

Date	Lead Time	Terms	Quoted By
November 7, 2024	~12 weeks	see attached	Chris Donahue 206.932.6366

PLAYGROUND EQUIPMENT

1189492-01-02	2-Bay Hedra Swing Equipment per attached itemized quote #189492-01-02 Manufactured by Landscape Structures		\$	9,720.00

PLAYGROUND INSTALLATION

Install 5-12	Installation of Swing Playground Equipment per attached itemized quote #189492-01-02 on a preaped site by certified and factory trained, locally-based installation crew		\$	4,620.00

PLAYGROUND GRASS SAFETY SURFACING

1,980	Square Feet	ForeverLawn Playground Grass Ultra	\$	22.35	\$	44,253.44
	(Materials Required)	2" SafetyFoam Pro (8Ft CFH over CCR) Envirofill Infill per product specifications. Composite edge nailer boards. Also, all associated and required items that accompany this (seaming tape, etc.)				
		The professional and timely installation of the ForeverLawn system. This includes installing the safety pad, trimming around existing structures and obstacles, seaming of product and edging.			\$	14,942.40

Sourcewell Contract #010521-LSI [City of Kennewick ID# 26906] Pricing Discount					\$	(583.20)
--	--	--	--	--	----	----------

Issue Purchase Order to:

Landscape Structures, Inc.

attention: **Misty Link**

601 - 7th Street South

Delano, MN 55328-0198

mistylink@playsi.com

763.972.5591



Send Purchase Order for processing to:

PlayCreation, Inc.

attention: **Chris Donahue**

2104 SW 152nd Street, ste 1

Burien, WA 98166

chris@PlayCreation.com

206.932.6366

Project Total	\$	72,952.64
Freight	\$	7,153.98
Tax 8.7%	\$	6,969.28
Total	\$	87,075.89
Bond	\$	2,612.28
Tax 8.7%	\$	227.27
Total	\$	89,915.44



Itemized Quote

Date: 11/07/2024
By: Chris Donahue
Project: Underwood Park

Organization: PlayCreation, Inc
Contact: chris@playcreation.com | 206.932.6366

Design No: 1189492-01-02
Location: Kennewick, WA

Freestanding Play (2-12 years)						
PHASE-1 Direct Bury Aluminum			UNIT		TOTAL	
QTY	NO.	DESCRIPTION	WEIGHT (lb)	PRICE (US \$)	WEIGHT (lb)	PRICE (2025)
Freestanding Play Swings						
2	174018A	Belt Seat ProGuard Chains for 8' Beam Height	8.0	165.00	16.0	330.00
2	176038A	Full Bucket Seat ProGuard Chains for 8' Beam Height	14.0	465.00	28.0	930.00
2	278557A	Hedra Swing Frame DB Only ¹	346.0	4,230.00	692.0	8,460.00
1	281067A	Hedra Swing Frame Spacer Set			10.0	0.00

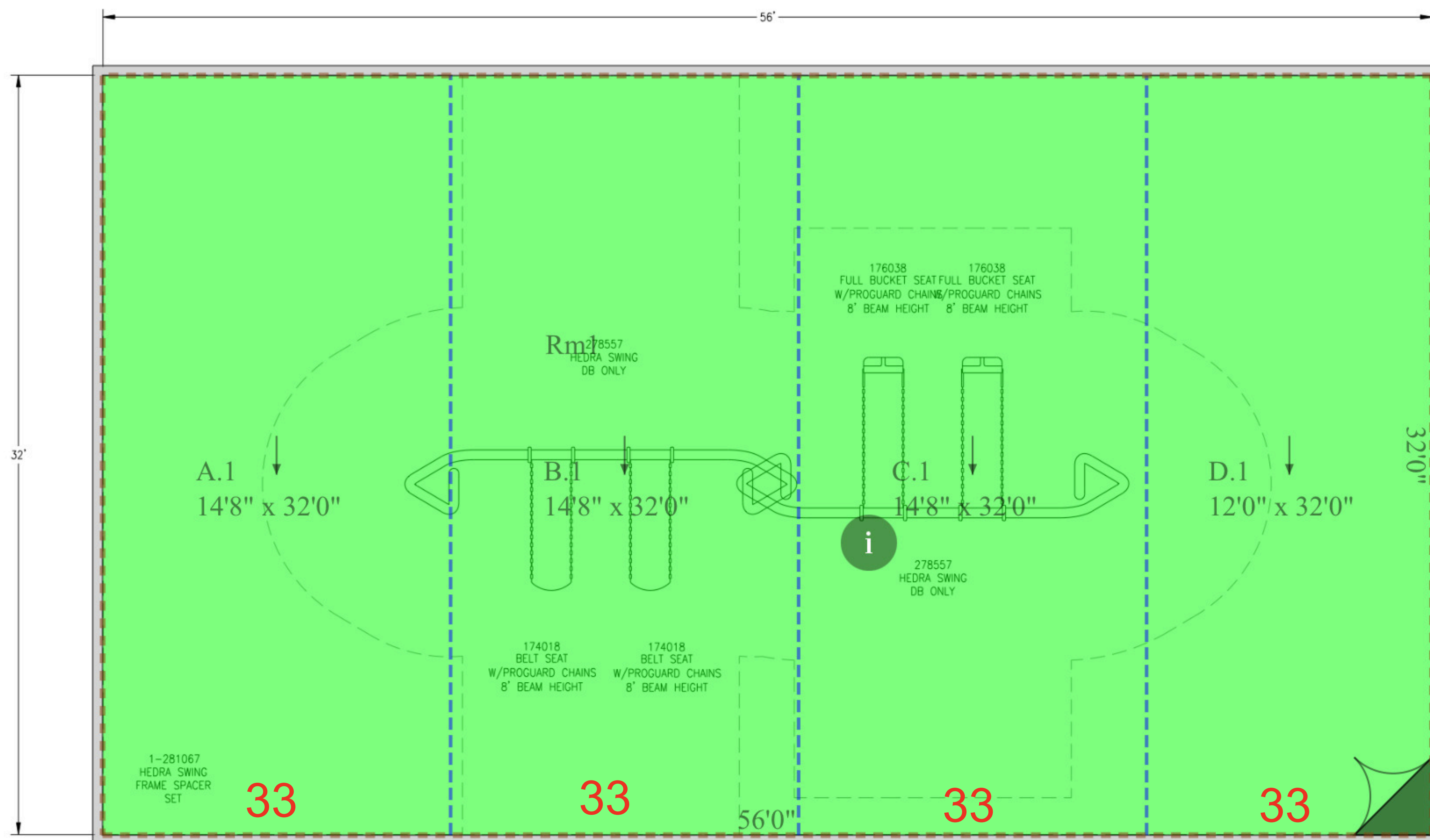
SUMMARY	CONCRETE (cu-ft)	FOOTINGS (count)	LABOR (hours)	WEIGHT (lb)	PRICE (2025)
Freestanding Play (2-12 years) PHASE-1	36.0	3	21.0	746.0	9,720.00
Total Safety Zone Area = 1539 sq. ft.					

ALL PHASES	Freestanding Play	36.0	3	21.0	746.0	9,720.00
	Total	36.0	3	21.0	746.0	9,720.00



UNDERWOOD

- 1/2 Brown Edger
- 2" SafetyFoam Pro
- PG Ultra



**landscap
structure**



The play components identified are IPEMA certified. (Unless marked with *) the use of these components conform to the IPEMA standards.

Note

THIS PLAY AREA & PLAY EQUIPMENT IS DESIGNED FOR AGES 5-12 UNLESS OTHERWISE NOTED

Dimension

IT IS THE MANUFACTURER'S RESPONSIBILITY TO PROVIDE THE DIMENSIONS OF THIS PLAY AREA DOES COMPLY WITH THE IPEMA STANDARD ASSUMING AN ACCESSIBLE SURFACING IS PROVIDED, AS WITHIN THE ENTIRE USE

Photos

THIS CONCEPTUAL PLAN WAS INFORMATION AVAILABLE TO US FOR CONSTRUCTION. DETAILED SITE INFORMATION, INCLUDING SITE DIMENSIONS, TOPOGRAPHY, UTILITIES, SURVEY DATA, AND SOLUTIONS SHOULD BE OBTAINED, UTILIZED IN THE FINAL DESIGN. PLANS, DIMENSIONS OF PLAY AREA, SIZE, LOCATION OF ALL EXISTING UTILITIES AND SITE FURNISHINGS PRIOR TO CONSTRUCTION SHOULD NOT FACE THE HOT AIR

Photos

CHOOSE A PROTECTIVE SURFACING HAS A CRITICAL HEIGHT VALUE MAXIMUM FALL HEIGHT FOR THE EQUIPMENT. THE EQUIPMENT SHALL MEET THE ASTM F1487 STANDARD CONSUMERS PERFORMANCE SPECIFICATION FOR EQUIPMENT FOR PUBLIC USE, SECTION 5.2 (REVISION). THE SUBSURFACE MUST BE DRAINED. IF THE SOIL DOES NOT DRAIN, IT MUST BE TILED OR SLOPED 1/8" FOOT TO A STORM DRAIN OR A " "

DESIGNED BY
CD
COPYRIGHT: 1/4/21
LANDSCAPE STRUCTURE



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Delano, MN 55328-8605
888.438.6574 (*inside the U.S.A.*)
763.972.5200 (*outside the U.S.A.*)
playlsi.com



Council Agenda Coversheet	Item Number: 4.f. Item Type: General Business Item Subject: Project Funding: Wastewater Treatment Plant Phase II (WWTP PH 2) Reallocation of Funding Sources Department: Public Works Project # P2209	Date: 12/17/2024 Category: Consent Agenda																
																		
<u>Recommendation</u> Staff recommends that City Council authorize the reallocation of project funding sources to utilize an additional \$791,665 of ARPA funds available.																		
<u>Motion for Consideration</u> Motion to authorize the reallocation of project funding sources to utilize an additional \$791,665 of available ARPA funds.																		
<u>Summary</u> On November 5, 2024, City Council approved the Waste Water Treatment Plant Phase 2 project for construction (Step 2) and accepted the guaranteed maximum price. As part of that approval, project funding sources were listed and included the use of \$1.0 million in American Rescue Plan Act (ARPA). In an effort to fully utilize additional ARPA funds that have yet to be obligated, in the amount of \$791,665. Those additional funds will be applied to the WWTP Ph2 project and reduce the funds necessary from the Sewer Enterprise Funds. Below is the original and reallocation of project funding sources.																		
<table><tr><td><u>11/5/24, Original Project Funding Sources</u></td><td><u>Reallocation of Project Funding Sources</u></td></tr><tr><td>\$29.1 million, State Revolving Fund (SRF)</td><td>\$29.1 million, State Revolving Fund (SRF)</td></tr><tr><td>\$3.7 million, additional SRF anticipated (10% rule)</td><td>\$3.7 million, additional SRF anticipated (10% rule)</td></tr><tr><td>\$4.3 million, Spring 2024 Budget Adjustment</td><td>\$4.3 million, Spring 2024 Budget Adjustment</td></tr><tr><td>\$1.6 million, Fall 2024 Budget Adjustment</td><td>\$1.6 million, Fall 2024 Budget Adjustment</td></tr><tr><td>\$1.0 million, American Rescue Plan Act (ARPA)</td><td>\$1,791,665 million, American Rescue Plan Act</td></tr><tr><td>(ARPA)</td><td></td></tr><tr><td>\$3.9 million, Sewer Enterprise Fund</td><td>\$3,108,335 million, Sewer Enterprise Fund</td></tr></table>			<u>11/5/24, Original Project Funding Sources</u>	<u>Reallocation of Project Funding Sources</u>	\$29.1 million, State Revolving Fund (SRF)	\$29.1 million, State Revolving Fund (SRF)	\$3.7 million, additional SRF anticipated (10% rule)	\$3.7 million, additional SRF anticipated (10% rule)	\$4.3 million, Spring 2024 Budget Adjustment	\$4.3 million, Spring 2024 Budget Adjustment	\$1.6 million, Fall 2024 Budget Adjustment	\$1.6 million, Fall 2024 Budget Adjustment	\$1.0 million, American Rescue Plan Act (ARPA)	\$1,791,665 million, American Rescue Plan Act	(ARPA)		\$3.9 million, Sewer Enterprise Fund	\$3,108,335 million, Sewer Enterprise Fund
<u>11/5/24, Original Project Funding Sources</u>	<u>Reallocation of Project Funding Sources</u>																	
\$29.1 million, State Revolving Fund (SRF)	\$29.1 million, State Revolving Fund (SRF)																	
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(ARPA)																		
\$3.9 million, Sewer Enterprise Fund	\$3,108,335 million, Sewer Enterprise Fund																	
<u>Alternatives</u> None recommended																		
<u>Fiscal Impact</u> An increase of \$791,665 additional ARPA funds and a decrease of Sewer Enterprise Funds by the same amount.																		
<u>Attachments:</u> None																		

Council Agenda Coversheet 	Item Number: 4.g. Date: 12/17/2024 Item Type: Contract/Agreement/Lease Subject: Interlocal Agreement: Work Crew Services with Benton County Department: Procurement Contract #24-027	Category: Consent Agenda
<u>Recommendation</u> Staff recommends that Council approve the work crew interlocal agreement with Benton County as presented. <u>Motion for Consideration</u> Motion to approve the work crew interlocal agreement as presented. <u>Summary</u> Prior to the COVID pandemic, the City of Kennewick had a work crew agreement in place with Benton County for many years. In 2023 the City and Benton County renewed that agreement which is now expiring. This agreement would renew automatically annually unless terminated by either party in writing. A work crew agreement provides an effective alternative to incarceration for minor, nonviolent crimes. Work crew placement will be available for incarceration sentences, deferred sentences, stipulated order of continuances, as well as fines. This is particularly important given our current diversion situation with possession of controlled substance laws. The City and Benton County recognize the benefit of the work crews and would like to continue their partnership with Benton County. Work crews will have the ability to provide assistance in many areas throughout the City. City departments will ensure this assistance is not in conflict with any bargaining unit. Some of this assistance includes the following: • Parks and facilities maintenance - Debris (leaves, weeds, pine needles, pine cones, etc) cleanup, garbage cleanup, picnic table cleaning, pickle ball and tennis court cleaning, assist in encampment clean up; • Greenway maintenance - Pull weeds, trim shrubs, cut back ornamental grasses, tumbleweed cleanup; • Event Support; • Ballfield Support; • Spreading of "Soft Fall" material in playgrounds; • Swimming pool cleanup for paint; • Assist with snow removal; • Zintel Canyon clean up; • Assist with cleanup in the Downtown Parkade area - including restroom janitorial, cleaning tree grates, clean curb lines, empty garbage cans, tree maintenance; • Assist with graffiti removal when appropriate. <u>Alternatives</u> None recommended <u>Fiscal Impact</u> The work crew services are included in the 2025/2026 adopted budget and are estimated to be approximately \$343K for the biennium.		
<u>Attachments:</u> 1. Agreement		

RESOLUTION 2024-0849

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AN INTERLOCAL AGREEMENT BETWEEN BENTON COUNTY AND THE CITY OF KENNEWICK FOR THE PROVISION OF A WORK CREW

WHEREAS, Judicial Courts believe that sentencing of offenders to work crews is an effective alternative to incarceration and the implementation of work crews in Benton County has proven to be in the best interest of taxpayers in Benton County; and

WHEREAS, the City of Kennewick would like to continue their partnership with Benton County work crew and has agreed to a new interlocal agreement; and

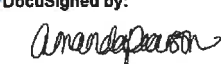
WHEREAS, The Chief of Corrections recommends entering into an Interlocal Agreement with the City of Kennewick for work crews; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the recommendation and approves the Interlocal Agreement for work crews with the City of Kennewick; and

BE IT FURTHER RESOLVED, this Interlocal Agreement shall commence immediately upon all signatures and renew annually, unless upon written termination; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman or Chairman Pro-Tem to sign the attached Interlocal Agreement between Benton County and the City of Kennewick.

Dated this 3rd day of December 2024.

Attest: 
34825A975E034CE...
Clerk of the Board

Jerome Delvin Absent
Chairman
DocuSigned by:

D0C8F57E34874E4...
Chairman Pro-Tem
DocuSigned by:

135887D784E74CF...
Commissioner

Constituting the Board of County
Commissioners of Benton County,
Washington

**INTERLOCAL AGREEMENT
FOR THE PROVISION OF WORK CREWS**

THIS AGREEMENT is entered into by and between Benton County through its courts and Benton County Corrections Department (hereinafter "County") and the City of Kennewick (hereinafter "City") for the purpose of having Benton County provide a work crew to the City.

WHEREAS, work crew provide an effective, alternative to incarceration, punishment option for offenders convicted of minor crimes; and

WHEREAS, alternatives to incarceration are cost effective, help reduce jail populations, provide benefit to the community and reduce recidivism; and

WHEREAS, the courts concur the sentencing of offenders to work crew is an effective punishment; and

WHEREAS, Chapters 9.92.130 and 9.92.140 of the revised Code of Washington provide for a work crew sentence for persons convicted of crimes; and

WHEREAS, individuals on the work crew can provide a benefit to the public; and

WHEREAS, the implementation of a work crew concept in Benton County has proven to be in the best interest of the taxpayers of Benton County; NOW, THEREFORE:

The parties mutually agree as follows:

1. Purpose of Agreement

The purpose of this agreement is to provide an alternative to incarceration when appropriate for non-violent offenders to reduce the need for additional jail facilities and provide useful public services. On approval of the courts, Benton County Prosecutor's Office, and the Benton County Corrections Department, certain misdemeanor and felony offenders may be considered for work crew service. Work crew placement shall be available for both incarceration sentences, deferred sentences, stipulated order of continuance, as well as fines.

2. Responsibilities of Benton County

a. The County, through its Courts and Benton County

Corrections Department, will provide transportation and supervision for all work crews unless otherwise agreed by the City and County.

- b. A County Corrections Officer will provide constant supervision of work crews and provide worksite instruction and direction to all participants to ensure a safe work environment and good project outcomes.
- c. The County will develop screening guidelines for offenders eligible for work crews. Included in the screening guidelines shall be a provision that the Judge sentencing an offender will indicate whether or not the offender is eligible to be placed on work crew for all or a portion of his/her sentence or one of the qualifying criminal justice resolutions found in section 1 of this agreement. The Judge shall also set a rate for reducing fines and court costs owed in relation to the work crew assignment.
- d. County will maintain a policy for the work crew that includes participant cost and responsibilities. All work crew participants will be required to agree to the terms of the Benton County Work Crew Program Acceptance Guidelines.
- e. Work crew participants are not exclusive to be City of Kennewick participants (i.e., a Benton County work crew participant may be assigned to the City of Kennewick work crew and a City of Kennewick work crew participant can be assigned to the Benton County work crew).
- f. City of Kennewick participants will take priority prior to selecting other participants from other jurisdictions.
- g. Any and all necessary documentation or paperwork regarding the work crew shall be provided by the County including a monthly invoice and associated spreadsheet identifying the administrative cost and daily work crew participation.
- h. The County shall identify and provide protective equipment and, or clothing needed to mitigate the effects of hazards. All work shall stop, and the crew shall withdraw from a work site if hazardous conditions or materials are discovered that cannot adequately be mitigated with protective equipment or clothing.
- i. The County will train work crew participants, and supervisory staff, regarding work to be performed and any

safety requirements specific to the work site and the use of any specialized equipment.

- j. In the event of work crew participant illness or injury related to work crew activities, County will provide appropriate first aid level of care. If necessary, emergency medical assistance will be called, or the participant will be transported to the nearest medical facility for treatment. County will pay all expenses related to treatment of offender and bill the City actual cost. The cost of treatment provided to participants beyond first aid level of care for any and all work related injuries will be paid in accordance with Title 51 RCW. The City's L&I account number will be the account number used by participants, County, and medical providers when reporting a participant's work-related injury.

3. Responsibilities of the City

The City shall have the following responsibilities under this agreement:

- a. Accept and utilize work crew for appropriate projects.
- b. Provide a minimum one-week, forward-looking schedule of work locations and task to the work crew Supervisor.
- c. Prior to contract execution, contact its L&I Account Manager to request and authorize the addition of Offender L&I Risk Classification 4908 to the City's L&I account. The City will provide County with a copy of the Rate Notice received from L&I that confirms the addition of Risk Classification 4908 to the City's L&I account. Each quarter, for work crew services provided to the City during the previous quarter, City will report to L&I the total number of offender hours worked and pay the total cost due for workers' compensation coverage directly to L&I for those offender hours.
- d. Discuss the work crew program with any collective bargaining units which may be affected. The parties to this agreement do not intend to supplant either permanently or temporarily work normally performed by full time municipal employees, and the impact of work crew shall be the responsibility of the City to discuss with their respective collective bargaining units.

4. Cost Agreement

- a. The City shall be solely responsible for the actual operational cost of the work crew program under bars code 0010.52.120.5232910.0000.xxxxx (or its successor) (e.g., wages, benefits, equipment, materials, dump fees, etc.). County shall bill the City the work crew program costs from the previous month no later than the 20th of each month. Thereafter, the City shall have thirty (30) days to remit payment to the County. December actual expenditures will be billed in February due to annual accruals.
- b. Expenditures are not tied to usage. If the work crew is inactive (i.e., not going out daily due to extreme heat, or lack of available offenders), this does not create a credit or any decrease in responsibility for expenditures.
- c. In addition to the amounts owed under Section 4.a. and 4.b. above, the City shall pay a monthly Administration Fee in the amount of five percent (5%) of the expenditures in the prior month from the Benton County Corrections Budget and under bars code 0010.52.120.5232910.0000.xxxxx (or its successor).

5. Administration

The County and the City shall designate a representative to administer this agreement. Each party to the contract will notify the other party as to who the designated representative is.

For City: Erin Erdman, City Manager
P.O. Box 6108
Kennewick, WA 99336

For County: Kasey Kist, Jail Lieutenant
7122 W Okanogan Pl. Suite B110
Kennewick, WA 99336
Phone: (509) 460-4938
Email: Kasey.Kist@co.benton.wa.us

6. Effective Date

This agreement shall be effective as of the date of execution by both parties.

7. Duration

This agreement is hereby renewed and shall automatically renew annually on January 1st thereafter unless terminated by either

party as required in Section 8. Termination.

8. Termination

At the election of any party, this agreement may be terminated with or without cause upon the giving of thirty (30) days' written notice to the other party or parties.

9. Indemnification/Hold Harmless

Each of the parties to this agreement shall indemnify and hold harmless the other party for its actions pursuant to this agreement. In the event any claim, suit or judgement is instituted pursuant to the activity under this agreement, each of the parties will be responsible for the defense and payment of any claim for their own actions under this agreement. Each party to this agreement agrees to accept the work performed by the offenders on work crew and neither party guarantee to the other party any work so performed.

10. Modifications

Any modification to this agreement shall be in writing and signed by both parties.

11. Integration

This agreement contains all the terms and conditions agreed by both parties regarding the work crew for the City. No understanding, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or bind any of the parties hereto.

~ This section was intentionally left blank ~

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly constituted legal representatives, and it is effective on the last date signed.

Dated: 12/3/2024

Dated: _____

Benton County, Washington

City of Kennewick

DocuSigned by:
Michael Alvarez
By: _____
Chairman or Chairman Pro-Tem
Benton County Commissioner

By: _____
Erin Erdman,
City Manager

Date: 12/3/2024

Date: _____

DocuSigned by:
Amanda Pearson
34825A975E034CE...
Amanda Pearson
Clerk to the Board

ATTEST:

Krystal Townsend,
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Signed by:
Galt Pettett
06C933EE76FE4F2...
Galt Pettett,
Civil Departmental
Prosecuting Attorney

Laurencio Sanguino,
City Attorney

Date Signed: 11/21/2024

Date Signed: _____

Commissioners' Agenda Action Sheet



Meeting Date: December 3, 2024
Subject: Interlocal Agreement with City of Kennewick for Work Crews
Presenter: n/a
Prepared By: Mary Flink
Reviewed By: PA, Procurement, BCCD
PA Review: **Approved:** Yes **Denied:** No **N/A:** No
(If denied, include reasoning)

Type of Agenda Item: Consent Agenda

Summary / Background Information

Work crews provide an effective alternative for offenders convicted of minor crimes. Work Crews are cost-effective, reduce recidivism, help reduce jail populations, and provide benefits to the community. The courts believe the sentencing of offenders to work crew is an effective punishment, and the implementation of a work crew concept in Benton County has proven to be in the best interest of the taxpayers in Benton County.

The City of Kennewick would like to continue their partnership with Benton County work crew through an Interlocal Agreement that would renew automatically annually, unless termination is otherwise requested in writing.

*****Agreement is out for signatures to the City of Kennewick*****

This is Agreement already exists but both parties are wanting to change the wording in the section defining "Duration", as stated above.

City of Kennewick has this Agreement going in front of their Board. As soon as it is signed by them and emailed to us I will upload the signed Agreement.

Fiscal Impact

No fiscal cost. The City of Kennewick will be solely responsible for the actual operation costs per the Agreement.

Recommendation

Approve as part of Consent Agenda.

Suggested Motion

I move to approve the attached Resolution and Interlocal Agreement between Benton County and the City of Kennewick for the provision of Work Crews.

Signatures Required on Agreements/Contracts

Resolution

Interlocal Agreement p. 6 "out for signature with the City of Kennewick"

Council Agenda Coversheet	Item Number: 4.h.	Date: 12/17/2024	Category: Consent Agenda								
	Item Type:	Contract/Agreement/Lease									
	Subject:	Acceptance of Work: 2024 Bituminous Surface Treatment (BST) Seal Coat Project									
	Department:	Public Works									
	Project #	P2402-24									
<u>Recommendation</u>											
Staff recommends Council accept the work of Tommer Construction Company for contract P2402-24, 2024 Bituminous Surface Treatment Seal Coat Project, in the amount of \$522,575.24.											
<u>Motion for Consideration</u>											
Motion to accept the work of Tommer Construction Company for contract P2402-24, 2024 Bituminous Surface Treatment Seal Coat Project, in the amount of \$522,575.24.											
<u>Summary</u>											
This project included the application of bituminous surface treatment (BST) seal coat for 3.9 miles of paved residential and arterial streets within the Kennewick city limits. All work and materials were in accordance with WSDOT Standard Specifications Section 5-02, except as modified, or supplemented by the contract special provisions. Work included: pavement patching of select areas for BST streets; pre-project sweeping by City crews; traffic control; covering and uncovering of utilities; removal of plastic pavement markings; supply, placement and removal of temporary flexible raised pavement markers; fog seal of pavement patches; constructing a single or multiple course BST; post project sweeping; sweeping sidewalks as required to remove any debris that results from the project; haul and disposal of picked up excess rock to a City-provided waste site; and application of fog seal, paint striping, and preformed thermoplastic pavement markings.											
This project had one change order to compensate for the costs associated with adding a HMA patch to fix a portion of Ridgeline Drive affected by a previous Kennewick Irrigation District (KID) project. KID was invoiced for these costs per an agreement made prior to the start of construction.											
Quantity changes included increases in 3 ½-Inch Asphalt Patching, and 8-Inch Pavement Lane Marking (White/Paint/Triple Shot).											
Quantity changes included decreases in Emulsified Asphalt CRS-2P, 3/8-Inch - #10 Aggregate, Crushed Surfacing Top Course (CSTC), Additional Brooming, Quick Setting Emulsified Asphalt Fog Oil, 4-Inch Pavement Lane Marking (Yellow/Paint/Triple Shot), and 4-Inch Pavement Lane Marking (White/Paint/Triple Shot).											
<table><tr><td>Original Contract</td><td>\$512,512.51</td></tr><tr><td>Change Orders</td><td>\$ 1,245.45</td></tr><tr><td>Quantity Changes</td><td>\$ 8,817.58</td></tr><tr><td>Total</td><td>\$522,575.54 (2.0% above the original contract)</td></tr></table>				Original Contract	\$512,512.51	Change Orders	\$ 1,245.45	Quantity Changes	\$ 8,817.58	Total	\$522,575.54 (2.0% above the original contract)
Original Contract	\$512,512.51										
Change Orders	\$ 1,245.45										
Quantity Changes	\$ 8,817.58										
Total	\$522,575.54 (2.0% above the original contract)										
<u>Alternatives</u>											
None recommended.											
<u>Fiscal Impact</u>											
Streets-Pavement Preservations (P3595300.563165): \$521,330.09											
KID Invoice: \$ 1,245.45											
<u>Attachments:</u>											
1. Vicinity Map											



P2402 2024 BST SEAL COAT



VICINITY MAP



PROJECT SITE LOCATION

Council Agenda Coversheet	Item Number: 4.i. Date: 12/17/2024 Item Type: Contract/Agreement/Lease	Category: Consent Agenda
	Subject: Interlocal Agreement and Roadway Easement with Benton County: Parcel # 124893000003001 Department: Public Works	
<u>Recommendation</u> Staff recommends Council approve the interlocal agreement and the easement as presented. <u>Motion for Consideration</u> Motion to approve the interlocal agreement and the public roadway easement between Benton County and the City of Kennewick for W 56th Ave within Parcel 124893000003001. <u>Summary</u> The City of Kennewick received an application for a 29 lot subdivision, South Hill Manors on parcel 124894000006000, where Columbia Basin Developers, LLC is planning to construct a City road, W 56th Ave., to serve this subdivision. The parcel 124894000006000 has an irregular shape consisting of two triangular sections of land connected by a narrow strip of land of approximately seventeen (17) feet in width, thus not sufficient for the construction of a City road and appurtenances. The Benton County Road Department owns parcel 124893000003001 where the northeast corner of the parcel divides the City parcel into two triangles. The City of Kennewick requested the County dedicate a portion of the County parcel to allow for a City road to cross the northeast corner of parcel 124893000003001 to provide continuity to City streets. The purpose of this Interlocal Agreement is to permit the City of Kennewick to own and maintain that portion of W 56th Avenue in the County-owned parcel as well as the maintenance of the dedicated road easement. The connecting roadway in unincorporated Benton County will be constructed to City standards and the road easement will be maintained by the City of Kennewick under the terms and conditions as further described herein. <u>Alternatives</u> No alternatives are recommended. <u>Fiscal Impact</u> There is an obligation to provide ongoing maintenance of this street and associated utilities.		
<u>Attachments:</u> 1. Agreement 2. Road Easment 3. Map		

**INTERLOCAL AGREEMENT BETWEEN
BENTON COUNTY AND THE CITY OF KENNEWICK
FOR THE CONNECTION OF W 56TH AVENUE THROUGH
BENTON COUNTY ROAD DEPARTMENT PARCEL 124893000003001**

THIS AGREEMENT is made and entered into by and between Benton County (hereinafter "the County") with its principal offices located at 620 Market Street, Prosser, Washington, 99350, by and for the Benton County Public Works Department, and the City of Kennewick (hereinafter "the City"), with its principal offices located at 210 W. 6th Avenue, Kennewick, Washington, 99336, by and for the City of Kennewick Public Works Department, pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

**ARTICLE I
PURPOSE**

- 1.01 **PURPOSE.** The City of Kennewick received an application for a subdivision, South Hill Manors on parcel 124894000006000, where there are plans to construct a city road, W 56th Ave., to serve 29 lots. The parcel 124894000006000 has an irregular shape consisting of two triangular sections of land connected by a narrow strip of land of approximately seventeen (17) feet in width, thus not sufficient for the construction of a city road and appurtenances. The Benton County Road Department owns parcel 124893000003001 where the northeast corner of the parcel divides the city parcel into two triangles. The City of Kennewick requested the County dedicate a portion of the County parcel to allow for a city road to cross the northeast corner of parcel 124893000003001 to provide continuity to city streets. The purpose of this Interlocal Agreement is to permit the City of Kennewick to own and maintain that portion of W 56th Avenue in the County owned parcel as well as the maintenance of the dedicated road easement, per Auditor's File Number (AFN) _____. The connecting roadway in unincorporated Benton County will be constructed to city standards and the road easement will be maintained by the City of Kennewick under the terms and conditions as further described herein.

**ARTICLE II
ADMINISTRATION AND ORGANIZATION**

- 2.01 **ADMINISTRATOR.** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.
- 2.02 The County's representative shall be the Public Works Director/County Engineer or their authorized designee.
- 2.03 The City's representative shall be the Public Works Director or their authorized designee.
- 2.04 This Agreement is entered into pursuant to Chapter 39.34.030(2) RCW as an interlocal agreement between the parties. Each party shall be solely responsible for all costs, materials, supplies, and services necessary for their performance under the terms of this Agreement. All property and materials secured by each party in the performance of this Agreement shall remain the sole property of that party. All funding incidental to the fulfillment of this Interlocal Agreement shall be borne by each party necessary for the

fulfillment of their responsibilities under the terms of this Agreement. No special budgets or funds are anticipated, nor shall be created incidental to, this Interlocal Cooperation Agreement. It is not the intention that a separate legal entity be established to conduct the cooperative undertakings, nor is the acquisition, holding, or disposing of any real or personal property anticipated under the terms of this Agreement.

ARTICLE III DURATION AND RENEWAL OF AGREEMENT

- 3.01 **DURATION AND RENEWAL.** This Agreement shall be effective when executed by both parties' authorized representatives and shall continue until the road and road easement are either annexed into the corporate boundaries of the City of Kennewick or vacated.
- 3.02 **SCOPE OF WORK.** The following shall be a division of responsibilities for the inspection, operation and maintenance of the road, appurtenances, and the public roadway easement as described in exhibit A and attached heron as part of this document. Costs for necessary labor, equipment and materials for each task shall be borne by the responsible party.

TASK	RESPONSIBLE PARTY	
	COUNTY	CITY
Plans Review	X	X
Construction Inspection/Testing		X
Setting Speed Limits		X
Pavement Maintenance		X
Road Signage Maintenance		X
Road Striping & Pavement Marking Maintenance		X
Snow and Ice Control		X
Vegetation/Litter Control & Maintenance (Public Roadway Easement)		X
Street Sweeping		X
Curb & Gutter Maintenance		X
Storm Drain System Maintenance		X
Street Light System Maintenance		X
Electrical Service Charges for Streetlights		X

Construction plans shall be jointly approved by the City Public Works Director and the County Engineer.

ARTICLE IV COMPENSATION

- 4.01 **COMPENSATION.** Each party is responsible for all cost, materials and services necessary to perform their portion of the above scope of work. In the event one party performs all or a portion of the other parties responsibility, with prior written approval or notification, the responsible party shall reimburse the other party based on the actual cost of labor, equipment rental, engineering, and/or materials used in the prosecution of the work involved; plus all costs for fringe benefits to labor, including, but not limited to: social security, retirement, industrial and medical aid costs, prorated sick leave, holidays and vacation time, and group medical insurance. In addition, thereto, a reasonable percent of the total costs may be added for overhead costs for accounting and billing and administrative services. A detailed calculation used to determine any overhead percentage claimed shall be provided on request by either party. Either party shall submit a certificate statement of the costs to the other or within thirty (30) days thereafter the other party shall pay the amount of said statement.

ARTICLE V PERFORMANCE OF AGREEMENT

- 5.01 **COMPLIANCE WITH ALL LAWS.** Each party shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the performance of this Agreement, including, without limitation, all those pertaining to wages and hours, confidentiality, disabilities, and discrimination.
- 5.02 **COMPLIANCE WITH STANDARDS AND SPECIFICATIONS.** All work shall be completed in accordance with the latest version of the City of Kennewick Standards and Specifications. If there is no local standard or specification for the work to be performed, the acting party shall comply with WSDOT standards and specifications. If there is no WSDOT standard or specification, the acting party may complete the work as it would its own property.
- 5.03 **MAINTENANCE AND AUDIT OF RECORDS.** Each party shall maintain books, records, documents, and other materials relevant to its performance under this Agreement. These records shall be subjected to inspection, review, and audit by either party or its designee, and the Washington State Auditor's Office. Each party shall retain all such books, records, documents, and other materials for the applicable retention period under federal and Washington law.
- 5.04 **ON-SITE INSPECTIONS.** Either party or its designee may evaluate the performance of this Agreement through on-site inspection to determine whether performance complies with the standards set forth in this Agreement, and in compliance with federal, state, and local laws, rules, regulations, and ordinances.
- 5.05 **TREATMENT OF ASSETS AND PROPERTY.** No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this Agreement.

- 5.06 **IMPROPER INFLUENCE**. Each party agrees, warrants, and represents that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.
- 5.07 **CONFLICT OF INTEREST**. The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.
- 5.08 **ASSIGNMENT AND SUBCONTRACTING**. No portion of this Agreement may be assigned or subcontracted to any other individual, firm, or entity without the express and prior written approval of both parties' authorized representatives. Any unauthorized attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement.

By signing below, the parties agree that the City may assign, delegate, or subcontract maintenance of that portion of Parcel No. 124893000003001 that it is liable to maintain, but which falls outside the roadway area to _____ [Developer Name]. Said portion subject to assignment under this Section 5.08 is legally described and depicted on Exhibit _____ attached hereto and incorporated herein by reference. The City acknowledges and agrees that it shall remain liable to observe and perform all of the conditions and obligations of this Agreement which it is bound to observe and perform regardless of any assignment, delegation, or subcontracting and that any assignment, delegation, or subcontracting shall require the assignee to observe the terms of this agreement and any law, rule, regulation, code, or ordinance applicable to said maintenance.

- 5.09 **NOTICE**. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice to the City shall be to:

*City of Kennewick
Public Works Director
PO Box 6108
Kennewick, WA 99336-0108*

Notice to the County, for all purposes under this Agreement, shall be to:

*Benton County
Public Works Director
620 Market Street
Prosser, Washington, 99350*

ARTICLE VI INDEMNIFICATION

- 6.01 **INDEMNIFICATION**. The County agrees to and shall defend, indemnify, and hold harmless the City, its appointed and elective officials, officers, agents, and employees, from and against all loss or expense, including, but not limited to: judgments, settlements, attorney's

fees, and costs by reason of any and all claims and demands upon the City, its elected or appointed officials, officers, agents, or employees for damages because of personal or bodily injury, including death, at any time resulting therefrom, sustained by any person or persons and on account of damage to property, including loss of use thereof, when such injury to persons or damage to property is due to the negligence of the County, its elected officials, officers, employees, or their agents, except when such injury or damage shall have been occasioned by the sole negligence of the City, its appointed or elected officials, officers, agents, or employees. It is further provided that no liability shall attach to the City by reason of entering into this Agreement, except as expressly provided herein.

The City agrees to and shall defend, indemnify, and hold harmless the County, its appointed and elective officials, officers, agents, and employees, from and against all loss or expense, including, but not limited to: judgments, settlements, attorney's fees, and costs by reason of any and all claims and demands upon the County, its elected or appointed officials, officers, agents, or employees for damages because of personal or bodily injury, including death, at any time resulting therefrom, sustained by any person or persons and on account of damage to property, including loss of use thereof, when such injury to persons or damage to property is due to the negligence of the City, its elected officials, officers, employees, or their agents, except when such injury or damage shall have been occasioned by the sole negligence of the County, its appointed or elected officials, officers, agents, or employees. It is further provided that no liability shall attach to the County by reason of entering into this Agreement, except as expressly provided herein.

- 6.02 **SURVIVAL OF INDEMNITY OBLIGATIONS**. The parties agree all indemnity obligations shall survive the completion, expiration, or termination of this Agreement.

ARTICLE VII DISPUTES

- 7.01 **TIME**. Time is of the essence for this Agreement.
- 7.02 **GOVERNING LAW AND VENUE**. This Agreement shall be governed exclusively by the laws of the State of Washington.

In the event of a dispute regarding the enforcement, breach, or interpretation of this Agreement, the City Manager and the County Administrator shall first meet in a good faith attempt to resolve such dispute. In the event they are unable to resolve such dispute, either individually or with the assistance of a mediator, the dispute shall be resolved by arbitration pursuant to RCW 7.04A; with venue being placed in Benton County, Washington; with all parties waiving the right of a jury trial upon *de novo* appeal, if any; and the substantially prevailing party being awarded its attorney fees and costs as additional award and judgment against the other.

- 7.03 **ATTORNEY'S FEES**. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, each party shall pay its own attorney's fees incurred in that action, arbitration, or proceeding.

ARTICLE VIII TERMINATION

- 8.01 **TERMINATION.** This Agreement shall remain in full force until such time as the City of Kennewick annexes said road and road easement or vacates the same.

**ARTICLE IX
GENERAL PROVISIONS**

- 9.01 **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS.** The Agreement may be changed, modified, amended, or waived only by written agreement signed by the parties' authorized representatives and adopted by resolution of each party's legislative authority. Any waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence, or omission and shall not constitute a waiver as to any other term or condition, or future act, occurrence, or omission. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.
- 9.02 **SEVERABILITY.** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.
- 9.03 **ENTIRE AGREEMENT.** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference will be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
- 9.04 **FILING.** This Agreement shall be filed with the Benton County Auditor or posted on the County's website pursuant to RCW 39.34.040.
- 9.05 **SIGNATURES.** By signing below, the parties consent to conduct this transaction by electronic means, and expressly agree that this Agreement can be signed in counterpart via original or electronic signature. The parties further agree that a copy of the fully executed Agreement shall have the same force and effect as the original.

DATED this _____ day of _____ 2024

DATED this _____ day of _____ 2024

BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

CITY COUNCIL
CITY OF KENNEWICK

Chairman

Mayor

Chair Pro Tem

Commissioner

ATTEST:

By: _____
Clerk of the Board

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
LeeAnn Holt, Deputy Prosecuting Attorney

APPROVED AS TO FORM:

By: _____
City Attorney

After Recording Mail to:

BENTON COUNTY PUBLIC WORKS

Attn: County Engineer

Public Services

102206 Wiser Parkway

Kennewick, WA 99338

Document Title: GRANT OF PUBLIC ROADWAY EASEMENT

Grantor: BENTON COUNTY, a political subdivision of the State of Washington

Grantee: CITY OF KENNEWICK, a Washington municipal corporation

**Legal Description: A PORTION OF SECTION 24 TOWNSHIP 8 RANGE 29 QUARTER SW;
THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 24,
TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M., AS DESCRIBED IN
EXHIBIT A.**

Additional Legal(s) on Exhibit A

Assessor's Tax Parcel Number: 124893000003001

Grant Of Public Roadway Easement

The Grantor(s) **BENTON COUNTY, a political subdivision of the State of Washington**, convey(s) and warrant(s) to the **CITY OF KENNEWICK, a Washington municipal corporation** and its assigns, a non-exclusive perpetual easement for public roadway purposes, including but not limited to the installation, maintenance, repair, and or removal of all transportation and utility facilities, over, under, upon and through the real property described in **Exhibit 'A'** (Easement Description), and depicted in **Exhibit 'B'** (Easement Depiction), attached hereto and made a part hereof.

This conveyance shall include all such rights in the land described in Exhibit 'A', as shall be necessary for the construction, reconstruction, alteration, operation, maintenance, and repair of the roadway, utilities and appurtenances to be situated in the easement area. "Utilities" for the purpose of this easement shall include all such utilities Benton County may install in the easement area, either above, at or below the surface, including without limitation water, sewer, drainage and power lines, as well as franchises granted to utility providers. All utilities shall be subservient to the roadway easement. Grantor's access rights, whether existing or future, shall be established by, governed by, and subject to RCW 36.75.130 or as hereafter may be amended, and applicable Benton County Policy.

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

This Public Roadway Easement shall not go into effect until such time as an Interlocal Agreement between Benton County and the City of Kennewick, describing the responsibilities for the construction and maintenance of the roadway infrastructure and easement, is fully executed.

This Public Roadway Easement may be executed by the parties hereto in two or more counterparts, all of which shall constitute one and the same instrument.

It is understood and agreed that delivery of this easement document is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of Kennewick, unless and until accepted and approved hereon in writing.

The Grantee shall pay all costs incidental to the preparation of this instrument, including the fee for recording with the Benton County Auditor.

DATED this ____ day of ____ 2024

BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

Chairman

Chair Pro Tem

Commissioner

ATTEST:

By: _____
Clerk of the Board

APPROVED AS TO FORM:

By: _____
LeeAnn Holt, Deputy Prosecuting Attorney

DATED this ____ day of ____ 2024

CITY COUNCIL
CITY OF KENNEWICK

Mayor

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT A



STRATTON SURVEYING & MAPPING, PC

313 NORTH MORAIN STREET
KENNEWICK, WA 99336
PHONE: (509) 735-7364
E-MAIL: stratton@strattonsurvey.com

DATE: 2024-10-30

DRAWING: 5847SK7.DWG

SITE: COLUMBIA BASIN DEVELOPERS LLC - RIGHT-OF-WAY EASEMENT

PARCEL NO. 124893000003001

DESCRIPTION

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 08 NORTH, RANGE 29 EAST W.M., BENTON COUNTY, WASHINGTON; THE PERIMETER DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE NORTH $00^{\circ}58'34''$ WEST ALONG EASTERLY LINE OF SAID QUARTER 1000.89 FEET TO TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH $00^{\circ}58'34''$ WEST 328.33 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH $89^{\circ}34'30''$ WEST ALONG THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER 530.78 FEET; THENCE SOUTH $58^{\circ}13'34''$ EAST 630.91 FEET TO THE SAID TRUE POINT OF BEGINNING.

CONTAINS 2.00 ACRES

SEE ATTACHED EXHIBIT SKETCH TO ACCOMPANY THIS LEGAL DESCRIPTION.

TOGETHER WITH THE SUBJECT TO EASEMENTS, COVENANTS, RESERVATIONS, RIGHT-OF-WAYS AND RESTRICTIONS OF RECORD AND IN VIEW.



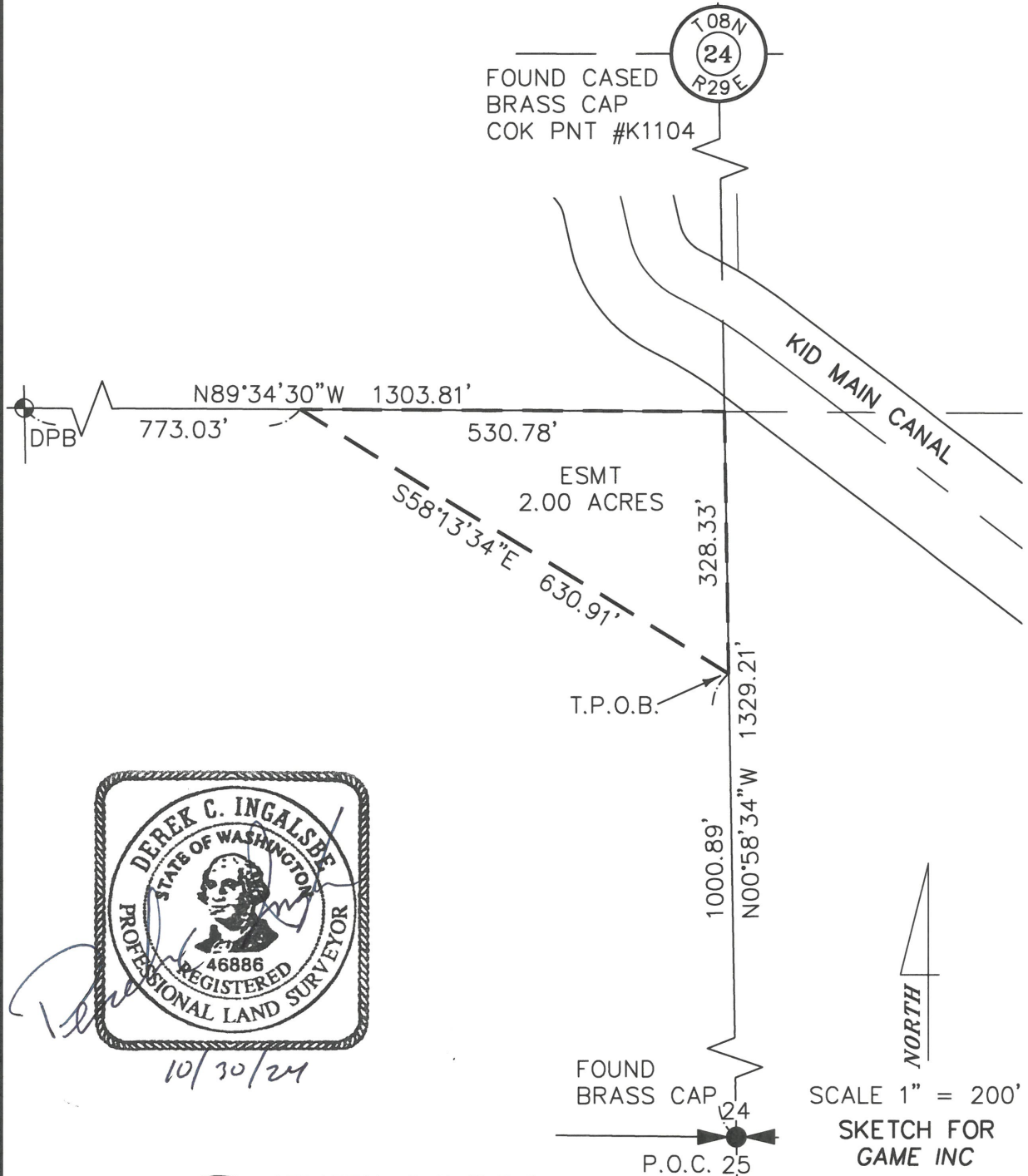
10/30/24

EXHIBIT B

SE 1/4 OF THE SW 1/4 OF SEC. 24, T08N, R29E, W.M.

EXHIBIT SKETCH

TO ACCOMPANY
LEGAL DESCRIPTION



**STRATTON SURVEYING
& MAPPING P.C.**

313 NORTH MORAIN STREET
KENNEWICK, WA 99336
(509) 735-7364
FAX: (509) 735-6560
www.strattonsurvey.com

5847SK7.DWG

© 2024

DATE: 10/30/24

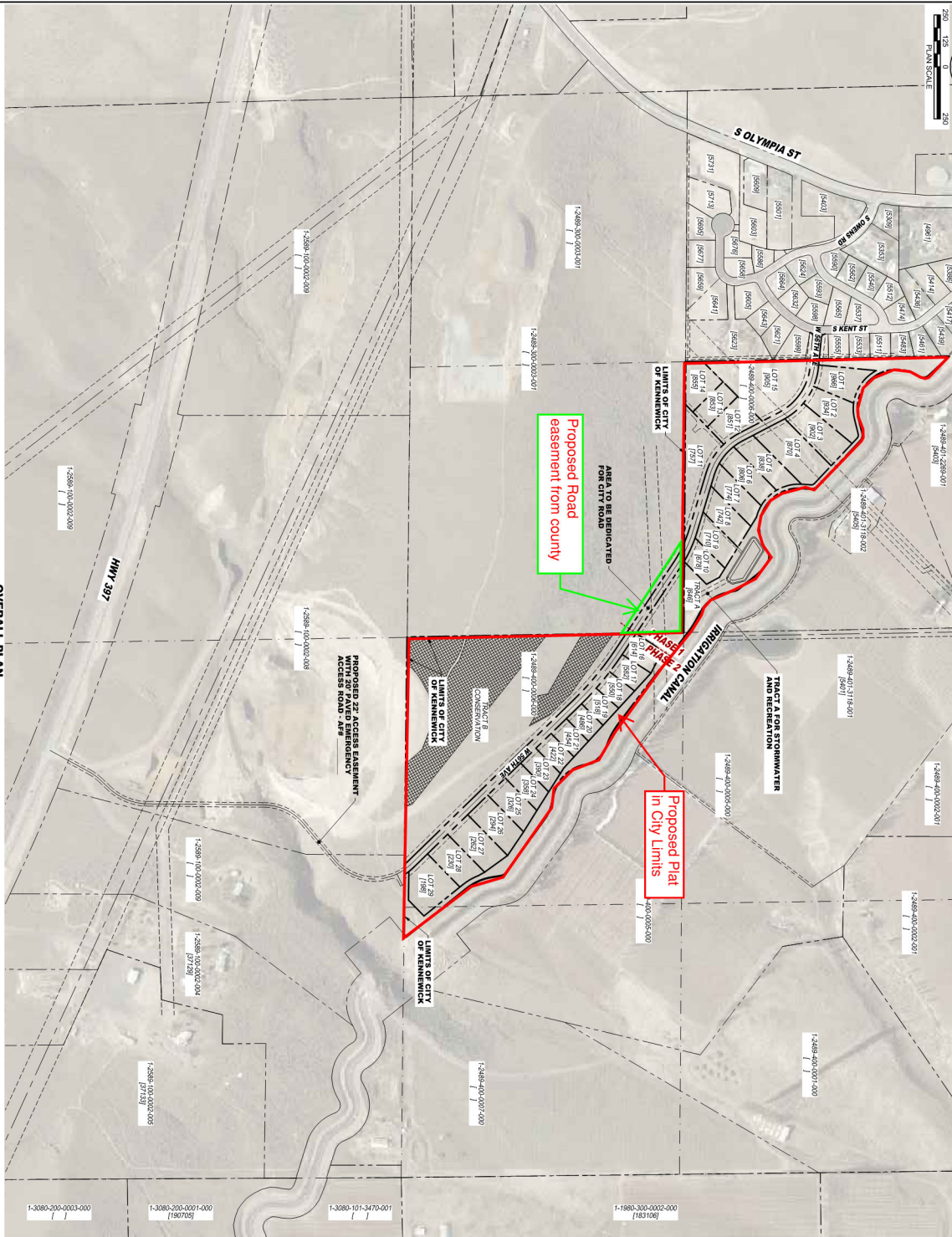
SHT. 1 OF 1

DRAWN BY: DCI

JOB # 5847

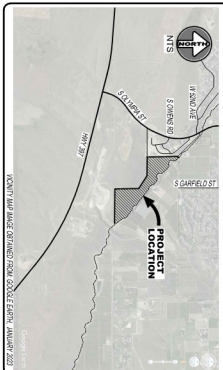


SOUTH HILL MANORS - PRELIMINARY PLAT
A PORTION OF THE S 1/2 OF SECTION 24, TOWNSHIP 08 NORTH, RANGE 29 EAST, W.M.
KENNEWICK, BENTON COUNTY, WASHINGTON



OVERALL PLAN
SCALE 1"=250'

VICINITY MAP



LEGAL DESCRIPTION

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND
SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 8
NORTH, RANGE 29 EAST, BENTON COUNTY, WASHINGTON, MORE SPECIFICALLY
SOUTHWEST 1/4 OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF
SECTION 24, TOWNSHIP 8 NORTH, RANGE 29 EAST, BENTON COUNTY, WASHINGTON

CONTACTS

APPLICANT:
COLUMBIA BASIN DEVELOPERS
2312 S. ELY ST., KENNEWICK, WA 99338
509.582.5570

OWNER:
COLUMBIA BASIN DEVELOPERS
2312 S. ELY ST., KENNEWICK, WA 99338
509.582.5570

SURVEYOR:
HARMS ENGINEERING & MAPPING, INC.
313 N. KODAK ST., KENNEWICK, WA 99338
509.582.5570

ENGINEER:
HARMS ENGINEERING, INC.
1632 W. SYLVESTER STREET, PASCO, WA 99301
509.547.2879

DRAWING INDEX

- C1.0 COVER SHEET - OVERALL PLAN
- C2.1 LOT LAYOUTS - EAST ROAD
- C2.2 LOT LAYOUTS - WEST ROAD
- C3.0 UTILITY PLAN - WEST ROAD
- C4.0 UTILITY PLAN - EAST ROAD

NOTE

THE DEVELOPMENT IS LOCATED IN A WILDLIFE SENSITIVE AREA (WSA) AND
IS SUBJECT TO THE WSA REGULATIONS. THE DEVELOPMENT SHALL BE
DESIGNED TO MINIMIZE IMPACTS TO THE WSA. THE DEVELOPMENT SHALL
BE DESIGNED TO MINIMIZE IMPACTS TO THE WSA. THE DEVELOPMENT SHALL
BE DESIGNED TO MINIMIZE IMPACTS TO THE WSA.

PLAT SUMMARY

LOT #	SIZE (SF)	LOT #	SIZE (SF)
1	30,784.48	18	18,193.72
2	25,533.00	17	17,127.84
3	17,127.84	16	16,127.84
4	46,039.57	15	16,559.09
5	32,379.74	20	16,379.72
6	30,389.14	21	16,877.24
7	20,889.22	22	16,543.37
8	20,889.22	23	16,543.37
9	25,424.20	24	21,215.14
10	21,673.48	25	27,315.75
11	54,977.17	26	35,235.00
12	28,529.80	27	35,775.00
13	28,529.80	28	42,487.84
14	28,529.80	29	42,487.84
15	81,764.74		
TRACT A			
606,721.81			
TRACT B			
231,022.21			
TOTAL AREA OF PLAT			
837,744.02 AC			
AREA OF TRACTS			
19.77 AC			
AREA OF LOTS			
15.37 AC			
AREA OF LOTS			
15.37 AC			
MAX LOT SIZE			
81,764.74 SF			
AVG LOT SIZE			
59,390.89 SF			

SUB-2023-0004

HARMS
ENGINEERING, INC.

1632 W. SYLVESTER STREET, PASCO, WA 99301 | 509.547.2879 | HarmsEngineering.com

Designed By: C. B. GAYLOR
File Name: 21-126-2 South Hill Manors Prelim C1.1A
City: Pasco, WA | Project: 21-126-2 South Hill Manors Prelim C1.1A

DLP 12-18-23
MLC 10-06-23

By: Date

12-18-2023
21-126-2
C1.0

SOUTH HILL MANORS - PRELIMINARY PLAT
COVER SHEET / OVERALL PLAN
PARCEL 1-2469-400-000-000, KENNEWICK, WA

COLUMBIA BASIN DEVELOPERS
MARCUS GOODMAN (509) 582-5570
2312 S ELY ST, KENNEWICK, WA 99337

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Council Agenda Coversheet	Item Number: 4.j. Date: 12/17/2024 Item Type: General Business Item	Category: Consent Agenda
	Subject: Boards and Commissions: 2025 Council Committee Assignments Department: City Manager	
<u>Recommendation</u> There is no staff recommendation for this topic. <u>Motion for Consideration</u> Motion to approve the 2025 Council committee assignments as presented. <u>Summary</u> At the December 10, 2024, City Council Workshop, Council discussed 2025 committee assignments. The list presented for approval incorporates the Mayor's recommendation based upon consensus at the workshop meeting. <u>Alternatives</u> Council may choose to deny approval of the assignments and work to establish a new list. <u>Fiscal Impact</u>		
<u>Attachments:</u> 1. Assignment Roster		

Quick Reference Chart 2025
Council Assignments to Boards, Commissions, and Committees

Board/Commission & Committee	CRAWFORD	TORELLI	TRUMBO	MILLBAUER	BEAUCHAMP	ANDERSON	MCSHANE
Ben Franklin Transit Board			A		X		
Benton County Clean Air Authority							X
Benton County Law and Justice Council		A	X				
Benton County Mosquito Control District Board					X		A
Benton Franklin Community Action Committee			X	A			
Benton Franklin Housing Continuum of Care		A		X			
Benton Franklin Council of Governments	X		A				
Block Grant Advisory Committee			X		A		
Joint Coliseum Advisory Committee		X			X		X
Energy Communities Alliance		A		X			
Firemen's Pension Board (Requires Mayor)	X	A					
Good Roads & Transportation Association				A		X	
Hanford Advisory Board		X		A			
Hanford Area Economic Investment Fund Committee (HAEIFC)		X					
Hanford Communities Governing Board		X		A			
Historic Downtown Kennewick Board	A						X
Interview Committee	X	X	X				
Kennewick FOCUS						X	A
LEOFF Disability Board (Requires Mayor & Councilmember)	X	X					
Lodging Tax Advisory Committee				X		A	
TC National Park Committee	A			X			
Parks and Recreation Commission					A	X	
Solid Waste Advisory Committee (SWAC)		X		A			
Tri Cities Development Council Executive Board (TRIDEC)	A						X
Tri-Cities Regional Public Facilities District			X	X			
Visit TRI-CITIES				X		A	
Tri City Regional Chamber of Commerce	A						X
Yakima Basin Integrated Plan Workgroup							X

Council Agenda Coversheet 	Item Number: 5.a. Date: 12/17/2024 Item Type: Ordinance Subject: Ordinance: Change of Zone from RL to IL located at 803 S. Steptoe St. Department: Community Planning Ordinance # Permit # COZ-2024-0001	Category: Ordinance Quasi-Judicial
<u>Recommendation</u> The Planning Commission recommends that City Council concur with the findings and conclusions contained in the staff report and approve Change of Zone COZ02024-0001. <u>Motion for Consideration</u> Motion to adopt the ordinance as presented. <u>Summary</u> The proposed Change of Zone is a result of the approved 2024 Comprehensive Plan Map Amendment, that changed the land use designation for the site from Low Density Residential to Industrial. The Industrial Light Zoning District is an implementing zone of the Industrial land use designation. Over the years, various commercial businesses have taken place at the site. The property owner wanted the Change of Zone to ensure that the current on-site business, along with future businesses, is a permitted use instead of a legal non-conforming use. At the public hearing, the applicant spoke in favor of the proposal. No additional public testimony was presented at the hearing. The Planning Commission voted 5 to 0 to recommend approval to City Council. <u>Alternatives</u> None Recommended. <u>Fiscal Impact</u> None		
<u>Attachments:</u> 1. Ordinance 2. Site Map 3. Presentation 4. Staff Report 5. PC Action Summary		

CITY OF KENNEWICK
ORDINANCE NO. 24-_____

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF
CERTAIN REAL PROPERTY WITHIN THE CITY OF KENNEWICK
LOCATED AT 803 S STEPTOE AND AN UNIDENTIFIED PARCEL FROM
RESIDENTIAL LOW (RL) TO INDUSTRIAL LIGHT (IL) (COZ 2024-0001,
Knutzen Engineering, c/o Paul Knutzen)

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

Section 1. Ordinance No. 3001, as amended, the zoning ordinance of the City of Kennewick and the accompanying zoning map of the City of Kennewick being part of said ordinance shall be and hereby is changed from Residential Low (RL) to Industrial Light (IL) for the real property described as follows:

Parcel No. 1-0188-401-0981-002:

Section 1 Township 8 Range 28 Quarter SE SHORT PLAT #981, LOT 2.
SIDEWALK & UTILITY EASEMENT AF #2014-000093 1/02/2014. LESS
THAT PORTION CONVEYED TO THE CITY OF KENNEWICK FOR
ROADS, AF#2014-000093, 1/02/2014

Parcel No. 1-0789-201-3596-001:

LOT 1, SHORT PLAT #3596, AS RECORDED IN VOLUME 1 OF SHORT
PLATS, PAGE 3596, RECORDS OF BENTON COUNTY, WASHINGTON.
AF#2019-003252, 2/8/2019

Section 2. The City Council finds the amendments described in Section 1 above are in conformance with the Comprehensive Plan of the City.

Section 3. Severability Clause. If any provision of this amendatory ordinance or its application to any persons or circumstances is held invalid, the remainder of the act or the application of the provision to other persons or circumstances is not affected.

Section 4. The Responsible Official for the State Environmental Policy Act has determined that the proposal will not have a probable significant adverse impact on the quality of the environment.

Section 5. This ordinance shall be in full force and effect five (5) days from and after its approval, passage and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 17th day of December, 2024, and signed in authentication of its passage this 17th day of December, 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
18th day of December, 2024

Approved as to Form:

LAURENCIO SANGUINO,
City Attorney

KRYSTAL TOWNSEND,
City Clerk

DATE OF PUBLICATION:

ORDINANCE EFFECTIVE DATE:

NORTH



BRIDGEWATER PARK
PHASE 3

PRO TINT
WINDOWS

AMON WASTEWAY

HANSEN PARK
PHASE 4

ZEROREZ
TRI-CITIES

S STEPTOE ST

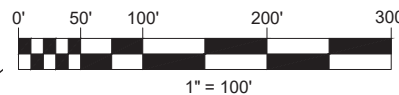
PARCEL #101884010981002
(1.13 AC) TO CHANGE FROM
LOW DENSITY RESIDENTIAL
(RL) TO LIGHT INDUSTRIAL
(IL)

PARCEL #107892013596001
(0.66 AC) TO CHANGE FROM
LOW DENSITY RESIDENTIAL
(RL) TO LIGHT INDUSTRIAL
(IL)

W 10TH AVE

U-HAUL
NEIGHBORHOOD
DEALER

AMON
CANYON



KE **KNUTZEN**
ENGINEERING
5401 RIDGELINE DR.
SUITE 160
KENNEWICK, WA 99338
1-509-222-0959
www.knutzenengineering.com
CADFILE: 23036ZC01

T3 DEVELOPMENT STEPTOE LLC
ZONE CHANGE EXHIBIT
801 S STEPTOE ST

DESIGN	BTk
APPD	PTK
DATE	09/10/24
NO.	ZC01

City Council Meeting

CHANGE of ZONE COZ-2024-0001

DECEMBER 17, 2024



Application Summary

Applicant: Knutzen Engineering, c/o Paul Knutzen

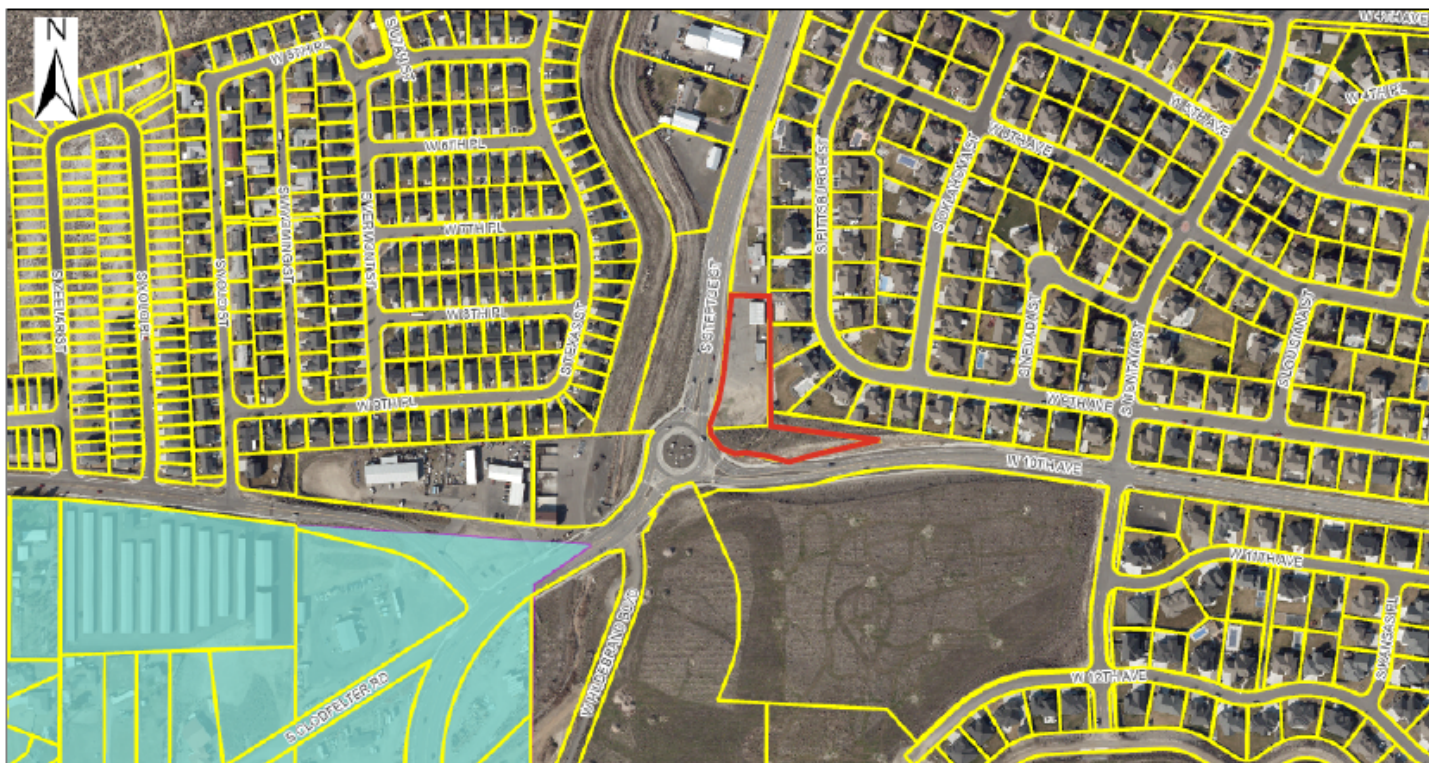
Owner(s): T3 Development

Proposal: Rezone 1.79 acres from Residential, Low (RL) to Industrial, Light (IL)

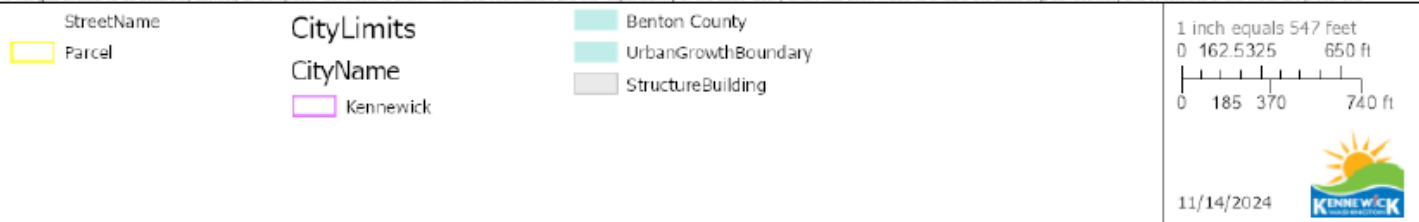
Comprehensive Plan Designation: Industrial

Location: 803 S Steptoe Street, it consists of two separate parcels

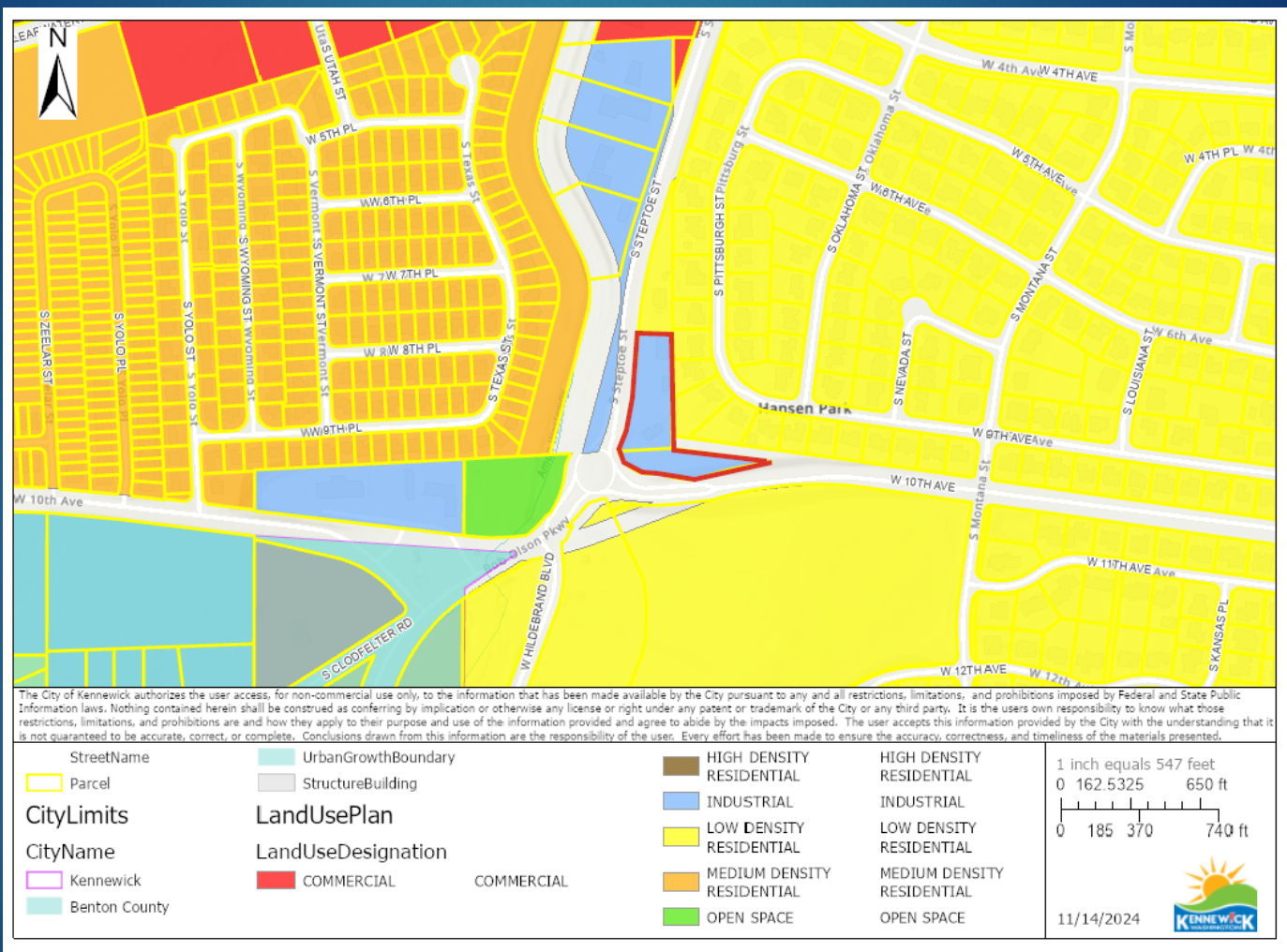
Vicinity Map



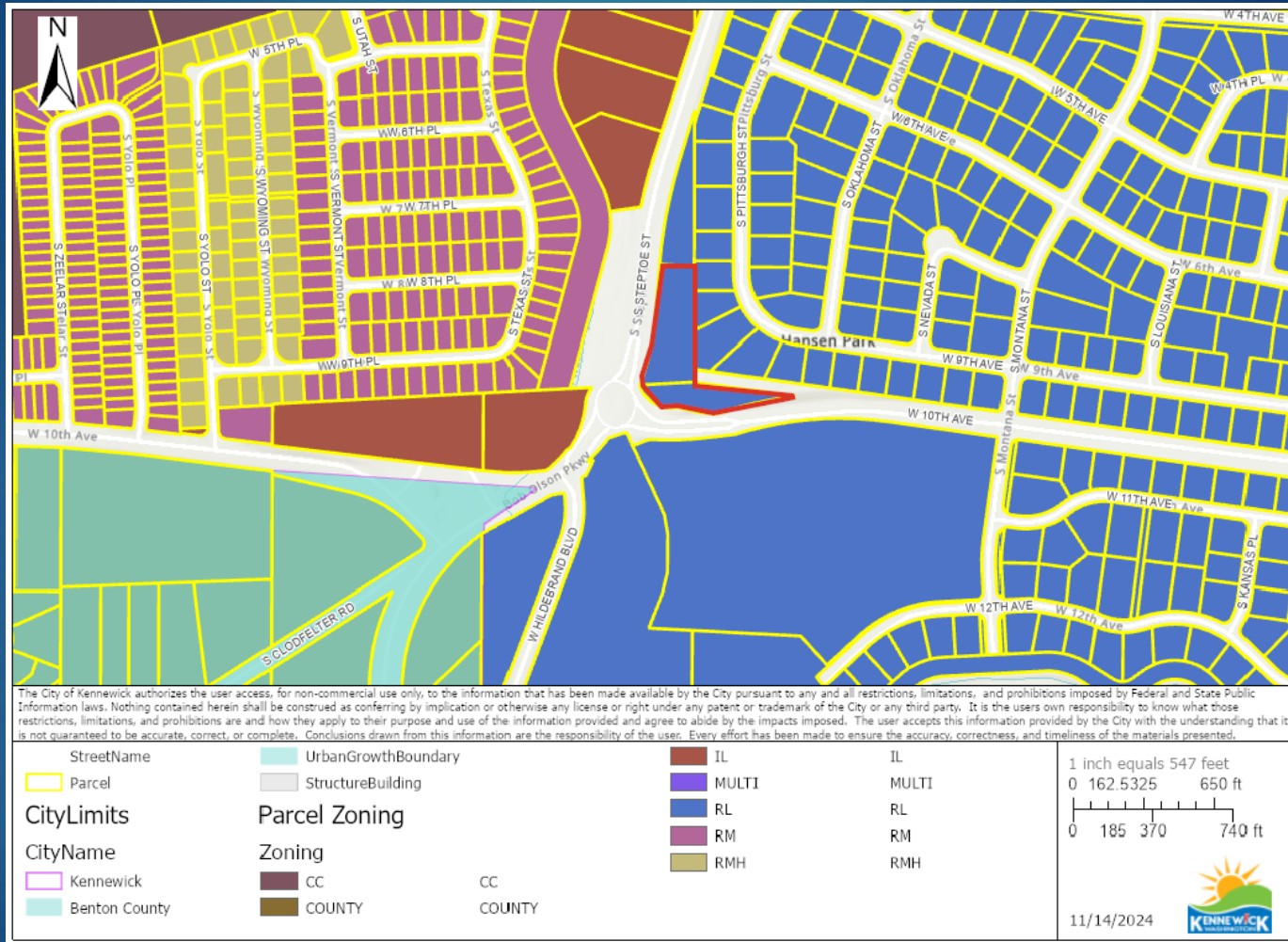
The City of Kennewick authorizes the user access, for non-commercial use only, to the information that has been made available by the City pursuant to any and all restrictions, limitations, and prohibitions imposed by Federal and State Public Information laws. Nothing contained herein shall be construed as conferring by implication or otherwise any license or right under any patent or trademark of the City or any third party. It is the user's own responsibility to know what those restrictions, limitations, and prohibitions are and how they apply to their purpose and use of the information provided and agree to abide by the impacts imposed. The user accepts this information provided by the City with the understanding that it is not guaranteed to be accurate, correct, or complete. Conclusions drawn from this information are the responsibility of the user. Every effort has been made to ensure the accuracy, correctness, and timeliness of the materials presented.



Land Use Map



Zoning Map



Property History

Various commercial uses have taken place at the site for many years. The City annexed the site on August 15, 2023 with Ordinance 6030. The City approved the amendment to change the site's land use designation from Low Density Residential to Industrial during the City's 2024 Comprehensive Plan Amendment Cycle.

Permitted Uses

The RL District allows mainly single-family residential uses and the IL District permits less intensive industrial uses.

Change of Zone Findings

KMC 18.51.070(2)

- (a) The proposed amendment conforms with the comprehensive plan.
- (b) Promotes the public necessity, convenience and general welfare.
- (c) The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands which are deemed unacceptable by the City.
- (d) The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan.
- (e) Single Family Residential zoned properties only; Property is adjacent and contiguous (which shall include corner touches and property located across a public right-of-way) to property of the same proposed zoning classification or higher zoning classification.

Hearing Summary

- ◆ The Planning Commission held a public hearing for the proposed Change of Zone on December 2, 2024.
- ◆ The applicant spoke in favor of the proposal .
- ◆ No additional testimony was submitted by the public.

Recommendation

The Planning Commission recommends approval of COZ-2024-0001.



COMMUNITY PLANNING DEPARTMENT

STAFF REPORT AND RECOMMENDATION TO THE PLANNING COMMISSION

FILE No: COZ-2024-0001

Staff Report Date: November 14, 2024

Hearing Date & Location: December 2, 2024

Report Prepared by: Steve Donovan, AICP
Planning Manager

Report Reviewed by: Matt Halitsky, AICP
Senior Planner

Summary Recommendation: The City of Kennewick Planning Staff RECOMMENDS APPROVAL of Change of Zone 2024-0001.

Summary of Proposal: A Change of Zone from Residential. Low (RL) to Industrial, Light (IL) for 1.79 acres.

Proposal Location: Two parcels generally located at 803 S Steptoe Street.

Legal Description: Parcel # 1-0188-401-0981-002
Section 1 Township 8 Range 28 Quarter SE SHORT PLAT #981, LOT 2. SIDEWALK & UTILITY EASEMENT AF #2014-000093 1/02/2014. LESS THAT PORTION CONVEYED TO THE CITY OF KENNEWICK FOR ROADS, AF#2014-000093, 1/02/2014

Parcel #1-0789-201-3596-001
LOT 1, SHORT PLAT #3596, AS RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 3596, RECORDS OF BENTON COUNTY, WASHINGTON. AF#2019-003252, 2/8/2019

Property Owner: T3 Development
3906 W 43RD Avenue
Kennewick, WA 99337

Applicant: Knutzen Engineering
c/o Paul Knutzen
5401 Ridgeline Drive, Unit #160
Kennewick, WA 99338

Regulatory Controls:

1. Comprehensive Plan – Land Use
2. KMC Title 4 – Administrative Procedures
3. KMC Title 18 – Zoning
4. Washington State Environmental Policy Act

COZ Key Application Processing Dates:

Pre-Application/Feasibility Meeting	N/A
Application Submittal	October 7, 2024
Determination of Completeness Issued	October 8, 2024
Notice of Application Posted	October 8, 2024
SEPA Threshold Determination Issued	July 8, 2024
Property Posting Sign for SEPA Determination	July 8, 2024
SEPA Appeal Period	July 22, 2024
Date of Mailed Notice of Public Hearing	November 13, 2024
Property Posting Sign for Public Hearing	November 13, 2024
Date of Published Notice of Public Hearing	November 17, 2024

Exhibits:

1. Staff Report
2. Supplemental Questions
3. Vicinity/Site Map
4. Comprehensive Plan Map
5. Zoning Map
6. Notice of Mailing
7. SEPA DNS
8. Benton Clean Air Agency Comments
9. Columbia Irrigation District Comments
10. Kennewick Irrigation District Comments

Zoning adjacent to the site:

North: Residential, Low (RL)

East: RL

South: RL

West: Industrial, Light (IL) and Residential, Medium (RM)

Applicable Goals and Policies of the Comprehensive Plan:**Industrial Goals and Policies:**

INDUSTRIAL GOAL 1: Encourage the development of a diverse industrial base with family wage jobs.

Policy 2: Encourage industrial locations near appropriate transportation, utilities, and other public facilities.

INDUSTRIAL GOAL 2: Limit adverse effects associated with industrial uses.

Policy 2: Minimize adverse effects of industrial uses adjacent to less intensive zones with buffers of natural or man-made features.

INDUSTRIAL GOAL 3: Maintain an adequate amount of industrial land within the City Limits and the Urban Growth Boundary.

Kennewick Municipal Code Findings:

The following findings shall be met in order to approve a change of zone:

KMC 18.51.070(2): Findings:

Findings Required. In order to amend the zoning map, the City Council must find that:

- a. The proposed amendment conforms with the comprehensive plan; and
Staff Response: *The proposed Change of Zone conforms to the comprehensive plan because the IL Zoning District is an implementing zoning district of the site's current Industrial Land Use Designation.*
- b. Promotes the public necessity, convenience and general welfare; and
Staff Response: *The proposed Change of Zone promotes public necessity, convenience and welfare by establishing a zoning district that is compatible with the surrounding properties. The City has a deficit of industrial zoned property; this change of zone will reduce the deficit a small amount.*
- c. The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands, which are deemed unacceptable by the City; and
Staff Response: *The proposed Change of Zone will not impose additional burdens on public facilities. Future development will be required to meet applicable levels of service.*
- d. The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan; and
Staff Response: *The proposed Change of Zone will assist in promoting prosperity and general welfare within the City by providing for further industrial/commercial development. The proposed amendment will establish a zoning district that complies with Comprehensive Plan. The IL Zone is an implementing zone of the site's Industrial Land Use Designation.*
- e. Single Family Residential zoned properties only; Property is adjacent and contiguous (which shall include corner touches and property located across a public right-of-way) to property of the same proposed zoning classification or higher zoning classification.
Staff Response: *Not applicable to proposal.*

Public Comments:

The public did not submit comments on the proposal.

Agency Comments:

Staff received comments from the Benton Clean Air Agency. The Columbia Irrigation District and the Kennewick Irrigation District stated they have no comments on the proposal.

Staff Analysis of Proposal & Discussion:

The City annexed the site on August 15, 2023 by Ordinance 6030. The City approved the amendment to change the site's land use designation from Low Density Residential to Industrial during the City's 2024 Comprehensive Plan Amendment Cycle.

The proposed Change of Zone (COZ-2024-0001) is a request to change the zoning district for 1.79 acres. Pursuant to Table 1 of the Comprehensive Plan, the IL Zoning District is an implementing zoning district of the Industrial Land Use Designation. RCW 36.70A, Growth Management Act, requires that a City's development regulations implement its comprehensive plan.

Per KMC 18.03.040(18), the purpose of IL zoning district is as follows:

IL - The purpose of the IL District is to provide areas for less intensive manufacturing and industrial uses, warehousing, and distribution operations to serve the district.

Future development of the entire site will be limited to only the permitted uses of the IL Zoning District. Development will be subject to meeting applicable concurrency requirements, which include utility and street improvements.

The proposed findings meet the requirements of KMC 18.51.070(2).

Findings:

1. The applicant is Knutzen Engineering, c/o Paul Knutzen, 5401 Ridgeline Drive, Unit 160, Kennewick, WA 99338.
2. The property owner is T3 Development, 3906 W 43rd Avenue, Kennewick, WA 99337.
3. The proposed Change of Zone is located at 803 S Steptoe Street. Parcel Numbers: 1-0188-401-0981-002 and 1-0789-201-3596-001.
4. The City's Comprehensive Plan Land Use Designation for the subject property is Industrial.
5. The City changed the land use designation for the site on October 1, 2024 as part of the 2024 Comprehensive Plan Amendment Cycle.
6. The request is to change the zoning from Residential, Low Density to Industrial, Light.
7. The Industrial, Light Zoning District is an implementing zone of the Industrial Comprehensive Plan Land Use Map Designation.
8. The application was submitted on October 7, 2024.
9. The application was declared complete, routed for review to City Departments and outside agencies on October 8, 2024.
10. Access to the site is via S Steptoe Street.
11. The Environmental Determination of Non-Significance, ED-2024-0008, was issued July 8, 2024.
12. The Property Posting sign for the public hearing was posted on site November 13, 2024.
13. Notice of the public hearing for this application was published in the Tri-City Herald on November 17, 2024.
14. Notices for the hearing were mailed to property owners within 300 feet of the site on November 13, 2024.
15. The proposed amendment conforms to the comprehensive plan.
16. The proposed amendment promotes the public necessity, convenience and general welfare.

17. The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands, which are deemed unacceptable by the City.
18. The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan.

Conclusions:

1. Approval will implement the Comprehensive Plan Land Use Designation of Industrial.
2. Approval will not result in an increase of adverse environmental impacts; future uses will be subject to environmental regulations.
3. Approval will implement Industrial Goal 1, Policy 2; Goal 2, Policy 2 and Goal 3.
4. Approval will result in the promotion of public necessity, convenience and/or general welfare from economic development.
5. The proposed Change of Zone complies with KMC 18.51.070(2).

Recommendation:

Staff has reviewed the application and recommends that the Planning Commission concur with the findings and conclusions contained in staff report COZ-2024-0001 and recommend approval to City Council.

Motion:

I move that the Planning Commission concur with the findings and conclusions in staff report COZ-2024-0001 and recommend approval of the request to City Council.

Supplemental Questions

1. Please explain how the public necessity, convenience, and general welfare require the adoption of the proposed amendment.
The public will benefit from the adoption of the proposed amendment because of the future business opportunities it will generate. The proposal intends to align the property's current usage (Zerorez Tri-Cities) with the correct zoning and to match the recently amended comprehensive plan designation.
- 2.a. Are there sites presently available on the market which are correctly zoned for the proposed use? No
- 2.b. Are these sites within a 1/2 mile of the proposed site? No
- 2.c. Within 1 mile of the proposed site? No
- 2.d. If you answered yes to any of the above, please indicate the general location of the site(s) and the reasons why these sites are not proposed to be utilized.
There are properties across Steptoe Blvd to the northwest are Light Industrial zoning and are correctly zoned for the current use to our knowledge are already developed and not presently available for purchase.
3. Please explain how the proposed amendment is consistent with the existing land use pattern in the area.
The proposed amendment would be consistent with all existing land use patterns in the area. There are three existing parcels that are zoned IL along Steptoe Blvd.
- 4.a. Are the existing uses in the area in conformance with the area's zoning classification? No
- 4.b. If NO, please explain the differences. If YES, please type NA. N/A
- 5.a. Will the proposed amendment create an isolated district, or introduce a more intense land use to the area? No
- 5.b. Please explain:
No, the proposed amendment would be consistent with adjacent zoning along Steptoe, therefore won't introduce a more intensive land use than what is already present in the area. It's been a nonconforming use for a long time.
6. Please explain how the existing zoning prohibits reasonable use of the property.
Yes. The property is currently zoned RL but is being used for an IL usage. The zoning or land usage must be compatible to enable for future development or growth of the existing business on-site.

7. Please explain how residential character, in the immediate area, will or will not be adversely affected by the proposed amendment.

While there is adjacent residential zoning to the east, it is at a higher elevation and screened by a block wall as well. Since this land was a nonconforming use, it is unlikely to further exacerbate the nearby residential lands, particularly since those residential lots are accessed from local streets, while this lot is accessed directly from Steptoe.
8. Please explain how the proposed amendment will affect property values in the vicinity.

Property values in the vicinity should not change due to the proposed amendment since the current usage of the parcel is not expected to change.
- 9.a. Please explain how approval of the proposed amendment will or will not set a precedent for other similar proposals or uses.

The approval of this proposed amendment will not set a precedent for other similar proposals or uses.
- 9.b. Please explain how approval of the proposed amendment will or will not deter the use, improvement or development of adjacent property in accordance with the existing zoning.

The majority of the properties in the immediate vicinity are already developed in accordance w/ their current zoning.
10. Please explain how approval of the proposed amendment will or will not encourage more private investments which will be beneficial to the redevelopment of a deteriorated area.

The proposed amendment will encourage more private investments into the property by enabling expansion of their existing usage on-site or redevelopment.
11. Please explain how approval of the proposed amendment will or will not combat any economic segregation and allow greater choice in the market.

The proposed amendment will not combat any economic segregation or allow greater choice in the market as these are currently not issues in need of addressing.
12. Please explain how approval of the proposed amendment will or will not create conflict between potential land uses and transportation patterns.

The proposed amendment will not combat any economic segregation or allow greater choice in the market as these are currently not issues in need of addressing.

Exhibit 3

COK Permitting Map

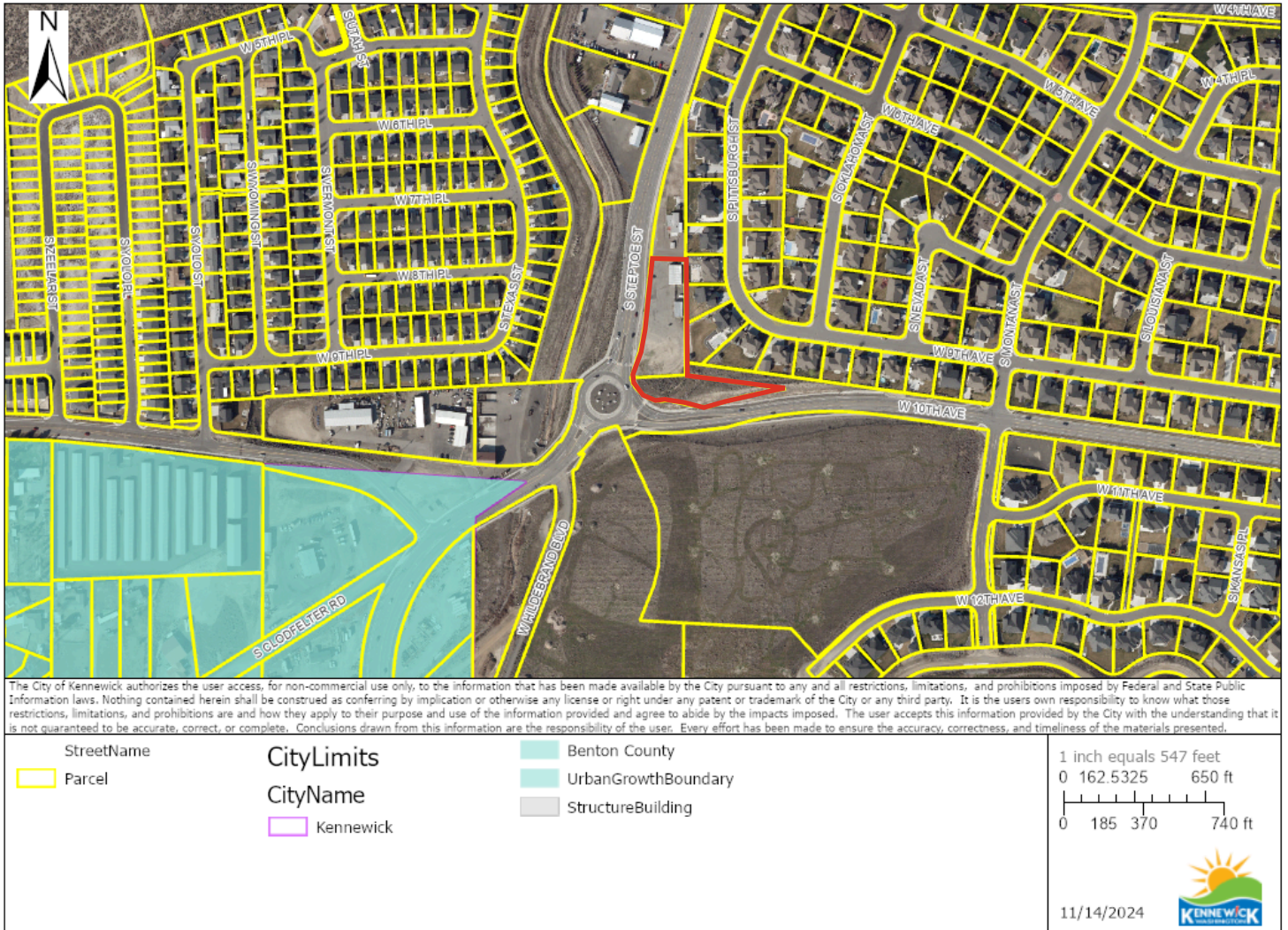
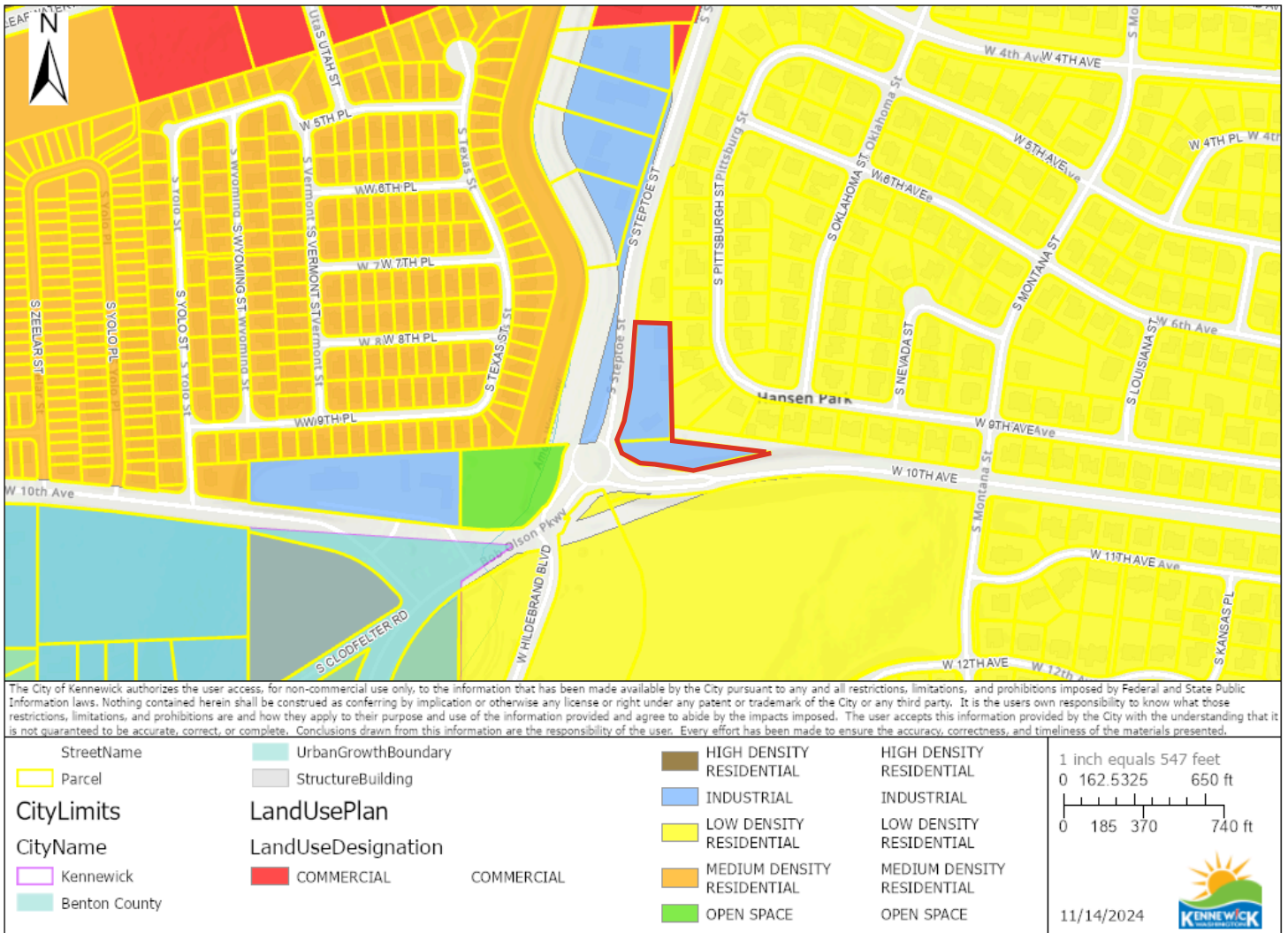


Exhibit 4

COK Permitting Map



COK Permitting Map





NOTICE OF MAILING

I, Steve Donovan, on 11/13, 2024
mailed 40 copies of NPH
for COZ-2024-0001
to surrounding properties within 300 feet
as shown on the attached list.


Signature

KENNEWICK PLANNING COMMISSION

NOTICE OF PUBLIC HEARING

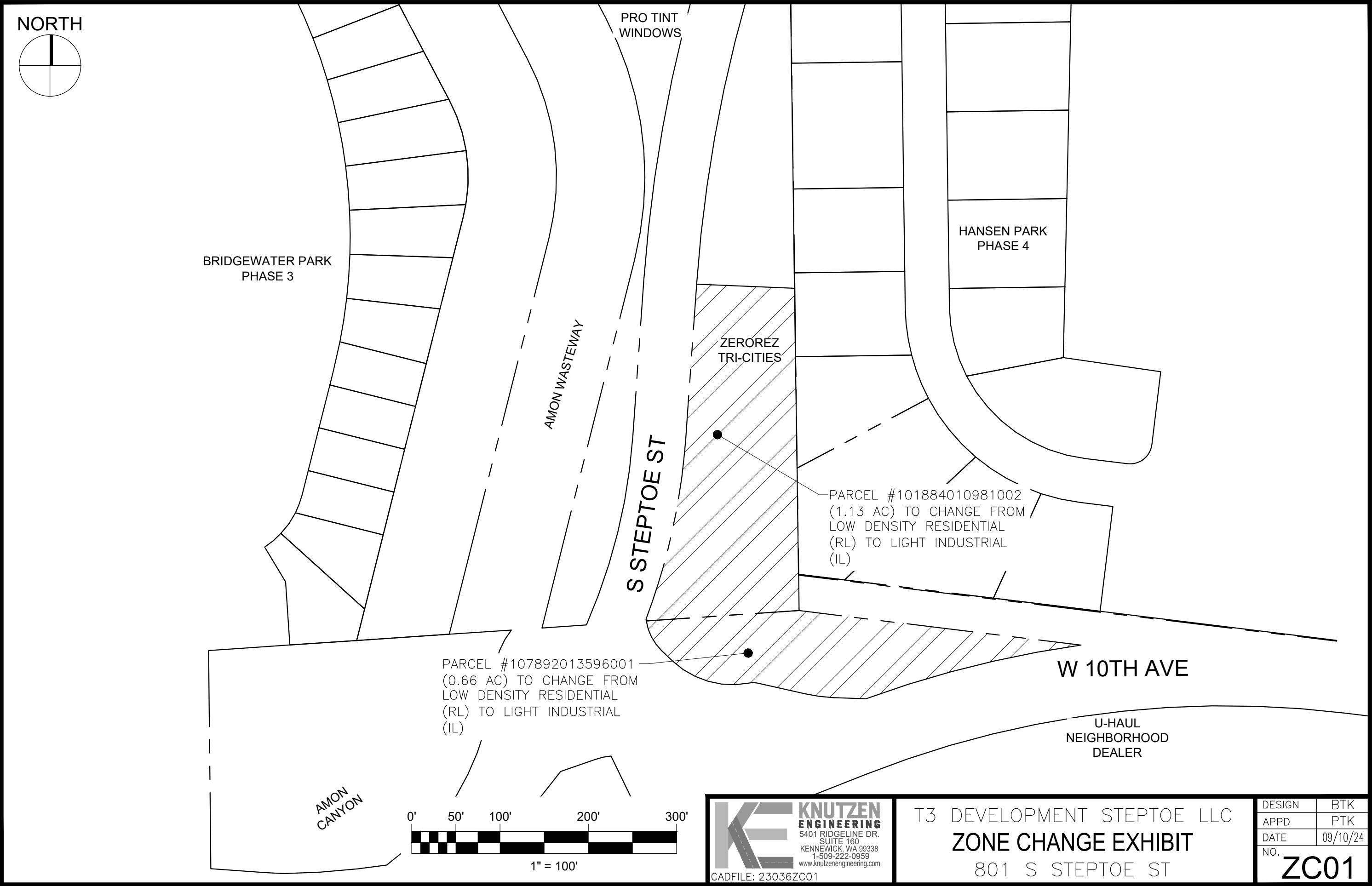
December 2, 2024 6:30 p.m.

The Kennewick Planning Commission will hold a Public Hearing, for the below application, at City Hall Council Chambers, 210 W 6th Avenue on Monday, December 2, 2024, at 6:30 p.m. or as soon as possible thereafter. Staff will be presenting analysis and the Planning Commission will make a recommendation to the City Council. The public hearing will be conducted in a hybrid setting which will allow interested parties to participate in person or virtually. To participate in the hearing virtually, use the link found at <https://www.go2kennewick.com/598/Planning-Commission>.

Application# COZ-2024-0001 – A Change of Zone for 1.79 acres from Residential, Low to Industrial, Light. The site is generally located at 803 S Steptoe Street and consists of two separate parcels. **Review the site map on the back of this notice.**

For questions about this proposal, please call Steve Donovan (509) 585-4361. Send written comments to Steve Donovan, at Steve.Donovan@ci.kennewick.wa.us or mail to PO Box 6108, Kennewick, WA 99336.

The City of Kennewick welcomes full participation in public meeting by all citizens. No qualified individual with a disability shall be excluded or denied the benefit of participating in such meetings. If you wish to use auxiliary aids or require assistance to comment at this public meeting, please contact Steve Donovan at (509) 585-4361 or through the Washington Relay Service Center TTY by dialing 711, at least ten days prior to the date of the meeting to make arrangements for special needs.



37
MERRILL KASH N & KAREN M
806 S PITTSBURGH ST
KENNEWICK, WA 99336

37
WILLOUGHBY JEFFREY J & JAMIE
832 S PITTSBURG ST
KENNEWICK, WA 99336

37
HORNE STEVEN L & CAROL L
780 PITTSBURGH ST
KENNEWICK, WA 99336

37
GRANDEEN SHAWN & AMANDA
8999 W 9TH AVE
KENNEWICK, WA 99336

37
SHEPARD DOUG J & SANDRA L
616 S STEPTOE ST
KENNEWICK, WA 99336

37
KENNEWICK ACQUISITION CO. III, LLC
15 SW COLORADO AVE, SUITE 1
BEND, OR 97702

37
MANSIUS JEREMY D & LACEY
754 S PITTSBURG STREET
KENNEWICK, WA 99336

37
CLARK BRUCE J & RICHELLE M
783 S PITTSBURGH ST
KENNEWICK, WA 99336

37
GEARHEART SCOTT K & CINDY
824 S OKLAHOMA ST
KENNEWICK, WA 99336

37
WOEHLER DAVID R & MARILYN S
8971 W 9TH AVE
KENNEWICK, WA 99336

37
PARSONS JACOB T & MARISSA
728 S PITTSBURGH ST
KENNEWICK, WA 99336

37
PRIVETTE CHRISTOPHER & AMY
757 S PITTSBURGH ST
KENNEWICK, WA 99336

37
ORR TIMOTHY A & MEGAN I
813 S TEXAS ST
KENNEWICK, WA 99336

37
KOE MARTIN J
753 S TEXAS ST
KENNEWICK, WA 99336

37
WEEDMARK LAUREN & JAMES JR
825 S TEXAS ST
KENNEWICK, WA 99336

37
CARRASCAL ANICETO SALVACION
741 S TEXAS ST
KENNEWICK, WA 99336

37
WINGERT TRUSTEE GEORGE E N/A
1800 BELLERIVE DR, APT 410
RICHLAND, WA 99352

37
WRIGHT MEGAN & JEFFREY
729 S TEXAS ST
KENNEWICK, WA 99336

37
WINTERS LYNN E & JEFFREY J
733 S PITTSBURG
KENNEWICK, WA 99336

37
SISK GARRETT W & RYLIE C
717 S TEXAS ST
KENNEWICK, WA 99336

37
T3 DEVELOPMENT STEPTOE, LLC
3906 W 43RD AVE
KENNEWICK, WA 99337

37
KRUGER ROBERT O & MARIA DEL
CARMEN
678 S PITTSBURG
KENNEWICK, WA 99336

37
WESTERMEYER DREW & MELISSA
8801 W 9TH AVE
KENNEWICK, WA 99336

37
KNODE ROBERT & CHRISTY
705 S PITTSBURGH ST
KENNEWICK, WA 99336

37
KENNEWICK IRRIGATION DISTRICT
2015 S ELY ST BLDG A
KENNEWICK, WA 99337

37
KENNEWICK SCHOOL DISTRICT #17
1000 W 4TH AVE
KENNEWICK, WA 99336

37
MCPEAK STEVEN J & REGINA M
8802 W 9TH AVE
KENNEWICK, WA 99336

37
MEYER JENNIFER R
8945 W 9TH AVE
KENNEWICK, WA 99336

37
PREDDIE LEON J & BRENDA J
8919 W 9TH AVE
KENNEWICK, WA 99336

37
MERINO JOHN D & ANGELA M
8897 W 9TH AVE
KENNEWICK, WA 99336

37
BALL GLENN A & JODY D
827 S OKLAHOMA ST
KENNEWICK, WA 99336

37
HENSON LISA M
752 S OKLAHOMA ST
KENNEWICK, WA 99336

37
RINABARGER ERIN & STEVEN
8879 W 9TH AVE
KENNEWICK, WA 99336

37
WILCOX TRUSTEES WAYNE & KAREN F
755 S OKLAHOMA ST
KENNEWICK, WA 99336

37
TSCHAUNER JUSTIN C
826 S NEVADA ST
KENNEWICK, WA 99336

37
MOORE CHARLES ANTHONY & SHARON
KAY
756 S NEVADA ST
KENNEWICK, WA 99336

37
GILLIAM JAMES A & MARI DE JESUS
8853 W 9TH AVE
KENNEWICK, WA 99336

37
PRATT BRYAN & STACIE
8827 W 9TH AVE
KENNEWICK, WA 99336

37
BRULOTTE NANCY A
823 S NEVADA ST
KENNEWICK, WA 99336

37
HULL VERNON & MICHELLE
759 S NEVADA ST
KENNEWICK, WA 99336



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

FILE/PROJECT NUMBER: ED-2024-0008

DESCRIPTION OF PROPOSAL: To change the properties land use designation from Low Density Residential to Industrial and rezone them from Residential, Low to Industrial, Light.

PROPONENT: Knutzen Engineering, c/o Paul Knutzen, 5401 Ridgeline Drive, Unit 160, Kennewick, WA 99338

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY: 803 S Steptoe Street, Parcel Numbers: 101884010981002 and 107892013596001

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: July 8, 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 July 22, 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-2024-0008 File



BENTON CLEAN AIR AGENCY

October 8, 2024

Re: COZ-2024-0001

Steve Donovan, AICP
Community Planning
PO Box 6108
Kennewick, WA 99336

Dear Mr. Donovan:

It has come to our attention that you are reviewing a proposal for the above named applicant in which a parcel or parcels will be disturbed for development. Because these activities may cause possible fugitive dust emissions, we would like to take this opportunity to provide information to ensure that the applicant takes reasonable steps to control the dust from his/her project.

The Benton Clean Air Agency (BCAA) requires the applicant submit a Proof of Contact: Soil Destabilization Notification for this project prior to any excavation/construction taking place. This will insure that the proponent has the ability and resources to control fugitive dust emissions that may be created as a result of construction activities. This will also inform them of the regulations and requirements of the BCAA. Additionally, a written dust control plan must be developed and maintained for all soil destabilization projects, and must be readily available upon request by the BCAA. Part of this plan is submitting the name of at least one person for the project so that the BCAA has a point of contact should we receive any dust complaints from the project. The Soil Destabilization Notification form can be found and submitted on our website, www.bentoncleanair.org.

Thank you for the opportunity to comment on this proposal. If you have any questions, or would like further information on this subject, please contact us at (509) 783-1304.

Sincerely,

Deon Steichen

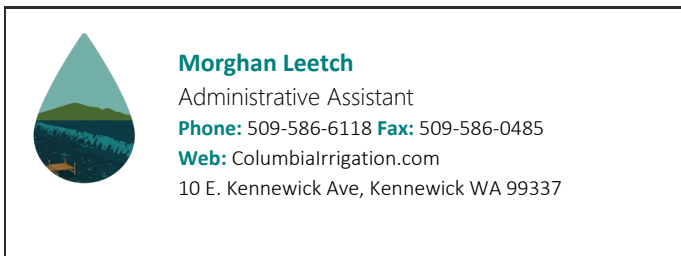
Deon Steichen
Inspector

From: [CID](#)
To: [Steve Donovan](#)
Subject: RE: COZ-2024-0001
Date: Wednesday, October 9, 2024 7:36:58 AM
Attachments: [image002.png](#)
[image004.png](#)
[image001.png](#)

Good Morning Steve,

CID has no comment as this is outside of our District Boundaries.

Have a great day



From: Steve Donovan <Steve.Donovan@ci.kennewick.wa.us>
Sent: Tuesday, October 8, 2024 8:25 AM
To: BC Planning - Greg Wendt <Greg.Wendt@co.benton.wa.us>; BC Planning - Michelle Cooke <michelle.cooke@co.benton.wa.us>; Ben Franklin Transit - Kevin Sliger <ksliger@bft.org>; Benton Clean Air - Deon Steichen <deon.steichen@bentoncleanair.org>; Benton Clean Air Authority - Tyler Thompson <tyler.thompson@bentoncleanair.org>; Benton Clean Air John Lyle <john.lyle@bentoncleanair.org>; Benton Franklin Health Dept. - Erin Hockaday <erint@bfhd.wa.gov>; Benton Franklin Health Dept. - Jack Howard <Jack.howard@bfhd.wa.gov>; Benton PUD - Angela Richman <richmana@bentonpud.org>; Benton PUD - engineering services <engservice@bentonpud.org>; Benton PUD - Jeff Vosahlo <vosahloj@bentonpud.org>; Benton PUD Chad Brooks <brooksc@bentonpud.org>; Benton PUD Evan Edwards <edwardse@bentonpud.org>; Benton PUD Shanna Everson <eversons@bentonpud.org>; Benton PUD Tina Glines <glinest@bentonpud.org>; BPA - Deborah Rodgers <dxrogers@bpa.gov>; BPA - Nicole Cummings <NMCummings@bpa.gov>; BPA - Angela Castle <ACCastle@BPA.gov>; Cascade Natural Gas - Arnie Garza <arnie.garza@cngc.com>; Charter - Junior Campos <junior.campos@charter.com>; City of Richland - Mike Stevens <mstevens@ci.richland.wa.us>; CNGC - James Thomas <James.Thomas@cngc.com>; CID <cid@columbiairrigation.com>; Dustin Fisk - Kennewick School District (dustin.fisk@ksd.org) <dustin.fisk@ksd.org>; Homero Gonzalez <Homero.Gonzalez@ziply.com>; Kevin Fuerst - Waste Management <kfuerst1@wm.com>; KID Development <development@kid.org>; Mike Beck - Spectrum <Mike.Beck@charter.com>; Mike Slack - Waste Management <MSlack1@wm.com>; Spectrum <Ryan.Sams@charter.com>; US Army Corps of Engineers - Seattle <paoteam@nws02.usace.army.mil>; US Army Corps of Engineers - Walla Walla <cenww-re@usace.army.mil>; Williams Pipeline - Eric Smull <Eric.Smull@williams.com>; Williams Pipeline - Jean Brady <Jean.Brady@Williams.com>; WSDOT <scplanning@wsdot.wa.gov>; Ziply Fiber Christy Ross <christy.ross@ziply.com>

From: [Daniel Tissell](#)
To: [Steve Donovan](#)
Subject: RE: COZ-2024-0001
Date: Friday, October 11, 2024 7:08:49 AM
Attachments: [image002.jpg](#)
[image004.png](#)
[image005.png](#)

Steve,

KID has no comment regarding this matter.

Thanks,

Daniel Tissell, P.E.
Engineering Manager
Kennewick Irrigation District
2015 S. Ely Street
Kennewick, WA 99337
(509) 586-6012 ext. 116



From: Steve Donovan <Steve.Donovan@ci.kennewick.wa.us>
Sent: Tuesday, October 8, 2024 8:25 AM
To: BC Planning - Greg Wendt <Greg.Wendt@co.benton.wa.us>; BC Planning - Michelle Cooke <michelle.cooke@co.benton.wa.us>; Ben Franklin Transit - Kevin Sliger <ksliger@bft.org>; Benton Clean Air - Deon Steichen <deon.steichen@bentoncleanair.org>; Benton Clean Air Authority - Tyler Thompson <tyler.thompson@bentoncleanair.org>; Benton Clean Air John Lyle <john.lyle@bentoncleanair.org>; Benton Franklin Health Dept. - Erin Hockaday <erint@bfhd.wa.gov>; Benton Franklin Health Dept.- Jack Howard <Jack.howard@bfhd.wa.gov>; Benton PUD - Angela Richman <richmana@bentonpud.org>; Benton PUD - engineering services <engservice@bentonpud.org>; Benton PUD - Jeff Vosahlo <vosahloj@bentonpud.org>; Benton PUD Chad Brooks <brooksc@bentonpud.org>; Benton PUD Evan Edwards <edwardse@bentonpud.org>; Benton PUD Shanna Everson <eversons@bentonpud.org>; Benton PUD Tina Glines <glinest@bentonpud.org>; BPA - Deborah Rodgers <dxrodgers@bpa.gov>; BPA - Nicole Cummings <NMCummings@bpa.gov>; BPA- Angela Castle <ACCastle@BPA.gov>; Cascade Natural Gas- Arnie Garza <arnie.garza@cngc.com>; Charter - Junior Campos <junior.campos@charter.com>; City of Richland - Mike Stevens <mstevens@ci.richland.wa.us>; CNGC - James Thomas <James.Thomas@cngc.com>; Columbia Irrigation District <cid@columbiairrigation.com>; Dustin Fisk - Kennewick School District (dustin.fisk@ksd.org) <dustin.fisk@ksd.org>; Homero Gonzalez <Homero.Gonzalez@ziply.com>; Kevin Fuerst - Waste Management <kfuerst1@wm.com>; Development <development@kid.org>; Mike Beck - Spectrum <Mike.Beck@charter.com>; Mike Slack - Waste Management <MSlack1@wm.com>; Spectrum <Ryan.Sams@charter.com>; US Army Corps of Engineers - Seattle <paoteam@nws02.usace.army.mil>; US Army Corps of Engineers- Walla Walla <cenww-re@usace.army.mil>; Williams Pipeline- Eric Smull <Eric.Smull@williams.com>;

Planning Commission Action Summary
COZ-2024-0001 – Knutzen Engineering, c/o Paul Knutzen

The Kennewick Planning Commission conducted a public hearing on December 2, 2024. All interested parties were notified to come before the commission and be heard. After reviewing the staff report and all oral and written facts and opinions, the Commission passed a motion on the proposed Change of Zone, concurring with the findings and conclusions in the staff report COZ-2024-0001 and recommends to City Council approval of the proposed Change of Zone contained in the staff report.

Findings of Fact

1. The applicant is Knutzen Engineering, c/o Paul Knutzen, 5401 Ridgeline Drive, Unit 160, Kennewick, WA 99338.
2. The property owner is T3 Development, 3906 W 43rd Avenue, Kennewick, WA 99337.
3. The proposed Change of Zone is located at 803 S Steptoe Street. Parcel Numbers: 1-0188-401-0981-002 and 1-0789-201-3596-001.
4. The City's Comprehensive Plan Land Use Designation for the subject property is Industrial.
5. The City changed the land use designation for the site on October 1, 2024 as part of the 2024 Comprehensive Plan Amendment Cycle.
6. The request is to change the zoning from Residential, Low Density to Industrial, Light.
7. The Industrial, Light Zoning District is an implementing zone of the Industrial Comprehensive Plan Land Use Map Designation.
8. The application was submitted on October 7, 2024.
9. The application was declared complete, routed for review to City Departments and outside agencies on October 8, 2024.
10. Access to the site is via S Steptoe Street.
11. The Environmental Determination of Non-Significance, ED-2024-0008, was issued July 8, 2024.
12. The Property Posting sign for the public hearing was posted on site November 13, 2024.
13. Notice of the public hearing for this application was published in the Tri-City Herald on November 17, 2024.
14. Notices for the hearing were mailed to property owners within 300 feet of the site on November 13, 2024.
15. The proposed amendment conforms to the comprehensive plan.
16. The proposed amendment promotes the public necessity, convenience and general welfare.
17. The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands, which are deemed unacceptable by the City.
18. The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan.

Conclusions of Law

1. Approval will implement the Comprehensive Plan Land Use Designation of Industrial.
2. Approval will not result in an increase of adverse environmental impacts; future uses will be subject to environmental regulations.
3. Approval will implement Industrial Goal 1, Policy 2; Goal 2, Policy 2 and Goal 3.
4. Approval will result in the promotion of public necessity, convenience and/or general welfare from economic development.
5. The proposed Change of Zone complies with KMC 18.51.070(2).

The motion to approve was moved by Commissioner Hempstead and seconded by Commissioner Griffith. The motion passed unanimously, with Commissioners Gregory, Griffith, Short, Hempstead and Vice Chairman Helgeson, all in favor.

Council Agenda Coversheet	Item Number: 5.b. Date: 12/17/2024 Item Type: Ordinance Subject: Ordinance: Clearing and Grading - Amending Kennewick Municipal Code 18.72 Department: Community Planning Ordinance # Permit # DCA-2024-0005	Category: Ordinance
		
<u>Recommendation</u> The Planning Commission recommends that City Council concur with the findings and conclusions contained in the staff report and approve Development Code Amendment DCA-2024-0005. <u>Motion for Consideration</u> Motion to adopt the ordinance as presented. <u>Summary</u> At the public hearing, staff presented the amendments and described how the Public Works Department would become the administrator of the code. Public testimony in favor of the amendments was submitted at the hearing. Additionally, a member of the public had questions about how the permit fees may change as a result of the proposed amendment. At this time, the staff is not proposing changes to the permit fee. The Planning Commission voted 5 to 0 to recommend approval to the City Council. <u>Alternatives</u> None Recommended. <u>Fiscal Impact</u> None		
<u>Attachments:</u> 1. Ordinance 2. Redline 3. Presentation 4. Staff Report 5. PC Action Summary		

CITY OF KENNEWICK
ORDINANCE NO. 24-_____

AN ORDINANCE RELATING TO ZONING AND AMENDING CHAPTER
18.72 OF THE KENNEWICK MUNICIPAL CODE

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

Section 1. Chapter 18.72 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

18.72: – Clearing and Grading

18.72.010: - Applicability.

No person shall do any excavation or grading without first obtaining a Land Use Clearing and Grading Permit issued by the Public Works Department under the provisions of Chapter 18.42, except:

- (1) An excavation below finished grade for basements and footings of a building, retaining wall or other structure authorized by a valid building permit.
- (2) An excavation or fill or combination thereof, which does not exceed a total of 500 cubic yards.
- (3) Clearing and grading, excavation and/or fill, which does not exceed a total of 5,000 square feet and does not obstruct a drainage course.
- (4) An excavation and/or fill reviewed and approved as part of a building permit.
- (5) Excavations for water wells or tunnels or installation of service utilities by public and private utilities.
- (6) Cemetery graves.

(Ord. 24-_____ Sec. 1, 2024; Ord. 5560 Sec. 1, 2014; Ord. 5290 Sec. 3, 2010; Ord. 5180 Sec. 1, 2007)

18.72.020: - Review Process.

For excavation or grading in excess of 5,000 square feet, the Public Works Director shall review, approve, disapprove, or approve with conditions, the location of the site and its effect on the surrounding area.

- (1) Grading Plan: A 22-inch by 34-inch plan at a maximum scale of one inch to 100 feet or at a scale approved by the Public Works Department, clearly indicating the following:
 - (a) Graphic scale and north arrow;
 - (b) Dimensions of all property lines, easements, and abutting streets;

ORDINANCE 24-_____ - Page 1

- (c) Location and dimension of all on-site structures and the location of any structures within 15 feet of the subject property or which may be affected by the proposed work;
- (d) Accurate existing and proposed contour lines drawn at five-foot intervals, or less, intervals showing existing ground and details of terrain and area drainage to include surrounding off-site contours within 100 feet of the site;
- (e) Location of natural drainage systems, including perennial and intermittent streams, the presence of bordering vegetation, and flood plains;
- (f) Setback areas and any areas not to be disturbed;
- (g) Finished contours drawn at five-foot intervals as a result of grading;
- (h) Proposed drainage channels and related construction with associated underground storm drainage lines sized and connections shown;
- (i) General notes addressing the following (may be listed on cover sheet):
 - (i) Area in square feet of the entire property.
 - (ii) Area of work in square feet.
 - (iii) The number of cubic yards of soil to be added, removed, or relocated.
 - (iv) Type and location of fill origin and destination of any soil to be removed from site.
 - (v) If known, finished floor elevation(s) of all structures, existing and proposed.
- (j) Control measures to prevent erosion by air and/or runoff and sediment transport from the site to adjacent properties, city streets and city-owned storm drainage facilities;
- (k) Location of proposed streets; and
- (l) Locations of proposed retaining walls including the top of wall and finished grade elevations.

(Ord. 24-_____ Sec. 1, 2024; Ord. 5290 Sec. 4, 2010; Ord. 5204 Sec. 18, 2007; Ord. 5180 Sec. 1, 2007)

18.72.030: - Review Criteria.

To grant a land use permit under the provisions of Chapter 18.42, the Public Works Director shall make a determination that:

- (1) The proposed activity requires/does not require coverage under the NPDES Construction Stormwater General Permit issued by the Washington State Department of Ecology.

- (a) Sites requiring coverage that results in a disturbance of less than five acres, the project proponent may apply for the Erosivity Waiver in Section S.2.C. of the NPDES Construction Stormwater General Permit.
- (2) Compatibility of Proposed Use: The proposed activity would not be unreasonably detrimental to the surrounding area. The Public Works Director shall consider, but is not limited to, the following:
 - (a) Size and location of the activity;
 - (b) Traffic volume and patterns;
 - (c) Screening, landscaping, fencing and setbacks;
 - (d) Unsightliness, noise and dust;
 - (e) Surface drainage;
 - (f) Temporary and permanent erosion control.

(Ord. 24-_____ Sec. 1, 2024; Ord. 5290 Sec. 5, 2010; Ord. 5180 Sec. 1, 2007)

18.72.040: - Conformance with Public Works Director's Approved Plan Required.

In the event that a permit is granted, excavation, removal or fill shall be permitted only in accordance with the plan approved by the Public Works Director. Rehabilitation shall take place in accordance with the approved plan and in a logical sequence so that satisfactory conditions shall be maintained on the premises. Rehabilitation shall be done in stages compatible with continuing operations. The Public Works Director may require the drafting of rehabilitation plans by a licensed landscape architect.

(Ord. 24-_____ Sec. 1, 2024; Ord. 5180 Sec. 1, 2007)

18.72.050: - Final Approval.

After the applicant has completed the approved amount of excavation, fill, or other activity, the final grading of the site, site stabilization, and the applicant or another developer begins to develop or construct a new use on the site, the Public Works Department may give final approval provided reasonable progress is occurring on the construction or new use.

(Ord. 24-_____ Sec. 1, 2024; Ord. 5180 Sec. 1, 2007)

18.72.060: - Other Requirements/Non-City Review.

Issuing a permit under this Section does not relieve the holder from requirements of other government agencies. Review by other interested City, County, State and Federal organizations may be required.

(Ord. 5180 Sec. 1, 2007)

18.72.070: - Inspection and Enforcement Authority.

The Public Works Department shall have jurisdiction of the activities regulated in this Section after a special permit has been granted by the Public Works Director. For inspection purposes, any duly authorized member of this Department shall have the right and is empowered to enter upon any premises at reasonable hours where activities regulated by this Section are occurring. This Department is empowered to issue orders, grant, renew, and revoke such licenses as are provided for in accordance with this Section.

(Ord. 24-_____ Sec. 1, 2024; Ord. 5290 Sec. 6, 2010; Ord. 5180 Sec. 1, 2007)

18.72.080: - Expiration and Extensions.

The special permit shall be null and void if the applicant has not begun activity within six months after the granting of the permit, unless the Public Works Director grants an extension of time. Special permits are valid until the approved plans have been satisfactorily completed.

(Ord. 24-_____ Sec. 1, 2024; Ord. 5180 Sec. 1, 2007)

18.72.090: - Transferability of Permit.

The special permit is transferable to other persons, firms and corporations, and the special permit shall continue with the activity on the site unless a new special permit is granted.

(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 17th day of December, 2024, and signed in authentication of its passage this 17th day of December, 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
18th day of December, 2024

Approved as to Form:

LAURENCIO SANGUINO,
City Attorney

KRYSTAL TOWNSEND,
City Clerk

DATE OF PUBLICATION:

ORDINANCE EFFECTIVE DATE:

CITY OF KENNEWICK
ORDINANCE NO. 24-_____

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- (4) An excavation and/or fill reviewed and approved as part of a building permit.
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 - (b) Dimensions of all property lines, easements, and abutting streets;

ORDINANCE 24-_____ - Page 1

- (c) Location and dimension of all on-site structures and the location of any structures within 15 feet of the subject property or which may be affected by the proposed work;
- (d) Accurate existing and proposed contour lines drawn at five-foot intervals, or less, intervals showing existing ground and details of terrain and area drainage to include surrounding off-site contours within 100 feet of the site;
- (e) Location of natural drainage systems, including perennial and intermittent streams, the presence of bordering vegetation, and flood plains.
- (f) Setback areas and any areas not to be disturbed;
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 - (ii) Area of work in square feet.
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 - (iv) Type and location of fill origin and destination of any soil to be removed from site.
 - (v) If known, finished floor elevation(s) of all structures, existing and proposed.
- (j) Control measures to prevent erosion by air and/or runoff and sediment transport from the site to adjacent properties, city streets and city-owned storm drainage facilities;
- (k) Location of proposed streets; and
- (l) Locations of proposed retaining walls including the top of wall and finished grade elevations.

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In the event that a permit is granted, excavation, removal or fill shall be permitted only in accordance with the plan approved by the PlanningPublic Works Director. Rehabilitation shall take place in accordance with the approved plan and in a logical sequence so that satisfactory conditions shall be maintained on the premises. Rehabilitation shall be done in stages compatible with continuing operations. The PlanningPublic Works Director may require the drafting of rehabilitation plans by a licensed landscape architect.

(Ord. 24-_____ Sec. 1, 2024; Ord. 5180 Sec. 1, 2007)

18.72.050: - Final Approval.

After the applicant has completed the approved amount of excavation, fill, or other activity, the final grading of the site, site stabilization, and the applicant or another developer begins to develop or construct a new use on the site, the Community PlanningPublic Works Department may give final approval provided reasonable progress is occurring on the construction or new use.

(Ord. 24-_____ Sec. 1, 2024; Ord. 5180 Sec. 1, 2007)

18.72.060: - Other Requirements/Non-City Review.

Issuing a permit under this Section does not relieve the holder from requirements of other government agencies. Review by other interested City, County, State and Federal organizations may be required.

(Ord. 5180 Sec. 1, 2007)

18.72.070: - Inspection and Enforcement Authority.

The ~~Community Planning~~Public Works Department shall have jurisdiction of the activities regulated in this Section after a special permit has been granted by the PlanningPublic Works Director. For inspection purposes, any duly authorized member of this Department ~~and/or the City of Kennewick Municipal Services Department~~ shall have the right and is empowered to enter upon any premises at reasonable hours where activities regulated by this Section are occurring. This Department is empowered to issue orders, grant, renew, and revoke such licenses as are provided for in accordance with this Section.

(Ord. 24-_____ Sec. 1, 2024; Ord. 5290 Sec. 6, 2010; Ord. 5180 Sec. 1, 2007)

18.72.080: - Expiration and Extensions.

The special permit shall be null and void if the applicant has not begun activity within six months after the granting of the permit, unless the PlanningPublic Works Director grants an extension of time. Special permits are valid until the approved plans have been satisfactorily completed.

(Ord. 24-_____ Sec. 1, 2024; Ord. 5180 Sec. 1, 2007)

18.72.090: - Transferability of Permit.

The special permit is transferable to other persons, firms and corporations, and the special permit shall continue with the activity on the site unless a new special permit is granted.

(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 17th day of December, 2024, and signed in authentication of its passage this 17th day of December, 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
18th day of December, 2024

Approved as to Form:

LAURENCIO SANGUINO,
City Attorney

KRYSTAL TOWNSEND,
City Clerk

DATE OF PUBLICATION:

ORDINANCE EFFECTIVE DATE:

City Council Meeting

Development Code Amendment DCA-2024-0005

December 17, 2024



Application Summary

Applicant(s): City of Kennewick

Proposal: To amend Kennewick Municipal Code (KMC) Chapter 18.72 - Clearing and Grading. The amendment will change the primary reviewer from the Community Planning Department to the Public Works Department.

Staff Analysis

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

- ◆ The proposed amendments will primarily only change the Community Planning Department as the main administrator of grading permits to the Public Works Department. Other than two additional subsections in Section 18.72.020, all other review criteria remain unchanged.
- ◆ The Community Planning Department will remain the administrator of all State Environmental Policy Act processes if it is required for grading activity. Staff is of the opinion that the proposed amendments provide clear direction to which City Department is the primary reviewer of grading permits. The proposed amendments are not site specific.

Hearing Summary

- ◆ The Planning Commission held a public hearing for the proposed amendment on December 2, 2024.
- ◆ Public testimony in favor of the proposal was provided. Additionally, a question was asked in regard to whether or not the permit fee would stay the same or be calculated the same way as civil permits.
- ◆ The Planning Commission voted 5-0 to recommend approval of the amendment.

Recommendation

The Planning Commission recommends approval of Development Code Amendment DCA-2024-0005 to City Council.



COMMUNITY PLANNING DEPARTMENT

STAFF REPORT AND RECOMMENDATION TO
THE PLANNING COMMISSION

FILE No: DCA-2024-0005

Public Hearing Date: December 2, 2024

Proposal: Amend Kennewick Municipal Code (KMC) Chapter 18.72 – Clearing and Grading. The proposed amendment will change the administrators of the code from the Community Planning Department to the Public Works Department.

Applicant: City of Kennewick

Staff Contact: Steve Donovan, Planning Manager

Background:

Staff is of the opinion that the Public Works Department is better suited to process and review grading permits, in addition to providing a clearer review process for the public. Currently, the Public Works Department provides the technical review and inspections for clearing/grading activities.

Discussion and Analysis:

Staff has proposed the following amendments (underlined, strikethrough and in red) to KMC Chapter 18.72 – Clearing and Grading:

18.72.010: - Applicability.

No person shall do any excavation or grading without first obtaining a Land Use Clearing and Grading Permit issued by the Public Works Department ~~of Community Planning~~ under the provisions of Chapter 18.42, except:

- (1) An excavation below finished grade for basements and footings of a building, retaining wall or other structure authorized by a valid building permit.
- (2) An excavation or fill or combination thereof, which does not exceed a total of 500 cubic yards.
- (3) Clearing and grading, excavation and/or fill, which does not exceed a total of 5,000 square feet and does not obstruct a drainage course.
- (4) An excavation and/or fill reviewed and approved as part of a building permit.
- (5) Excavations for water wells or tunnels or installation of service utilities by public and private utilities.
- (6) Cemetery graves.

(Ord. 5560 Sec. 1; Ord. 5290 Sec. 3, 2010; Ord. 5180 Sec. 1, 2007)

18.72.020: - Review Process.

For excavation or grading in excess of 5,000 square feet, the ~~Public Works~~Planning Director shall review, approve, disapprove, or approve with conditions, the location of the site and its effect on the surrounding area.

- (1) Grading Plan: A 22-inch by 34-inch plan at a maximum scale of one inch to 100 feet or at a scale approved by the ~~Community Planning~~Public Works Department, clearly indicating the following:
 - (a) Graphic scale and north arrow;
 - (b) Dimensions of all property lines, easements, and abutting streets;
 - (c) Location and dimension of all on-site structures and the location of any structures within 15 feet of the subject property or which may be affected by the proposed work;
 - (d) Accurate existing and proposed contour lines drawn at five-foot intervals, or less, intervals showing existing ground and details of terrain and area drainage to include surrounding off-site contours within 100 feet of the site;
 - (e) Location of natural drainage systems, including perennial and intermittent streams, the presence of bordering vegetation, and flood plains.
 - (f) Setback areas and any areas not to be disturbed;
 - (g) Finished contours drawn at five-foot intervals as a result of grading;
 - (h) Proposed drainage channels and related construction with associated underground storm drainage lines sized and connections shown; and
 - (i) General notes addressing the following (may be listed on cover sheet):
 - (i) Area in square feet of the entire property.
 - (ii) Area of work in square feet.
 - (iii) The number of cubic yards of soil to be added, removed, or relocated.
 - (iv) Type and location of fill origin and destination of any soil to be removed from site.
 - (v) If known, finished floor elevation(s) of all structures, existing and proposed.
 - (j) Control measures to prevent erosion by air and/or runoff and sediment transport from the site to adjacent properties, city streets and city-owned storm drainage facilities.
 - (k) Location of proposed streets.
 - (l) Locations of proposed retaining walls including the top of wall and finished grade elevations.

(Ord. 5290 Sec. 4, 2010; Ord. 5204 Sec. 18, 2007; Ord. 5180 Sec. 1, 2007)

18.72.030: - Review Criteria.

To grant a land use permit under the provisions of Chapter 18.42, the ~~Planning~~Public Works Director shall make a determination that:

- (1) The proposed activity requires/does not require coverage under the NPDES Construction Stormwater General Permit issued by the Washington State Department of Ecology.
 - (a) Sites requiring coverage that results in a disturbance of less than five acres, the project proponent may apply for the Erosivity Waiver in Section S.2.C. of the NPDES Construction Stormwater General Permit.
- (2) Compatibility of Proposed Use: The proposed activity would not be unreasonably detrimental to the surrounding area. The PlanningPublic Works Director shall consider, but is not limited to, the following:
 - (a) Size and location of the activity;
 - (b) Traffic volume and patterns;
 - (c) Screening, landscaping, fencing and setbacks;
 - (d) Unsightliness, noise and dust;
 - (e) Surface drainage;
 - (f) Temporary and permanent erosion control.

(Ord. 5290 Sec. 5, 2010; Ord. 5180 Sec. 1, 2007)

18.72.040: - Conformance with PlanningPublic Works Director's Approved Plan Required.

In the event that a permit is granted, excavation, removal or fill shall be permitted only in accordance with the plan approved by the PlanningPublic Works Director. Rehabilitation shall take place in accordance with the approved plan and in a logical sequence so that satisfactory conditions shall be maintained on the premises. Rehabilitation shall be done in stages compatible with continuing operations. The PlanningPublic Works Director may require the drafting of rehabilitation plans by a licensed landscape architect.

(Ord. 5180 Sec. 1, 2007)

18.72.050: - Final Approval.

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Issuing a permit under this Section does not relieve the holder from requirements of other government agencies. Review by other interested City, County, State and Federal organizations may be required.

(Ord. 5180 Sec. 1, 2007)

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The Community PlanningPublic Works Department shall have jurisdiction of the activities regulated in this Section after a special permit has been granted by the PlanningPublic Works Director. For inspection purposes, any duly authorized member of this Department

~~and/or the City of Kennewick Municipal Services Department~~ shall have the right and is empowered to enter upon any premises at reasonable hours where activities regulated by this Section are occurring. This Department is empowered to issue orders, grant, renew, and revoke such licenses as are provided for in accordance with this Section.

(Ord. 5290 Sec. 6, 2010; Ord. 5180 Sec. 1, 2007)

18.72.080: - Expiration and Extensions.

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(Ord. 5180 Sec. 1, 2007)

Staff Analysis:

The proposed amendments will mostly only change the Community Planning Department as the main reviewer and processor of grading permits to the Public Works Department. Other than two additional subsections in Section 18.72.020, all other review criteria remain unchanged.

The Community Planning Department will remain the administrator of all State Environmental Policy Act processes if it is required for grading activity. Staff is of the opinion that the proposed amendments provide clear direction to which City Department is the primary reviewer of grading permits. The proposed amendments are not site specific.

Regulatory Controls and Policies:

- Kennewick Municipal Code Title 18
- Kennewick Comprehensive Plan

Findings of Fact:

1. The applicant is the City of Kennewick, Community Development, 210 W 6th Avenue, Kennewick, WA 99336.
2. The application was submitted on November 5, 2024.
3. Notice of the proposed code revision was sent to the Washington State Department of Commerce on November 5, 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 November 5, 2024.
6. The Notice of Public Hearing was published in the Tri City Herald on November 17, 2024.

Conclusion of Law:

1. The proposed amendments will affect the City of Kennewick's general welfare in a positive manner, by providing clarity and streamlining the review process.

Staff Recommendation:

Based on the above analysis of the applicant's request, staff recommends the Planning Commission forward a recommendation of APPROVAL 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-2024-0005 and recommend approval of the amendments to KMC Chapter 18.72 – Clearing and Grading to City Council.

Exhibits:

1. Staff Report

Planning Commission Action Summary
DCA-2024-0005 – City of Kennewick

The Kennewick Planning Commission conducted a public hearing on December 2, 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-2024-0005 and recommends to City Council approve the proposed Development Code Amendment contained in the staff report.

Findings of Fact

1. The applicant is the City of Kennewick, Community Development, 210 W 6th Avenue, Kennewick, WA 99336.
2. The application was submitted on November 5, 2024.
3. Notice of the proposed code revision was sent to the Washington State Department of Commerce on November 5, 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 November 5, 2024.
5. The Department of Commerce granted expedited review on December 4, 2024.
6. The Notice of Public Hearing was published in the Tri City Herald on November 17, 2024.

Conclusion of Law

1. The proposed amendments will affect the City of Kennewick's general welfare in a positive manner, by providing clarity and streamlining the review process.

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

Council Agenda Coversheet	Item Number: 5.c. Date: 12/17/2024	Category: Ordinance
	Item Type: Ordinance Subject: Ordinance: Fall Budget Adjustment Department: Finance Ordinance #	
<u>Recommendation</u> Staff recommends Council adopt the fall budget adjustment ordinance as presented. <u>Motion for Consideration</u> Motion to adopt the 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 fourth amendment to the City's 2023/2024 biennial budget. Significant items included are as follows: • To revise revenue in various funds including grants, electric utility tax, hotel/motel tax, proceeds from sale of surplus property, and charges for services. • To appropriate for the following: ○ new grants for three drones in Police, to conduct a city-wide context from its founding through 1970s, periodic update to the City's Comp Plan, and ballistic vests. ○ additional credit card fees. ○ the City's actual 2023-2024 assessments for voter registration. ○ increased costs associated with liability insurance. ○ projects previously approved by Council including E 10th Relocation, 10th Shops Mechanics Bay HVAC, and design and preliminary site work and long lead items for the Convention Center Expansion Project. <u>Alternatives</u> None recommended. <u>Fiscal Impact</u> Total increase in appropriations of \$2,432,091, which represents less than a 1% increase to the 2023/2024 adjusted biennial budget.		
<u>Attachments:</u> 1. Ordinance 2. Summary 3. Adjustment Detail		

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	\$65,183
Capital Improvement Fund	189,858
Medical Services Fund	1,000
Coliseum Fund	589,444
Columbia Park Golf Course Fund	50,000
Equipment Rental Fund	173,680
Risk Management Fund	1,000,900
Debt Service Fund	2,000
Central Stores Fund	144,079
BI-PIN Operations Fund	47,947
Public Safety Fund	148,000
Lodging Tax Fund	<u>20,000</u>
Total Increase in Appropriations	<u>\$2,432,091</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
17th day of December, 2024, and signed in authentication of its passage this 17th day of
December, 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
18th day of December, 2024

Approved as to Form:

LAURENCIO SANGUINO,
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. #24-6054 Adjustment (5/24)	Ord. #24- Adjustment (12/24)	Amended Biennial Budget
GENERAL GOV'T OPERATIONS						
General Fund	\$ 121,188,416	\$ 8,396,424	\$ 224,132	\$ 4,686,025	\$ 65,183	\$ 134,560,180
Street Fund	5,545,461	-	-	-	-	5,545,461
Subtotal	126,733,877	8,396,424	224,132	4,686,025	65,183	140,105,641
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	189,858	74,513,203
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	-	-	1,000	41,354,317
Building Safety Fund	5,883,000	1,264,686	-	-	-	7,147,686
Coliseum Fund	9,326,400	(17,156)	1,000,000	506,700	589,444	11,405,388
Stormwater Utility Fund	6,965,250	1,058,367	-	-	-	8,023,617
Columbia Park Golf Course Fund	956,000	-	37,195	-	50,000	1,043,195
Equipment Rental Fund	15,516,451	3,680,627	1,280,000	5,643,000	173,680	26,293,758
Central Stores Fund	693,087	4,432	-	-	144,079	841,598
Risk Management Fund	6,244,944	954,981	1,154,500	-	1,000,900	9,355,325
DEBT SERVICE						
Debt Service Fund	7,498,598	-	-	-	2,000	7,500,598
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	-	47,947	2,136,693
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	148,000	5,104,750
Cash Reserve Fund	3,200,000	14,006	-	260,000	-	3,474,006
Lodging Tax Fund	5,584,500	3,449	-	79,500	20,000	5,687,449
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	\$ 2,432,091	\$ 523,836,057

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 #24-6054 (5/24) is the spring budget adjustment.

CITY OF KENNEWICK
Budget Adjustment Ordinance No. 24-

BARS Account			Adopted Budget	Proposed Adjustment	Amended Budget	Explanation
GENERAL FUND REVENUES						
001070	334026	WATPA Grant	80,613	31,000	111,613	Grant award for three drones
001060	333045	Department of Archaeology and Historic Pr	-	29,900	29,900	Grant award to conduct a city-wide historic context from its founding through 1970s
001060	334042	Middle Housing Grant - GMA	365,000	(290,000)	75,000	Reduce grant award, taking regional approach
001060	334043	Department of Commerce	-	87,500	87,500	Grant award to complete required periodic update to City's Comp Plan
001080	342201	Fire Protection Services	26,852	34,893	61,745	Recognize reimbursement from BCFD #1 for SEWSOG & Water Follies
001080	367001	Donations - Fire Department	-	22,284	22,284	Funds received from Firehouse Subs Grant for replacement of ballistic vests
001080	369900	Miscellaneous Revenue	-	1,606	1,606	Funds received from public surplus of non-usable fire hose and related equipment
001000	397035	Transfer from Public Safety	4,956,750	148,000	5,104,750	Revised 23.24 revenue projection
Net Increase (Decrease) in Revenues				<u>\$ 65,183</u>		
GENERAL FUND EXPENDITURES						
FINANCE DEPARTMENT						
<i>Customer Service</i>						
B4514230	549042	Credit Card Fees	412,500	280,000	692,500	Appropriate for increased credit card fees
Total Finance				280,000		
FIRE DEPARTMENT						
<i>Fire Suppression</i>						
F1522200	531049	Protective Clothing	300,044	22,284	322,328	Funds received from Firehouse Subs Grant for replacement of ballistic vests
F1522200	531074	Vehicle and Apparatus Supplies	8,700	1,606	10,306	Funds received from public surplus of non-usable fire hose and related equipment
<i>IMT Reimbursement</i>						
F1522240	512000	Overtime	31,360	30,761	62,121	Expenses reimbursed by BCFD #1 for SEWSOG & Water Follies
F1522240	520001	Social Security (FICA)	-	806	806	" "
F1522240	520003	Retirement	-	3,202	3,202	" "
F1522240	520007	WA Family Leave	-	124	124	" "
<i>Fire Suppression Capital</i>						
Total Fire				58,783		
PARKS AND RECREATION DEPARTMENT						
<i>General Parks Facilities</i>						
K2576810	531007	Purchases from Central Stores	102,011	53,200	155,211	Appropriate for unanticipated use and price increases
K2576810	531009	Irrigation Parts-Cntral Stores	87,285	40,000	127,285	" "
<i>Other City Facilities</i>						
K2576900	531007	Purchases from Central Stores	24,888	3,000	27,888	" "
Total Parks/Rec				96,200		
POLICE DEPARTMENT						
<i>Police Investigations Capital</i>						
L1594210	564003	Machinery & Equipment	-	31,000	31,000	Appropriate funds for 3 drones, funding from WATPA grant

CITY OF KENNEWICK
Budget Adjustment Ordinance No. 24-

BARS Account			Account Title	Adopted Budget	Proposed Adjustment	Amended Budget	Explanation
Total Police					31,000		
COMMUNITY PLANNING DEPARTMENT							
<i>Long Range Planning</i>							
N1558600	541005		Contractual/Consulting Srves	450,000	(172,600)	277,400	Remove \$290K grant funding and include grant funding for GMA periodic update and DAHP grant
Total Comm Planning					(172,600)		
NON-DEPARTMENTAL							
<i>Voter Registration</i>							
Z1514900	541032		Benton County-Voter Registration	201,000	55,000	256,000	Appropriate for additional costs based on City's allocation
NON-DEPARTMENTAL (Continued)							
<i>Transfers Out</i>							
Z1597100	500006		Transfer to Risk Management	3,075,000	915,000	3,990,000	Appropriate for increased liability insurance and other costs
Total Non-Deptl					970,000		
Z1508900	500000		Ending Fund Balance	12,943,303	(1,198,200)	11,745,103	Net impact on ending fund balance
Net Increase (Decrease) in Appropriations					65,183		
BI-PIN OPERATIONS FUND							
106000	341803		Computer Operations	2,088,746	47,947	2,136,693	Anticipated revenue for BI-Pin Operations Fund
Net Increase (Decrease) in Revenues					47,947		
M4521100	511000		Salaries and Wages	661,810	21,055	682,865	Appropriate funds to reflect adjustments adopted by BIPIN Executive Committee
M4521100	531001		Office Supplies	325	275	600	" "
M4521100	531002		Operating Supplies	1,100	(200)	900	" "
M4521100	535001		Small Tools and Minor Equip	1,100	(300)	800	" "
M4521100	536001		Software Supplies	2,000	(500)	1,500	" "
M4521100	541001		Audit Fees	1,450	600	2,050	" "
M4521100	542002		Cell Phone Charges	2,700	442	3,142	" "
M4521100	542004		WAN Charges	239,112	(38,295)	200,817	" "
M4521100	548011		Maintenance Agreements	838,970	65,095	904,065	" "
M4521100	549001		Dues & Subscriptions	3,728	(225)	3,503	" "
Net Increase (Decrease) in Appropriations					47,947		
ASSET FORFEITURE FUND							
R1521230	535001		Small Tools and Minor Equip	10,000	5,000	15,000	Appropriate additional funding for small tools and minor equipment
R1521230	543002		Travel & Training Expense	-	20,000	20,000	Appropriate funding for supervisor training
R1508300	500000		Ending Fund Balance	223,952	(25,000)	198,952	Net impact on ending fund balance.

CITY OF KENNEWICK
Budget Adjustment Ordinance No. 24-

BARS Account		Account Title	Adopted Budget	Proposed Adjustment	Amended Budget	Explanation
Net Increase (Decrease) in Appropriations				-		
PUBLIC SAFETY FUND						
112000	316409	Electricity Utility Tax	3,510,834	\$ 148,000	3,658,834	Revised 23.24 revenue projection
Net Increase (Decrease) in Revenues				\$ 148,000		
R2597100	500001	Transfer to General Fund	4,956,750	\$ 148,000	5,104,750	Appropriate anticipated additional funds to the General Fund
Net Increase (Decrease) in Appropriations				\$ 148,000		
LODGING TAX FUND						
116000	313301	Hotel/Motel Sales and Use Tax	2,836,000	20,000	2,856,000	Revised 23.24 revenue projection
Net Increase (Decrease) in Revenues				20,000		
R4597100	500034	Transfer to Coliseum Fund	1,400,000	20,000	1,420,000	Correction to match 2024 LTAC award
Net Increase (Decrease) in Appropriations				20,000		
DEBT SERVICE FUND						
200256	397015	Transfer fm Capital Improvment	873,050	2,000	875,050	Appropriate funds for debt service costs
Net Increase (Decrease) in Revenues				2,000		
D1592223	589003	Debt Service Costs	650	2,000	2,650	Appropriate funds for debt service costs
Net Increase (Decrease) in Appropriations				2,000		
D3592351	582001	LID Interest Expense	-	1,000	1,000	Appropriate funds for LID interest expense
D2508500	500000	Ending Fund Balance	43,514	(1,000)	42,514	
Net Increase (Decrease) in Appropriations				-		
CAPITAL IMPROVEMENT FUND						

CITY OF KENNEWICK
Budget Adjustment Ordinance No. 24-

BARS Account			Adopted Budget	Proposed Adjustment	Amended Budget	Explanation
300000	395101	Proceeds from Sale of Land	1,124,530	189,858	1,314,388	Sale of surplus property 10th & Gum
		Net Increase (Decrease) in Revenues		189,858		
<i>Land and Facilities</i>						
K3518200	548067	Surplus Property Maintenance	-	288,000	288,000	Appropriate funds for E. 10th Relocation costs
K3594180	562008	City Facility HVAC Replacement	-	109,852	109,852	Appropriate funds for 10th shops mechanics bay HVAC as approved by Council on 10-01-2024
P4575400	541054	Conv Ctr Cont - City of Pasco	966,000	234,000	1,200,000	Per agreement with KPPD and City of Pasco associated with annual contribution to KPPD
P4575400	549081	Convention Center Expansion	-	8,063,950	8,063,950	06/04/24 Council approved funding for design costs & prelim site work for Convention Center
P4597100	500003	Transfer to Debt Service Fund	7,498,598	2,000	7,500,598	Appropriate transfer for debt service cost
P4597100	500014	Transfer to Equip Rental Fund	4,846,906	35,000	4,881,906	Appropriate funds for forklift
P4508500	500000	Ending Fund Balance	21,573,789	(8,542,944)	13,030,845	Net impact on ending fund balance
		Net Increase (Decrease) in Appropriations		189,858		
MEDICAL SERVICES FUND						
402000	369900	Miscellaneous Revenue	-	1,000	1,000	Recognize funds received from Greater Health Now
		Net Increase (Decrease) in Revenues		1,000		
<i>Medical Services Facilities</i>						
F2522700	541005	Contractual/Consulting Srvcs	8,182	1,000	9,182	Unanticipated increase for Medical Program Director assessment
		Net Increase (Decrease) in Appropriations		1,000		
COLISEUM FUND						
404000	362005	Coliseum Event Revenue	2,958,000	(334,065)	2,623,935	Revise 23.24 revenue estimate
404000	362007	Ice Arena Revenue	840,000	72,359	912,359	" "
404000	362014	Food & Beverage Revenue	3,138,400	209,232	3,347,632	" "
404000	362016	Advertsing/Sponsorship Revenue	650,000	621,918	1,271,918	" "
404000	397009	Transfer from Lodging Tax Fund	1,400,000	20,000	1,420,000	Appropriate LTAC award
		Net Increase (Decrease) in Revenues		589,444		
Q1575200	541061	Event Expenses	1,421,000	100,000	1,521,000	Appropriate increased operational costs
Q1575200	541086	Occupancy	1,525,600	100,000	1,625,600	Appropriate increased operational costs
Q1575200	541089	Payroll/Taxes/Benefits	4,775,600	369,444	5,145,044	Appropriate increased operational costs
Q1594750	563073	Other Improvements	2,046,700	20,000	2,066,700	
		Net Increase (Decrease) in Appropriations		589,444		
COLUMBIA PARK GOLF COURSE FUND						
406000	347301	Green Fees and Other Charges	604,000	50,000	654,000	Revise 23.24 revenue estimate
		Net Increase (Decrease) in Revenues		50,000		

CITY OF KENNEWICK
Budget Adjustment Ordinance No. 24-

			Adopted	Proposed	Amended	Explanation
BARS Account		Account Title	Budget	Adjustment	Budget	
K6576600	541065	General & Administrative	202,000	6,000	208,000	Appropriate increased operational costs
K6576600	541081	Maintenance	304,000	20,000	324,000	" "
K6576600	541087	Operations & Marketing	338,000	19,000	357,000	" "
K6576600	541088	Other Operating Expenses	27,000	5,000	32,000	" "
Net Increase (Decrease) in Appropriations				<u>50,000</u>		
WATER/SEWER FUND						
<i>Debt Service Principal</i>						
W1591350	578031	WPCRF Loan WWTP Ph II	8,903	98,000	106,903	Payoff remaining balance of Ecology Loan
<i>Debt Service Interest</i>						
W1592350	583041	WPCRF Interest - WWTP Ph II	-	1,600	1,600	Payoff remaining balance of Ecology Loan
W1508800	500000	Ending Working Capital	20,964,803	(99,600)	20,865,203	Net impact on ending fund balance
Net Increase (Decrease) in Appropriations				<u>\$ -</u>		
EQUIPMENT RENTAL FUND						
501000	331019	EECBG Grant	-	138,680	138,680	EECBG funding for 2 electric vehicle trucks and charging stations
501000	397015	Transfer fm Capital Improvement	4,846,906	35,000	4,881,906	Funding for forklift
Net Increase (Decrease) in Revenues				<u>173,680</u>		
M7594180	564008	Transportation Equipment	15,019,525	298,680	15,318,205	Appropriate increase for forklift, mower, and 2 electric vehicle trucks and charging stations
M7508800	500000	Ending Working Capital	6,164,347	(125,000)	6,039,347	Net impact on ending fund balance
Net Increase (Decrease) in Appropriations				<u>173,680</u>		
CENTRAL STORES FUND						
502000	348018	Copier - Reproduction Charges	163,220	5,808	169,028	Appropriate for unanticipated use and price increases
502000	348020	Sales of Supplies	233,325	108,289	341,614	" "
502000	348021	Sales of Irrigation Supplies	110,000	25,572	135,572	" "
502000	348022	Sale of Street Supplies	24,000	4,410	28,410	" "
Net Increase (Decrease) in Revenues				<u>144,079</u>		
M8518500	534003	CS Supplies - General	228,825	113,384	342,209	" "
M8518500	534004	CS Supplies - Office	4,500	713	5,213	" "
M8518500	534006	CS Supplies - Irrigation	110,000	25,572	135,572	" "
M8518500	534007	CS Supplies - Street	24,000	4,410	28,410	" "
Net Increase (Decrease) in Appropriations				<u>144,079</u>		

CITY OF KENNEWICK
Budget Adjustment Ordinance No. 24-

BARS Account			Adopted Budget	Proposed Adjustment	Amended Budget	Explanation
RISK MANAGEMENT FUND						
503000	372001	Insurance Claim Recoveries	1,014,000	85,900	1,099,900	Revise 23.24 revenue estimate
503000	397001	Transfer fm General Fund	3,075,000	915,000	3,990,000	Appropriate for increased liability insurance and other costs
		Net Increase (Decrease) in Revenues		1,000,900		
B6519000	520005	Payments to Claimants	150,000	41,608	191,608	Appropriate for unexpected payments to claimants
B6519000	546001	Insurance Expense	4,184,412	265,913	4,450,325	Appropriate for increased liability insurance costs
B6519000	546007	Self-Insured Retention Pmts	750,000	693,379	1,443,379	Appropriate for unexpected self insured insurance cost increases
		Net Increase (Decrease) in Appropriations		1,000,900		

Council Agenda Coversheet 	Item Number: 6.a. Date: 12/17/2024 Item Type: Public Hearing Subject: Ordinance: Assumption of the Transportation Benefit District Department: City Manager Ord/Reso #	Category: Public Mtg / Hrg Ordinance
<u>Recommendation</u> Staff recommends that after holding a public hearing, Council adopt the ordinance as presented. <u>Motion for Consideration</u> Motion to approve the ordinance as presented. <u>Summary</u> On November 19, 2024, City Council approved the creation of a Transportation Benefit District. A Transportation Benefit District is a quasi-municipal corporation and an independent taxing district. As such, a TBD has separate annual financial reporting requirements per RCW 43.09.230. Pursuant to RCW 36.74, any city that forms a TBD with the same boundaries as the city may absorb the TBD and assume all of its “rights, powers, functions, and obligations,” with the result that the TBD ceases to exist as a separate legal entity. If the City absorbs the TBD, the additional financial reporting requirements will go away, but the benefits of the TBD will remain in-tact as the City will assume those duties and functions. The result of this proposal will be a reduction in the burden upon the finance department as they will no longer be required to produce a separate set of financials for the TBD and the City; it can be incorporated into one financial report. The RCW’s 36.73 and 36.74 require this two-step process; RCW 36.73 affords the City access to the revenue opportunities of a transportation district, but the city must create the district first. RCW 36.74 allows the City to assume the transportation district but retain those revenue opportunities while at the same time reducing the amount of reporting and staff time. On December 3, 2024, City Council approved Resolution No. 24-24 indicating its intention to conduct a hearing concerning the assumption of the Kennewick TBD and setting December 17, 2024, at 6:30 as the date and time for the hearing. Pursuant to RCW 36.74.020-.030, the Resolution was published at least two times during the two weeks preceding the hearing, on December 6, 2024, and December 13, 2024. During the public hearing, council must consider the assumption of the rights, powers, functions, and obligations of the transportation benefit district and hear those appearing and all protests and objections to it. Staff recommends council hold a public hearing regarding the assumption of the Kennewick TBD and approve the Ordinance as presented. <u>Alternatives</u> Council can choose not to approve the ordinance as presented, which will result in the Kennewick Transportation District remaining as a separate legal entity with separate financial reporting obligations. Staff does not recommend this alternative. <u>Fiscal Impact</u> There is no immediate financial impact, the assumption of the TBD will reduce the financial reporting burden on the Finance Department staff.		
<u>Attachments:</u> 1. Ordinance		

CITY OF KENNEWICK
ORDINANCE NO. 24-_____

AN ORDINANCE OF THE CITY OF KENNEWICK, WASHINGTON
ASSUMING THE RIGHTS, POWERS, FUNCTIONS, IMMUNITIES, AND
OBLIGATIONS OF THE KENNEWICK TRANSPORTATION BENEFIT
DISTRICT; PROVIDING SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, on November 19, 2024, the City Council of the City of Kennewick adopted Ordinance No. 24-6070 creating the Kennewick Transportation Benefit District (“Kennewick TBD”) with the same boundaries as the City limits, in accordance with Chapter 36.73 RCW; and

WHEREAS, Chapter 36.74 authorizes the City to assume the rights, powers, functions, and obligations of the existing Kennewick TBD; and

WHEREAS, this action will significantly simplify the administration and use of the funds collected for transportation improvements for greater efficiency of government; and

WHEREAS, the Kennewick Transportation Benefit District has not yet collected any funds, does not have any contracts, has not committed to any projects and has not spent any funds, which simplifies the transfer of authority; and

WHEREAS, the Kennewick Transportation Benefit District as yet does not have any assets, simplifying the transfer of authority; and

WHEREAS, on December 3, 2024, the City Council adopted Resolution No. 24-24 declaring the City’s intent to conduct a public hearing to consider the proposed assumption of the rights, powers, functions and obligations of the existing Kennewick TBD; and

WHEREAS, on December 17, 2024 the City Council conducted a public hearing allowing all persons interested in the proposed assumption the opportunity to be heard; and

WHEREAS, the City Council has determined that the public interest and welfare will be satisfied by the City assuming the rights, powers, immunities, functions, and obligations of the existing Kennewick TBD; NOW, THEREFORE,

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

Section 1. Incorporation of Recitals. The above stated recitals are incorporated as though fully set forth herein.

Section 2. TBD Assumed. The rights, powers, immunities, functions, and obligations of the Kennewick Transportation Benefit District are hereby assumed by the City of Kennewick which is hereby vested with every right, power, immunity, function, and obligation currently granted to

or possessed by the Kennewick TBD. By this action the Kennewick Transportation Benefit District will cease to exist as a separate entity.

Section 3. No Existing Right Impaired. Pursuant to RCW 36.74.040, this assumption does not impair or alter any existing rights acquired by the Kennewick TBD under Chapter 36.73 RCW or any other provision of law relating to transportation benefit districts. Nor does this assumption impair or alter any actions, activities, or proceedings validated thereunder; any administrative action taken thereunder; or the validity of any act performed by the Kennewick TBD or division thereof or any officer thereof prior to the assumption of such rights, powers, functions, and obligations by the City as authorized by the law. Specifically, the sales and use tax of one tenth of one percent (.01%) pursuant to sections 36.7336.73.040(3)(a), 36.73.065(4)(v), and 82.14.0455 of the Revised Code of Washington adopted through Ordinance No. 24-6070 for the purpose of raising revenue to acquire, invest in, construct, improve, provide, operate, preserve, maintain and/or fund transportation improvements in the District, is not impaired or altered by this assumption.

Section 4. Pending Business. Pursuant to RCW 36.74.040, all pending business before the board of the Kennewick TBD shall be continued and acted upon by the City Council. The assumption does not affect the validity of any official act performed by any official or employee prior to the assumption authorized under the law.

Section 5. Records of the Kennewick TBD. Pursuant to RCW 36.74.060 all reports, documents, surveys, records, files, papers, or other writings relating to the administration of the powers, duties, and functions available to the Kennewick TBD must be made available to the City.

Section 6. TBD Governing Body Abolished. Immediately following the assumption of the TBD by the City, the Kennewick Transportation Benefit District Board of Directors is abolished as required by RCW 36.74.030(2). The Kennewick City Council shall have the authority to exercise the statutory powers set forth in Chapter 36.74 RCW. The City shall implement the material change policy to address major plan changes that affect project delivery or the ability to finance the plan pursuant to the requirements set forth in RCW 36.73.160(1). The City shall issue an annual report pursuant to the requirements of RCW 36.73.160(2). The City shall have the authority to establish fees and other revenue sources consistent with Chapter 36.73.

Section 7. Effective date. A summary of this Ordinance consisting of its title shall be published in the official paper of the City, and shall take effect and be in full force five (5) days of the date of publication as provided by law.

Section 8. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, clause or phrase of this ordinance.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON this _____ day of December, 2024, and signed in authentication of its passage this _____ day of December, 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
____ day of December, 2024

Approved as to Form:

LAURENCIO SANGUINO,
City Attorney

KRYSTAL TOWNSEND,
City Clerk

DATE OF PUBLICATION:

ORDINANCE EFFECTIVE DATE:

Council Agenda Coversheet 	Item Number: 7.a. Date: 12/17/2024 Item Type: Contract/Agreement/Lease Subject: Collective Bargaining: Kennewick Police Management Association (KPMA) Department: Executive Services	Category:
<u>Recommendation</u> Staff recommends that Council approve the proposed agreement between the City of Kennewick and the Kennewick Police Management Association as presented. <u>Motion for Consideration</u> Motion to approve the collective bargaining agreement as presented. <u>Summary</u> The previous collective bargaining agreement between the City and the KPMA expired December 31, 2023. The parties have reached a tentative agreement on a successor contract with the following economic terms: Term of agreement: Three years, from January 1, 2024, to December 31, 2026. Key economic elements of this agreement include: Article 6.2. Overtime Compensation: Any overtime as a result of duty call back, court call back, or extension of shift in excess of fourteen hours in one pay period shall be paid at double the employee's regular rate of pay. Article 8 Monthly Salaries: January 1, 2024, 5% Pay Increase June 1, 2024, 1% Pay Increase January 1, 2025 3.5% Pay Increase January 1, 2026 3% Pay Increase Article 9.1. Clothing Purchase/Maintenance Allowance: In year one, allowance increased \$250. In year two and three, allowance decreases \$100. Article 13.1. Medical Coverage: Insurance premium paid by the employee increased \$10.00 a pay period in year one and two of the agreement. In year three, the insurance premium paid by the employee increases \$5.00 a pay period. Article 31.2 Longevity Pay: <u>Completion of: Pay</u> 15 years One Percent (1%) 20 years Two Percent (2%) 25 years Three Percent (3%) 30 years Four Percent (4%) <u>Alternatives</u> No alternatives are recommended. <u>Fiscal Impact</u> The economic impact of the agreement is within the bargaining parameters previously authorized by City Council.		
Attachments: 1. Redline		

COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE KENNEWICK POLICE MANAGEMENT ASSOCIATION
AND
THE CITY OF KENNEWICK, WASHINGTON
JANUARY 1, 2024THROUGH DECEMBER 31, 2026

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PREAMBLE

The provisions contained herein constitute an agreement between the City of Kennewick and the Kennewick Management Association governing wages, hours and working conditions. Unless expressly provided herein, the provisions of this Agreement shall be effective January 1, 20 24.

ARTICLE 1 – DEFINITIONS

As used herein, the following terms are defined as follows:

- A. "Employer" means the City of Kennewick, Washington.
- B. "Association" means the Kennewick Police Management Association.
- C. "Employee" means a permanent full time employee in the bargaining unit (as defined in subparagraph "E" hereof) covered by this Agreement.
- D. "Command Personnel" means the Chief of Police and Police Commanders.
- E. "Supervisory Personnel" means Sergeants and Corporals.
- F. "Bargaining Unit" as used herein shall include all full-time Sergeants and Corporals of the Kennewick Police Department.
- G. "Monthly Salary" means the monthly rate of pay so identified and set forth in Appendix "A" to this Agreement.
- H. "Department" means the Kennewick Police Department.
- I. "Vacation/Annual Leave" means scheduled work days on which a full time employee may, by pre-arrangement, continue to receive the regular rate of compensation although he/she does not work.

ARTICLE 2 – RECOGNITION

Section 2.1. Recognition. The employer recognizes the Association as the sole and exclusive bargaining representative of the employees in the Bargaining Unit (as defined in Article I, subparagraph "F") for the purpose of establishing wages, hours and working conditions.

ARTICLE 3 – EMPLOYER RIGHTS AND RESPONSIBILITIES

Section 3.1. Employer Rights. Any and all rights concerned with the management and operation of the Department are exclusively that of the Employer, unless otherwise provided by the terms of this Agreement.

The Association recognizes:

1. The prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers.
2. That the Employer reserves those rights concerning management and operation of the Department which includes, but are not limited to the following:
 - a. To recruit, assign, transfer or promote members to positions within the Department.
 - b. To suspend, demote, discharge or take other disciplinary action against members for just cause.
 - c. To determine methods, means and personnel necessary for Departmental operations.
 - d. To control the Department Budget.
 - e. Take whatever actions are necessary at all times in order to assure the proper functioning of the Department.
3. Nothing in this Agreement shall be construed to limit those rights and authorities generally reserved to management.

ARTICLE 4 – PERFORMANCE OF DUTY

Section 4.1. Productivity. The Employer and the Association shall work together to meet the production requirements of the City; to provide the public with efficient and courteous service; to encourage good attendance of employees on regular duty; to promote a climate of labor relations that will aid in achieving a high level of efficiency in the Department; and to promote employee training and development.

Section 4.2. Strike Prohibition. Employees shall perform their assigned duties to the best of their physical and mental ability. The Association and the Employer agree that there shall be no strikes, blue flu, walkouts, slowdowns, stoppage of work or any interference with the efficient operation of the Department.

Section 4.3. Lock Out Prohibition. Because of the emergency nature of Police Services, and the necessity for protection of the lives and property of the community, the City pledges not to cause a lockout of members of the Bargaining Unit.

Section 4.4. Recourse. An employee who engages in any of the actions described in Section 4.2 above shall be subject to disciplinary actions as may be determined by the City, including the loss of one (1) day of annual leave for each day the employee engages in such activity. In addition, employees who engage or encourage such action shall be subject to discipline or discharge.

ARTICLE 5 – HOURS OF WORK

Section 5.1. Work Shifts. The normal work day shall consist of eight (8), nine (9), ten (10) or twelve (12) hours of work in a twenty-four (24) hour period, including mealtime, as set forth below. Work hours may be adjusted in the event of declared emergencies.

- (a) Employees assigned to the Patrol Division will work eighty four (84) hours bi-weekly, with a schedule consisting of three (3) days on, two (2) days off and two (2) days on followed by three (3) days off, two (2) days on and two (2) days off. This rotation will repeat every two (2) weeks.
- (b) Employees assigned to the Criminal Investigations Divisions and Training Sergeant will work a 40-hour work week consisting of four (4) 10-hour shifts, with three (3) days off.
- (c) All other employees will work a compressed 2-week schedule consisting of four (4) 9-hour work shifts, one (1) 8-hour work shift and two (2) days off followed by four (4) 9-hour work shifts and three (3) days off. This rotation will repeat every two (2) weeks.

Section 5.2. Work Periods. Unless otherwise agreed by the parties, the work period shall consist of a fourteen (14) consecutive day period

Section 5.3. Breaks and Meal Periods. Time for work breaks and lunch will total one and one quarter (1/4) hours per ten (10) hour shift and will be taken in increments not larger than forty-five (45) minutes.

Section 5.4. Shift Trades. Subject to the prior approval of the Chief or his authorized designee, employees may make temporary shift trades provided, however, that the department shall incur no overtime liability resulting therefrom.

Section 5.5. Line Up. Patrol Sergeants shall begin their work thirty (30) minutes prior to the beginning of their scheduled shift in order to prepare for the daily briefing. The thirty (30) minutes of preparation time will be paid as compensatory time, or overtime hours at the rate of one and one half (1 ½) times the straight rate of pay.

When the Patrol Sergeant is absent and the Patrol Corporal is in control of the shift, he/she shall follow the same procedure noted above.

Section 5.6. Shift Assignments. Shift assignments for dayshift and nightshift will be made for four (4) month periods, with mandatory rotation after the completion of each four (4) month assignment. Shift assignments to swing shift will be determined by request of the member and priority will be given to the member with most seniority in grade. However, the City agrees that shifts will not be changed or adjusted to avoid overtime payments.

Section 5.7. Work Schedules. The City shall prepare and post an annual work schedule no later than December 15 of each year.

Section 5.8. Shift Rotation. Dayshift and nightshift patrol shifts will rotate on a four (4) month basis. The duration of swing assignments shall be for a period of one year, at which time all members may request swing shift for the following year.

Section 5.9. Training Days. Each calendar year, the City shall schedule five (5) training days consisting of eight (8) hours each. Members must attend three (3) training days unless excused in advance by the Division Commander. The specific training days shall be identified no less than thirty (30) days in advance in order to provide members with adequate time to make provisional arrangements; this notice requirement may be waived by mutual agreement of the Department and the members. In addition, the Department must provide members with at least thirty (30) days' notice if members' attendance at a particular training day is determined by the Department to be mandatory. The start time of these training days shall be scheduled by mutual agreement of the parties.

- (a) Patrol Division: Members working 12-hour schedules will attend training on their scheduled days off and shall receive eight (8) hours of compensatory time or overtime for at the rate of one and one-half (1 ½) times the employee's straight time rate of pay. Members working 8-, 9- or 10-hour schedules will attend training during their normal work hours at their normal rate of pay. Trainers will be compensated in the same manner as those members being trained.

In order to accommodate the current four patrol shift structure, trainers may be required to train up to twelve (12) days each calendar year. Any adjustments to normal work schedules due to the training schedule will be made no less than thirty (30) days in advance or by mutual agreement of the Department and the affected members.

- (b) Non-Patrol Division: Members not assigned to the Patrol Division shall identify three (3) of the scheduled training days to attend and will adjust their work hours on the dates of those trainings. The adjusted work hours will be the hours of the entire chosen training. Overtime or compensatory time will only be approved by a Division Commander if there is an identified need to report to work either prior to or following the identified training. In such an event, members will receive compensatory time or overtime for the hours worked prior to or following the identified training at the rate of one and one-half (1 ½) times the employee's straight time rate of pay.

Members may be excused from the requirement to attend three (3) training days if the member has already attended, or is scheduled to attend, a minimum of twenty-four (24) hours of approved training during the same calendar year, and if the member is granted approval from his or her supervisor. However, the member shall be required to attend those training days identified by the department as mandatory, including but not limited to department qualification and state-mandated classes. Exceptions to this policy shall not be made without the approval of a Division Commander.

If a member elects to attend additional training on a day other than the three (3) identified days,

the member shall report to work for his or her normal work hours and will receive compensatory time or overtime if the training exceeds the work hours of his or her normal work hours. The member may alternately adjust his or her regular work hours to accommodate the training with supervisor pre-approval.

Each officer will be required to attend a combination of training days and outside training to ensure that he or she received the state-mandated number of hours of training each year. If the state-mandated number of hours changes during any year of this contract, the parties agree to reopen this section for further negotiations.

ARTICLE 6 – OVERTIME

Section 6.1. Daily and Weekly Overtime. All work which has been specifically authorized by a supervisor is performed in excess of the employee's regular work day or which has been performed outside the employees regularly scheduled shift shall constitute overtime.

Section 6.2. Overtime Compensation. Overtime hours shall be compensated at the rate of one and one-half (1 ½) times the employee's straight time rate of pay. Any overtime earned as a result of duty call back, court call back, or extension of shift in excess of fourteen (14) hours in one (1) pay period shall be paid at the double time (2x) the employee's regular rate of pay. All other extra duty employment shall be paid by the City at the normal rate of one and one half (1 ½) times the straight rate of pay. The employee may, at his/her option, elect to earn compensatory time in lieu of overtime pay as provided in Section 6.3 of this Article. However, the City agrees that shifts will not be changed or adjusted to avoid overtime payment. No overtime shall be paid or compensatory time earned for work less than eight (8) minutes either before or after an employee's shift.

Section 6.3. Compensatory Time.

1. At the option of the employee, compensatory time may be earned instead of cash overtime pay. Compensatory time will be earned at the overtime rates described in section 6.2, and, where paid, will be paid at the straight time rate. No more than one hundred sixty (160) hours of compensatory time may be earned or carried over to the next year.
2. With reasonable notice, an employee's request for the use of compensatory time off may not be denied unless granting the request would result in undue disruption to the City. "Reasonable notice" shall be defined as at least seven (7) days notice of the intent to use compensatory time off. For compensatory time off requests on an approved "blackout date", "reasonable notice" shall be defined as at least fourteen (14) days' notice of the intended use of compensatory time off. If the City would not be required to fill in for the absent employee with another employee on an overtime basis, "reasonable notice" can be less than seven (7) days notice.
3. Employees may convert up to eighty (80) hours of accrued compensatory time to cash on April 1st or August 1st of each calendar year, provided that the employee provides the City with no less than thirty (30) days' notice of the intent to cash out compensatory time. Employees may use this cash provision twice per year, but may not exceed eighty (80) hours during any calendar year.
 4. When an employee is separated from employment with the City for any reason, the employee's accrued compensatory time may be cashed out in full.

ARTICLE 7 – DUTY AND COURT CALL-BACK

Section 7.1. Shift Extensions. For purposes of this Article, appearance for a call back to duty or to court must occur at least one (1) hour prior to the start, or more than one (1) hour after the conclusion of the employee's shift. Should the appearance for the call back occur less than one hour before or one (1) hour after the end of the regularly assigned shift, the time worked shall be deemed an extension of the shift and shall be compensated at the or appropriate overtime rate, , and shall not be subject to the call back minimums provided herein.

Section 7.2. Duty Call Back. If called to duty outside a scheduled shift, whether on a scheduled work day or a scheduled day off, the employee will receive overtime pay for actual hours worked and will be guaranteed a minimum of three (3) hours pay at the appropriate overtime rate.

Section 7.3. Court Call Back. If called to Court outside a scheduled shift, whether on a scheduled work day or a scheduled day off, the employee will be paid at the appropriate overtime rate for actual hours worked and will be guaranteed a minimum of three (3) hours paid at that overtime rate. For purposes of this Article, an employee is entitled to Court callback pay only if requested to appear in Court to fulfill responsibilities that arise from their employment with the City.

Section 7.4. Court Cancellation. Employees shall be entitled to receive the court callback minimums specified in Section 7.3 above even if the court appearance is canceled provided:

1. The employee calls the individual designated by the Employer to verify the court appearance on the last scheduled normal work day preceding the court appearance; and
2. The City fails to notify the employee at least one (1) hour before the scheduled court appearance. Cancellation notice shall be actual notice to the employee either orally or in writing, or a good faith effort to contact the employee.

Section 7.5. On-Call Status for Detective Sergeants/Corporals.

An employee assigned to CID who is in an on-call status as approved by the Department shall receive one (1) hour of comp time at the OT rate of pay, or 1 hour of overtime pay, at the employees' option for each day they are in an on-call status. If the on-call Detective Sergeant/Detective Corporal is called to duty, he/she shall not receive the one (1) hour of comp time/pay. Nothing in this Section shall guarantee that the on-call Detective Sergeant/Detective Corporal will be the one called in.

ARTICLE 8 – MONTHLY SALARIES

Section 8.1. Step Advance. Salaries are to be paid in the same manner as now in use by the Payroll Section of the Employer.

Section 8.2. Salaries. The wages of top step Corporals shall be set at 8% above the base wage of Master Police Officer, and the wages of top step Sergeants shall be set at 9.5% above the base wage of top step Corporal.

Section 8.3. Deferred Compensation. The City shall contribute five percent (5%) of the employee's regular salary to the employee's deferred compensation plan offered by the City.

The City will add the ability for employees to make Roth IRA contributions. The City shall not incur any administrative costs or fees, and shall not make any contributions to employees' Roth IRA plans. In its role as the plan sponsor for both plans, the City shall determine all elective features and conditions associated with the loan provision.

Section 8.4. Overpayments. When an overpayment is made to an employee, recovery of the overpayment by the City shall be made at the same rate as the overpayment. However, if an employee terminates prior to full repayment, the total unpaid amount will be withheld from the employee's final paycheck.

Section 8.5. Bi-Weekly Payroll. The City may, after giving sixty (60) days notice, institute a bi-weekly payroll.

Section 8.6. Bilingual Skills. An employee meeting the Language Line level III proficiency a or other joint Association/City-approved certification test for Spanish, will receive an additional three percent (3%) per month over base pay. Employees who were qualified for Spanish proficiency before the ratification of the 2024 contract year shall be grandfathered in for the purposes of initial testing. Testing shall be at the expense of the City. Recertification at the same level shall be required every six years to maintain the three percent (3%) increase.

Section 8.7. Physical Fitness. Members who demonstrate an exceptional level of physical fitness will receive an additional half of one percent (0.5%) of top step corporal or top step sergeant, respectively. Members may earn this physical fitness incentive up to two times per year.

In order to demonstrate an exceptional level of physical fitness, members may voluntarily take a V.02 test that requires members to row their best two thousand (2000) meters for time. The V.02 test will be administered twice annually. Members who successfully complete this test at or above the 70th percentile based on their age, weight, and gender will receive a payment in a separate check during the next payroll remittance process following successful completion of the test. Additional details and resources regarding the V.02 test, a detailed example of which has been developed and adopted by the Texas Department of Public Safety, can be found at the following website URL and are incorporated herein by reference: <https://www.dps.texas.gov/ETR/concept2RwrTstngTrng.htm>.

ARTICLE 9 – CLOTHING AND EQUIPMENT

Section 9.1. Clothing Purchase/Maintenance Allowance. Employees will receive an allowance for work related uniform/equipment purchase and maintenance, and for practice ammunition, in the following amounts:

Contract year 2024: \$1,750.00 per employee

Contract year 2025: \$1,600.00 per employee

Contract year 2026: \$1,600.00 per employee

Employees will receive the allowance payment on a separate check on the second claims run of January each year.

The City will provide patches, chevrons, etc. The placement of these items on the employee's uniform will be the responsibility of the employee subject to the maintenance allowance.

Employees assigned to motorcycles will receive through the quartermaster system one set of breeches and boots for special events related to their motorcycle assignment. These items will be replaced as needed after approval by the Division Commander or designee

Employees shall be responsible for maintaining their receipts for the purchase and maintenance of their uniforms/equipment, and shall submit all receipt to the KPMA Treasurer by December 1 of each year. The KPMA shall sort the receipts by member and submit an accounting for each member to the City of Kennewick designee by December 10 of each year. Members who do not provide receipts for appropriate expenses totaling the full amount of their allowance each year shall have the difference deducted from their December 20 payroll check.

Section 9.2. Replacement. If equipment and/or clothing provided by the City or the duty weapon provided by the employee is lost, stolen, destroyed or damaged in the line of duty without neglect on the part of the employee, it will be replaced by the Employer without recrimination, cost or charge to the employee.

Section 9.3. Safety. Clothing and equipment provided by the employer shall be purchased and maintained with due regard to employee health and safety. When necessary, the City agrees to update and renew all body armor to maintain the safety of the officers.

Section 9.4. Personal Items. Wristwatches, prescription eye glasses and contacts damaged in the line of duty, without fault or negligence by the employee, shall be repaired or replaced by the City subject to the maximum dollar limitations specified below; provided that such repair or replacement is not otherwise covered by other applicable insurance policies or provisions that pay a greater amount. If the City repairs or replaces the item under this Section, monies received from other insurance policies or provisions shall be turned over to the City to the

extent of the City's cost. Falsification of such requests shall constitute just cause for termination.

Limitations:

Prescription glasses and contacts	\$500.00
Wristwatches	\$ 50.00

ARTICLE 10 – HOLIDAYS

Section 10.1. Holidays Recognized. The following, and such other days as the City Council by ordinance may fix, are official holidays:

1.	New Year's Day	January 1
2.	Martin Luther King, Jr. Birthday	3 rd Monday in January
3.	President's Day	3 rd Monday in February
4.	Memorial Day	Last Monday in May
5.	Independence Day	July 4
6.	Labor Day	1 st Monday in September
7.	Veteran's Day	November 11
8.	Thanksgiving Day	4 th Thursday in November
9.	Day after Thanksgiving Day	
10.	Christmas Day	December 25
11.	Floating Holiday	As Scheduled Below
12.	Floating Holiday	As Scheduled Below

The floating holidays shall accrue on February 1 of each year. Employees have the option to utilize earned floating holiday(s) to care for themselves, child(ren), or a seriously ill family member, including spouse, parents, parent-in-law, grandparents, and adult child(ren) with disabilities, as allowed in RCW 49.12.265-49.12.295.

Section 10.2. Annual Leave/Holiday Overlap. Holidays that fall during an employee's pre-approved annual leave shall be counted as holidays for the purpose of tabulating use of annual leave. The holiday shall not be counted as annual leave taken.

Section 10.3. Holiday Pay. Due to the nature of bargaining unit work, Employees will not receive holidays off with pay and will continue to report to work on any holidays that fall on scheduled workdays. Instead, Employees will receive twelve (12) hours of straight time pay for each holiday recognized in Section 10.1 that occurs while employed with the City and in paid status. The City will issue checks for holiday pay in one lump sum payment in a separate check during the first payroll process in December.

Employees who wish to take a holiday off work must submit a request for annual leave, Kelly time, or compensatory time as outlined in this agreement.

ARTICLE 11 – ANNUAL LEAVE

Section 11.1. Accrual/Eligibility. In lieu of separate vacation and sick leave accruals, each full time employee shall accrue annual leave as set forth below, based on his or her continuous length of service accumulated as of the most recent anniversary date of employment:

<u>Service</u>	<u>Accrual</u>
1 through 5 years	15 hours per month
6 through 9 years	17 hours per month
10 through 14 years	19 hours per month
15 through 19 years	21 hours per month
20 through 24 years	23 hours per month
25 years and over	25 hours per month

An employee shall not be eligible for annual leave until he has worked for the Employer a minimum of six (6) calendar months from his most recent date of employment.

Section 11.2. Maximum Annual Carryover. Employees will accrue annual leave as described above without any maximum limit. However, employees will only carry over a maximum of 640 hours of annual leave each year. For the purpose of this policy, the “year” will be defined as the period of time from April 1 through March 31. Each year at the end of the March 31 pay period, Employees will lose any hours in excess of 640 hours of annual leave.

Section 11.3. Accrual Cash-Out.

1. Upon termination for any reason, an employee shall receive a sum of money equal to the number of accrued and unused annual leave hours, up to a maximum of 560 hours, multiplied by the employee's last hourly rate of pay when the employee ceases employment with the City. If the employee quits, annual leave accrual cash out is available only if the employee has given two weeks' advanced notice of quitting. No prior notice is required if the employee is terminated for just cause or is asked to resign.
2. Upon the death of an employee, the accrued annual leave pay of the deceased employee shall be paid, at the rate described above in this Section, to the same individual to who is paid the accrued wages.
3. Officers who reach six hundred and forty (640) hours of accumulated leave will then have eighty (80) hours converted into the Medical Savings Trust and contributed to the Trust. Such amounts will be contributed with the next regular payroll remittance process. No more than eighty (80) hours of accumulated annual leave time will be transferred to the Medical Savings Trust during any particular calendar year.

Section 11.4. Annual Leave Scheduling/Preference. Employees shall be permitted to request to use their annual leave days in either single or split blocks of time. Employees shall have the right to determine annual leave scheduling in accordance with the preference rules included here, subject to the reasonable operational needs of the Department and the availability of relief manpower as determined by the Chief.

An employee may submit one senior pick for the year between January 1st and January 31st. Where two or more employees request overlapping annual leave schedules, preference will be given to the most senior employee, provided the senior employee's request was received between January 1st and January 31st. Each employee shall be permitted to exercise his or her right of seniority preference only once annually and for only one annual leave time-block.

When multiple employees are assigned to the same or overlapping shifts, they are encouraged to work together to come up with a schedule for the rest of the year where both get equal opportunity to take time off. If they are unable to come to an agreement on the dates requested, the KPMA Executive Board may be requested to mediate.

If an employee has submitted a request to use forty (40) consecutive hours or more of annual leave time and qualifies for an open annual leave slot pursuant to the terms of this article, the City shall approve or deny the annual leave request within seven (7) calendar days of the submission of the request.

Section 11.5. Leave Expansions. Employees have the option to utilize earned annual leave to care for themselves, their child(ren), or a seriously ill family member including, spouse, parents, parents-in-law, grandparents, and adult child(ren) with disabilities, as allowed by RCW 49.12.265 – 49.12.295. The approval process to access annual leave for the purposes mentioned herein is as outlined in Section 11.4.

Section 11.6. Seniority. For purposes of annual leave scheduling, seniority shall be defined as length of unbroken service as a commissioned officer in the Department.

Section 11.7. Seniority-in-Grade. For the purpose of shift assignments, seniority-in-grade shall be defined as the length of time as a Corporal or higher rank. If an employee is involuntarily demoted to a rank lower than Corporal, that employee loses his/her seniority-in-grade..

Section 11.8. Blackout Dates. The parties will discuss and approve blackout dates prior to January 1 of each calendar year. The intent of this section is to reach a mutual agreement on which days will be Blackout dates and what the minimum staffing will be for each Blackout Dates.

ARTICLE 12 – SICK LEAVE

Section 12.1. LEOFF I Employees. Effective January 1, 1974, LEOFF I employees shall cease to accrue sick leave in favor of coverage available under the disability portion of the LEOFF System. Any bona fide short-term illness by LEOFF I employees resulting in absence from work shall be grounds for application to the Disability Board for short-term disability coverage.

Section 12.2. LEOFF II Employees. Effective May 1, 2000, LEOFF II employees shall cease to accrue sick leave in favor of a combined annual leave program addressed in Article 11. Employees may use accrued annual leave or, if available, may use prior accrued sick leave in accordance with the conditions set forth in Section 12.3.

Section 12.3. Sick Leave Use. In order to be granted paid annual leave, or utilize prior accrued sick leave, an employee must meet the following conditions:

1. Report to Police Chief or the Officer in charge the reason for the absence. Sick report must be made not later than thirty (30) minutes before beginning of the scheduled work shift.
2. Keep the Chief or the Officer in charge informed of his condition if the absence is to be more than one (1) shift in duration.
3. The City shall be permitted, at the discretion of the Chief, to require the employee to undergo a medical examination or nursing visit to verify the illness. The expense of such medical examination or nursing visit shall be paid by the City.
4. Sick leave will not be used in connection with a disability retirement.
5. Any employee found to have abused or misused sick or annual leave may thereupon be subject to discipline or discharge.
6. As of May 1, 2000, employees will be allowed to utilize the “frozen” accrued sick leave prior to using “annual leave” for time off when they are sick. It will be the employee’s responsibility to correctly annotate the use of the accrued sick leave on their time cards.

Section 12.4. Sick Leave Expanded. Employees have the option to utilize earned annual leave to care for themselves, their child(ren), or a seriously ill family member including, spouse, parents, parents-in-law, grandparents, and adult child(ren) with disabilities, as allowed by RCW 49.12.265 – 49.12.295. The approval process to access sick leave for the purposes mentioned herein is as outlined in 12.3 of this Article.

Section 12.5. Catastrophic Leave. Officers shall be allowed to voluntarily transfer up to a maximum of forty (40) hours of their accumulated annual leave during any given fiscal year to another officer (or officers) who has no accumulated sick or annual leave hours, but who is otherwise eligible to take paid sick or annual leave. These transferred annual leave hours shall be converted, on a one-for-one (1:1) ratio, to certified annual leave hours, and once they are transferred and converted, such annual leave shall not be refundable to the officer making the transfer. Any officer may receive such transferred annual leave hours from any number of officers provided, however, that the officer may not receive more converted annual leave hours than he or she actually needs to cover a current period of annual leave absence, and such converted annual leave hours may only be used for "certified" sick leave absence.

An employee may not receive more than three hundred and fifty (350) hours of converted leave for any one illness or injury. For worker's compensation purposes, leave can only be utilized if the combined balance of the employee's annual and sick leave accounts is less than forty (40) hours.

Catastrophic leave is only available for injuries or illnesses of the employee.

ARTICLE 13 – INSURANCE COVERAGE

Section 13.1. Medical Coverage. Employees covered by this Agreement shall be insured by a medical insurance plan through AWC that includes dependent coverage and major medical coverage for employees and dependents. Employees shall have a choice of the Asuris HealthFirst \$250 Deductible plan or the Group Health \$200 deductible plan. The parties agree that AWC controls the plan design and the Board of Trustees may make changes from time to time. Employees will contribute toward medical insurance premium costs as follows:

	Single	Married	Married w/Dependent(s)
01/01/24	\$160.00	\$170.00	\$180.00
01/01/25	\$160.00	\$170.00	\$180.00
01/01/26	\$170.00	\$180.00	\$190.00

For purposes of this Section, Single includes employee only or employee plus one dependent. Married includes employee and spouse or employee plus two or more dependents. Married w/Dependents includes employee, spouse plus one or more dependents.

These payments may be made on a pre-tax basis if the employee completes and submits the appropriate election forms.

Section 13.2. Dental Coverage. Employees covered by this Agreement, as well as their dependents, will be enrolled in the dental plan in effect for non-contract employees, which shall be paid for by the City. The Association agrees to move to a new dental plan provider when either non-contract employees do or when the City as a whole moves to a new dental plan.

Section 13.3. Vision Coverage. Employees covered by this Agreement, as well as their dependents, will be enrolled in the vision plan in effect for non-contract employees, which shall be paid for by the City. The Association agrees to move to a new vision plan provider when either non-contract employees do or when the City as a whole moves to a new vision plan.

Section 13.4. Medical Savings Trust. Employees authorize the City to make monthly deductions from the base salaries of all employees to be deposited into the trust fund designated to fund eligible medical expenses. The City shall make such deductions from the paychecks of all employees on a pre-tax basis. The percentage of base salary to be deducted from the paychecks of all employees will be determined at the sole discretion of the employees, and the employees shall have the right to increase, decrease or terminate such contributions at any time after providing the City with no less than thirty (30) days notice.

Section 13.5. False Arrest Coverage. The Employer shall maintain false arrest insurance without cost to the employee.

Section 13.6. Life Insurance Coverage. The Employer shall provide life insurance in the amount of fifty thousand dollars (\$50,000) for each employee.

Section 13.7. Long Term Disability. Beginning January 1, 1992, LEOFF II employees shall be enrolled in a long term disability plan. The employee shall pay the premium of the LTD to the carrier. Payment to employees shall be made based on the individual's base monthly salary multiplied by 0.77% and is paid on the 20th of each month in employees' checks.

Section 13.8. Coverage Selection. The Employer shall have the right to choose the best insurance packages for bargaining unit members so long as the level of coverage is not reduced.

Section 13.9. Retiree Medical. The parties will continue to work together to identify means and methods for enhancing retiree medical benefits, and particularly retiree medical benefits for retirees who do not yet qualify for Medicare, and to provide members with ways to increase contributions into tax-deferred plans to fund medical expenses upon retirement. The parties agree that this provision will not be interpreted in any manner that obligates the City to incur an increase in net cost as a result of enhancing retiree medical benefits.

Section 13.10. IRS Section 125 Plan. The City shall establish an IRS Section 125 Plan in which employees may participate.

ARTICLE 14 – LEAVES OF ABSENCE

Section 14.1. Leave of Absence. The City Manager may authorize unpaid leaves of absence up to a maximum duration of one (1) year, except in the case of leave necessitated by involuntary conscription or recall to duty in the Armed Forces of the United States, in which case the leave may extend to cover the full period of conscription or recall. Upon expiration of such approved leave, the employee shall be reinstated in the classification held at the time leave was granted. Failure on the part of the employee to report for duty promptly at the expiration of such leave shall be regarded as voluntary resignation.

Section 14.2. Death in Immediate Family. Leave with pay shall be granted by the Chief for a maximum of forty (40) hours for each death in the immediate family for employees scheduled on either an eight (8) or ten (10) hour work shift; the leave shall be thirty six (36) hours for employees scheduled on a twelve (12) hour work shift. All time off for any death in excess of the above allowed amounts must be approved by the City Manager or Chief in special circumstances and charged to sick leave. Immediate family includes the employee's father, mother, father-in-law, mother-in-law, spouse, brother, sister, children, grandparents, or any individual residing in the employee's household at the time of death.

Section 14.3. Doctor and Dentist Appointments. Bona fide medical appointments requiring not more than two (2) hours of absence from work, up to a maximum of ten (10) hours per calendar year, shall not be counted against accumulated sick leave or temporary disability leave. If the appointment keeps the employee away from work for more than two (2) hours, all the time away from work for that appointment will be charged to annual leave. When possible, these appointments will be scheduled so they do not conflict with scheduled duty hours.

Section 14.4. Leave Without Pay. No leave without pay shall be granted to an employee until the employee has first taken advantage of all his earned annual leave, sick leave and compensatory time and such leave will not be granted for the purpose of the employee's gaining any personal advantage or profit. Provided, however, that an employee shall be allowed to retain up to eighty (80) hours of annual leave prior to going on leave without pay status.

Section 14.5. Lay-off for Lack of Work. Any full time employee, when laid off for lack of work or of funds, shall be given at least two weeks advance notice.

Section 14.6. Maternity Leave. Maternity leave not to exceed three (3) months shall be granted without pay at the request of an employee for the purpose of childbirth and recuperation of the mother. Paid maternity leave is available to the extent the employee has available, and elects to use, accrued sick leave, annual leave or compensatory time. Employees may, however, exercise the option of taking all maternity leave without pay.

Section 14.7. Unauthorized Absence. Unauthorized absence from duty, barring extenuating circumstances, constitutes just cause for dismissal upon recommendation of the Chief and at the discretion of the City Manager.

Section 14.8. Retention. The City's intent is to keep trained, quality and experienced people when injured and incapacitated from work. Each case will be evaluated on an individual basis by the City Manager at the recommendation of the Chief.

ARTICLE 15 – GRIEVANCE PROCEDURE

Section 15.1. Dispute Resolution. A "grievance" means a claim or dispute by an employee with respect to the interpretation or application of the provisions of this Agreement. Grievances may be delivered by electronic means. Such disputes shall be resolved as follows:

Step 1 - An employee must present a grievance within fourteen(14) calendar days of its alleged occurrence to the employee's supervisor who, with the assistance of a Commander, shall attempt to resolve it within fourteen(14)calendar days after it is presented to him or her.

Step 2 - If the employee is not satisfied with the solution by the employees' supervisor, the grievance may be presented to the Chief of Police in writing within fourteen(14)calendar days of receiving the employees' supervisor's response. The Chief shall attempt to resolve the grievance within fourteen(14) working days after it has been presented to him or her.

Step 3 - If the employee is not satisfied with the resolution by the Chief of Police, the Association or the employee may refer the grievance, in writing with all pertinent materials, to the City Manager within fourteen(14)calendar days of receiving the Chief's response. The City Manager shall attempt to resolve the grievance within fourteen(14)calendar days after it has been presented to him or her.

Step 4 - If the employee is not satisfied with the resolution by the City Manager, the Association or the employee may refer the grievance to arbitration within fourteen(14)calendar days. The Association may elect to proceed either to arbitration or through Civil Service Commission proceedings, but not both.

Section 15.2. Arbitrator Selection.

1. For disciplinary matters, the manner and procedures for selecting an arbitrator shall conform to RCW 41.58.070.
2. For non-disciplinary (contract) matters, the following methods will be employed: The parties shall attempt to agree upon an arbitrator within five (5) calendar days after the grievance is referred to arbitration. In the event the parties are unable to agree on an arbitrator within the five (5) day period, the parties shall immediately request the Public Employment Relations Commission (PERC) to submit a panel of at least five (5) arbitrators for consideration. Either party may reject one (1) entire panel and request that a new panel be submitted. The parties shall alternately strike names until one name remains. The person remaining shall be the Arbitrator. The party striking first shall be determined by a coin toss. The Arbitrator shall be notified of his/her selection by joint letter from the Association and City requesting that a time and place be set for the arbitration subject to the availability of the Association and City representatives. All arbitration hearings shall be conducted in Kennewick, Washington unless the parties mutually agree otherwise.

Section 15.3. Arbitrator Authority. The arbitrator shall render his or her award based on the interpretation and application of the provisions of the Agreement within thirty (30) days after such hearing. The decision shall be final and binding upon the parties to the grievance provided the decision does not involve action by the Employer which is beyond its jurisdiction. Neither the arbitrator nor any other persons involved in the grievance procedure shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement.**ection 15.4. Arbitration Costs.** The costs and fees of the Arbitration shall be borne equally by the Association and the City. Each party will be responsible for compensating its own representatives and witnesses and purchasing its own copy of the transcript.

Section 15.5. Time Limits. Unless the parties otherwise agree, the grievance shall be considered waived if any time limits set forth within this Article are violated. And extension of time must be made in writing with the consent of both parties. All sections of the Grievance Procedure that address filing and response days shall mean "calendar" days.

ARTICLE 16 – MANAGEMENT GRIEVANCE/ARBITRATION

In recognition of the mutual obligation of the parties to this Agreement to abide by its terms and conditions, the City may file a grievance for violation of or improper application of this Agreement by any employee or the Association. Such grievance may be appealed to arbitration at the option of the City.

ARTICLE 17 – ASSOCIATION BUSINESS

Section 17.1. Association Business. Consistent with past practice, the City recognizes the Association's right to conduct Association business on duty time and the Association's right to reasonable access to the City facilities to conduct Association business so long as such business or activities do not unreasonably interfere with the activities of the Department, as determined by the Chief.

Section 17.2 Bargaining Compensation. The City recognizes the Association will elect three members to represent the Association in official bargaining sessions. All parties acknowledge it is reasonable to expect official bargaining sessions to be scheduled during normal business hours. However, one or all of the three members of the association's bargaining team might have a regular work schedule that is outside normal business hours. In the event an official agreed upon bargaining session is outside the normal work hours of any of the three elected bargaining team members, those members shall be compensated with overtime as outlined in Article 6.2. The Association agrees to a cap of 40 hours of overtime per bargaining member per contract.

ARTICLE 18 – PERSONNEL FILE

Section 18.1. Personnel Record. The City Personnel Department shall maintain a central personnel file for each employee in the bargaining unit. This record will be the official record of the City and will contain a history of employment records, change of status forms, letters of commendation, all personnel actions and such other pertinent information regarding employee performance (excluding supervisory notes and other documents compiled under Section 18.5, below) which either have in the past or may in the future form the basis of disciplinary action or commendation.

Section 18.2. Inspection of Records. After giving reasonable notice, the employee may inspect the contents of the employee's official personnel record, except confidential reports. An employee's official representative, with the permission of the employee, may inspect the records in that file pertaining to the employee except for confidential reports.

Section 18.3. Critical Entries. No document reflecting critically upon the employee shall be placed in the employee's personnel file that does not bear either the signature or initials of the employee indicating that the employee has been provided a copy of the material. Employees are required to sign all disciplinary actions presented to them by the Chief or his designee. Such signature shall indicate acknowledgement of receipt of the disciplinary action and shall in no way constitute an admission of the truthfulness or accuracy of the document's contents.

Section 18.4. Rebuttal Material. If the employee believes there is material in the employee's personnel record which is incorrect or derogatory, the employee shall be entitled to prepare in writing an explanation or opinion regarding the particular material, and this shall be included as part of the employee's personnel record. Employees shall also have the right to petition for the removal of any document contained in the personnel file for at least one (1) year. The removal decision shall be made by the Chief at his or her discretion.

Section 18.5. Disclaimer. This Article is not meant to limit the maintenance of supervisor notes and other pertinent Department records. Nothing in this Section shall prohibit the City from using other pertinent information, such as, but not limited to, supervisory notes and confidential reports in determining appropriate disciplinary action. However, the parties recognize that as a general policy, disciplinary actions should be based only upon documents bearing the initials or signature of the employee.

ARTICLE 19 – DISCIPLINE AND DISCHARGE

Section 19.1. Rules and Regulations. Kennewick Police Department Policy Manual, Policy 1010 is incorporated into this agreement.

Section 19.2. Discipline. Disciplinary actions or measures shall include only the following: oral reprimand; counseling statements; written reprimands; transfer; suspension with or without pay, or in lieu thereof and with the consent of the employee, loss of annual leave or compensatory time; demotion; discharge; any combination thereof; or other methods as may be agreed upon by the parties.

1. Disciplinary actions such as oral admonitions, warnings or counseling statements, or written reprimands are usually the first steps taken in constructive and progressive discipline. As a general rule, such are to be taken for infractions of a minor nature.
2. Disciplinary actions such as transfer, suspension with or without pay, loss of annual leave or compensatory time, demotion and discharge will be used for more serious offenses or when previous disciplinary actions have not corrected unacceptable patterns of performance or conduct.
3. Disciplinary actions will be administered promptly in a fair, firm and equitable manner, and only for specific and just cause.
4. The Employer agrees that the disapproval of leave requests will not be used as disciplinary measures.
5. If the City has reason to reprimand an employee, it shall, where possible, be done in private or in a manner that is least likely to embarrass the employee before other employees or the public.
6. The City agrees to furnish the employee with a complete statement, in writing, at the time of the counseling statement, reprimand, suspension, demotion or discharge outlining the specific reasons for such action as known to the Employer at that time. If at the time of the counseling statement, reprimand, suspension, demotion or discharge, it is not feasible to furnish the employee with a complete statement of the reasons for the disciplinary action, said complete statement must be presented to the employee within four (4) days, not including weekends or holidays. Where possible, additional reasons will not be added at a later date, except in such cases where further evidence pertinent to the situation is subsequently discovered.
7. The employee and Association will be provided a complete copy of any internal investigation if so requested at the conclusion of the investigation, to the extent allowable under the law.

ARTICLE 20 – PROBATION, ASSIGNMENTS

Section 20.1. Probation. Regular employees promoted to sergeant or corporal shall serve a probationary period not to exceed twelve (12) months. During the trial service period, the Chief may demote the employee to the classification previously held when, in the reasonable opinion of the Chief, the employee is found unfit for service in the higher classification. Regular employees shall not be subject to at-will discipline or discharge during their period of trial service. However, nothing in this section shall be interpreted to prevent discipline or discharge for just cause.

Section 20.2. Non-Patrol Assignments. The selection of a member to any non-patrol lateral assignment shall be at the sole discretion of the Chief or his designee.

ARTICLE 21 – LAYOFF AND RECALL

Section 21.1. Layoff. In the event of a layoff for any reason, employees shall be laid off in the reverse order of their seniority (as defined in Section 22.1) in their classification. Any employee who is to be laid off who has advanced to their present classification or specialty from a lower classification or different specialty in which they held a permanent appointment shall, if they possess greater seniority, have the opportunity to bump into a position in a lower classification or previously held specialty. His or her seniority in the lower classification or specialty shall be established according to the date of permanent appointment to that classification or specialty.

Section 21.2. Recall. Employees shall be called back from layoff according to seniority in the classification from which the employee was laid off. No new employees shall be hired in any classification until all employees on layoff status in that classification have had an opportunity to return to work. An employee shall be considered on lay-off status for a period of thirty-six (36) months.

Section 21.3. Recall Notice. The City shall notify, by certified mail, the employees on laid off status of any department job opening the employee is qualified to fill. Upon notification, the employee must accept or reject the open position by certified mail within fifteen (15) calendar days of receipt of job notice regardless of who signed for the certified job notice. Failure to do so will result in forfeiture of all recall rights.

Section 21.4. Special Skills Exception. The City may retain junior employees without regard to seniority, after consultation with the Association, if the junior employees possess "special skills" unavailable from more senior employees in the Association. For the purposes of this Section, special skills shall be limited to polygraph examinations, rifle team members, hostage negotiators, and instructors and any other special skills designated after consultation with the Association at the time of the layoff.

ARTICLE 22 – SENIORITY

Section 22.1. Seniority Defined. Seniority shall be defined as the length of service by an employee within the Department following his or her most recent date of hire or rehire. After hire, time spent on military leaves of absence (except as limited by law) authorized leaves with pay and time lost because of duty-connected disability shall be included in length of service. Leaves without pay in excess of ninety (90) calendar days shall not apply to seniority. Ties in seniority shall be broken based upon Civil Service Exam scores.

Section 22.2. Seniority List. The City will provide the Association with copies of a seniority list on July 1 of each year.

Section 22.3. Loss of Seniority. An employee shall lose all seniority in the event of voluntary resignation or discharge for cause.

ARTICLE 23 – OUTSIDE EMPLOYMENT

The members of the Association agree that their first line of employment is with the City of Kennewick Police Department and they shall give it first consideration. Outside employment shall in no way detract from the efficiency of the employee and his or her work, and in no way be a discredit to the City employment, and in no way take preference over extra duty required by City employment. Any off duty employment must be approved by the Chief as provided in Departmental Regulations.

ARTICLE 24 – EMPLOYEE RIGHTS/NON-DISCRIMINATION

Section 24.1. Employee Rights. The parties agree that employees have the right to form, join or participate in the activities of an employee organization of their choosing for the purpose of representation on matters of employment relations. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by the Association or its members because of the exercise of these rights.

Section 24.2. Non-Discrimination. The provisions of this Agreement shall be applied equally to all members in the bargaining unit without discrimination as to age, marital status, sex, physical handicap, race, color, creed, religion, national origin, union affiliation or political affiliation.

ARTICLE 25 – DUES CHECKOFF

Section 25.1. Dues and Other Deductions. The Association shall periodically notify the Employer, in writing, of the dues, representation fees, initiation fees, assessments, and/or other regularly recurring costs charged to members by the Association, and of any changes therein. Bargaining unit members who voluntarily consent to paying such dues/fees/assessments/costs by means of payroll deductions that are processed by the Employer will provide written authorization to the Association of their consent in this regard, and the Association will in turn forward such written authorizations to the Employer. Upon receipt of such a written authorization, the Employer will immediately begin to deduct such dues/fees/assessments/costs from the pay of the employee who has provided the authorization, and will promptly forward those dues/fees/assessments/costs to the Association. The Employer will stop deducting dues/fees/assessments/costs for any employee who revokes consent in writing. Such revocation will be communicated to the Association, which will in turn promptly communicate it to the Employer.

Section 25.2. Indemnification. The Association will indemnify, defend and hold the City harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article. If an improper deduction is made, the Association shall refund directly to the employee any such amount.

ARTICLE 26 – SAVINGS CLAUSE

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision.

ARTICLE 27 – ZIPPER CLAUSE

The Agreement expressed herein in writing constitutes the entire Agreement between the Employer and the Association and no oral agreement shall add to or supersede any of its provisions.

ARTICLE 28 – DURATION OF AGREEMENT

This Agreement shall become effective as of January 1, 2024, and shall remain in effect through December 31, 2026. To amend this contract, either party shall notify the other prior to July 1, 2026, of its desire to terminate or amend the same. The proposed changes which shall constitute the subject of negotiations for amendment shall accompany each such notice of termination or amendment.

ARTICLE 29 – LEGISLATED MANDATES

Should the Washington State Legislature enact legislation benefiting employees or immediate families of employees covered by this Agreement, where the effect is to increase costs to the City above those which exist at the time this Agreement is executed, the Union agrees to enter into negotiations with the City, if requested, to negotiate the impact of the change.

ARTICLE 30 – EMPLOYEE RIGHTS

A. General Procedures.

Any employee who will be interviewed concerning an act which, if proven, could reasonably result in disciplinary action against him or her will be afforded the following safeguards:

1. The employee will be informed prior to the interview if the employer believes the employee is a subject in an inquiry that may lead to disciplinary action.
2. Prior to any interview where the employer may impose an economic sanction upon the employee as a result of the underlying incident, the employee will be informed of the nature of the investigation and allegations and informed of and afforded the opportunity to consult with a union representative. If after the complainant is interviewed regarding an action or inaction of an employee, and further investigation is deemed necessary, the employee shall be notified, orally or in writing, of the complaint as soon as is practicable. This requirement will not apply where the employee is under investigation for violations which are punishable as felonies or misdemeanors under Washington State law. Also, the employee will not be notified if doing so would jeopardize either the criminal or administrative investigation. The officer may have an Association representative present to witness the interview provided the representative does not participate in the interview. However, the interview may not be unduly delayed awaiting an unavailable Association representative when other Association representatives are available.
3. Interviews shall take place at Department facilities, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere.
4. The employer shall make a reasonable good faith effort to conduct these interviews during the employee's regularly scheduled shift, except in cases involving exigent circumstances.
5. The employee will be required to answer any questions involving non-criminal matters under investigation and will be afforded all rights and privileges to which he or she is entitled under the collective bargaining agreement, departmental rules and regulations. Prior to any questioning, where there is reasonable suspicion to believe the employee may be the focus of an internal investigation, the employee shall be notified in writing and acknowledge receipt of the following:

"You are about to be questioned as part of an internal investigation being conducted by the Kennewick Police Department. You are hereby ordered to answer the questions which are put to you which relate to your conduct and/or job performance, and to cooperate with this investigation. Your failure to cooperate with this investigation can be the subject of disciplinary action in and of itself, including dismissal. The statements you make or evidence gained as a result of this required cooperation may be used for administrative purposes but will not be used or introduced into evidence in a criminal proceeding."

6. The employee under investigation or the employer shall not be subject to offensive language or threatened with punitive action. The employer shall not require the employee under interrogation to be subjected to visits by the press or news media without their express consent nor shall their home address be given to the press or news media without the employee's consent or lawful order.
7. All interviews shall be limited in scope to activities, circumstances, events, conduct or acts that pertain to the incident that is the subject of the investigation. Nothing in this section shall prohibit the employer from questioning the employee about information that is developed during the course of the interview.
8. If the department tape-records the interview, a copy of the complete interview of the employee, noting all recess periods, shall be furnished, upon request, to the employee. If an interviewed employee is subsequently charged and any part of the recording is transcribed by the employer, the employee shall be given a complimentary copy thereof.
9. Interviews and investigations shall be completed without unreasonable delay. For investigations that exceed thirty (30) days, the employee shall be notified, in writing on a monthly basis, of the status of the investigation.
10. Upon completion, the employee shall be advised of the results of the investigation and any future action to be taken on the incident, within five (5) calendar days of the employee returning to work.

B. When the investigation results in departmental charges being filed.

1. After the investigation is complete, the employee will be furnished with a copy of the investigation which will contain all known material facts of the matter to include any psychological or alcohol/substance abuse evaluation reports resulting from required examinations as part of the investigation unless the employer determines that the release of this information would be detrimental to the employee's mental condition. This would then be available only by lawful order. The employee will also be furnished with the names of all witnesses and

complainants who will appear against him or her. This obligation shall continue after charges have been filed against the employee.

C. Criminal Investigations.

1. This article shall not apply to criminal investigations conducted by the department. In such criminal investigations, the following procedures shall be followed prior to the commencement of the interview: (1) The investigator shall notify the employee of the criminal nature of the investigation; (2) The investigator shall notify the employee that a refusal to answer questions asked by the investigator will not be a basis for disciplinary action against the employee. The employee has the right to not participate in the interview, and the right to terminate the interview, without resulting discipline.

D. Polygraph Tests.

1. The employer will comply with state law with respect to the giving of polygraph or voice stress indicator examinations.

Upon request of the employee, he or she may be afforded the opportunity to take a polygraph jointly approved by the department and the officer.

E. Use of Force Situations.

1. Employees involved in the use of force shall be allowed to consult with a union representative prior to being required to give an oral or written statement about the use of force. Such right to consult with a representative or with counsel shall not delay the giving of the statement more than three (3) hours.

F. Personnel Records.

1. Materials concerning discipline shall not be relied upon by the employer in any subsequent disciplinary action involving the employee if the materials are more than thirty-six (36) months old unless a valid separate agreement such as a "last chance" or "return to work" agreement is in effect, or if the disciplinary document states it shall be a permanent part of the employee's file.

G. Brady Bill.

1. A disciplinary action or any other adverse personnel action may not be undertaken by a law enforcement agency against an employee solely because the employee's name has been placed on a list maintained by the prosecuting attorneys' office of recurring witnesses for whom there is known potential impeachment information, or that the officers' name may otherwise be subject to disclosure pursuant to *Brady v. Maryland*, 373 U.S. 83 (1963).

ARTICLE 31 –EDUCATION AND LONGEVITY MATRIX

Section 31.1 Education Matrix. Sergeants and Corporals covered under the terms and conditions of this bargaining agreement are eligible to qualify for education incentives, upon promotion, based on the following matrix:

90 qtr. Credits	5.0%
BA/BS Degree	7.0%

Section 31.2 Longevity Pay. Longevity pay shall be applied to the monthly base salary of eligible employees. Employees who have completed the following years of continuous service as a Kennewick Police Department law enforcement officer shall be paid longevity pay in accordance with the schedule below.

<u>Completion of:</u>	<u>Pay</u>
15 years	One Percent (1%)
20 years	Two Percent (2%)
25 years	Three Percent (3%)
30 years	Four Percent (4%)

DATED AT KENNEWICK, WASHINGTON, this _____ day of _____, 2020.

PRESIDENT, KPMA

MAYOR

SECRETARY, KPMA

CITY MANAGER

**COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE KENNEWICK POLICE MANAGEMENT ASSOCIATION
AND
THE CITY OF KENNEWICK
JANUARY 1, 2024 THROUGH DECEMBER 31, 2026**

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PREAMBLE

The provisions contained herein constitute an agreement between the City of Kennewick and the Kennewick Management Association governing wages, hours and working conditions. Unless expressly provided herein, the provisions of this Agreement shall be effective January 1, 20 2

ARTICLE 1 – DEFINITIONS

As used herein, the following terms are defined as follows:

- A. "Employer" means the City of Kennewick, Washington.
- B. "Association" means the Kennewick Police Management Association.
- C. "Employee" means a permanent full time employee in the bargaining unit (as defined in subparagraph "E" hereof) covered by this Agreement.
- D. "Command Personnel" means the Chief of Police and Police Commanders.
- E. "Supervisory Personnel" means Sergeants and Corporals
- F. "Bargaining Unit" as used herein shall include all full-time Sergeants and Corporals of the Kennewick Police Department.
- G. "Monthly Salary" means the monthly rate of pay so identified and set forth in Appendix "A" to this Agreement.
- H. "Department" means the Kennewick Police Department.
- I. "Vacation/Annual Leave" means scheduled work days on which a full time employee may, by pre-arrangement, continue to receive the regular rate of compensation although he/she does not work.

ARTICLE 2 – RECOGNITION

Section 2.1. Recognition. The employer recognizes the Association as the sole and exclusive bargaining representative of the employees in the Bargaining Unit (as defined in Article I, subparagraph "F") for the purpose of establishing wages, hours and working conditions.

ARTICLE 3 – EMPLOYER RIGHTS AND RESPONSIBILITIES

Section 3.1. Employer Rights. Any and all rights concerned with the management and operation of the Department are exclusively that of the Employer, unless otherwise provided by the terms of this Agreement.

The Association recognizes:

1. The prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers.
2. That the Employer reserves those rights concerning management and operation of the Department which includes, but are not limited to the following:
 - a. To recruit, assign, transfer or promote members to positions within the Department.
 - b. To suspend, demote, discharge or take other disciplinary action against members for just cause.
 - c. To determine methods, means and personnel necessary for Departmental operations.
 - d. To control the Department Budget.
 - e. Take whatever actions are necessary at all times in order to assure the proper functioning of the Department.
3. Nothing in this Agreement shall be construed to limit those rights and authorities generally reserved to management.

ARTICLE 4 – PERFORMANCE OF DUTY

Section 4.1. Productivity. The Employer and the Association shall work together to meet the production requirements of the City; to provide the public with efficient and courteous service; to encourage good attendance of employees on regular duty; to promote a climate of labor relations that will aid in achieving a high level of efficiency in the Department; and to promote employee training and development.

Section 4.2. Strike Prohibition. Employees shall perform their assigned duties to the best of their physical and mental ability. The Association and the Employer agree that there shall be no strikes, blue flu, walkouts, slowdowns, stoppage of work or any interference with the efficient operation of the Department.

Section 4.3. Lock Out Prohibition. Because of the emergency nature of Police Services, and the necessity for protection of the lives and property of the community, the City pledges not to cause a lockout of members of the Bargaining Unit.

Section 4.4. Recourse. An employee who engages in any of the actions described in Section 4.2 above shall be subject to disciplinary actions as may be determined by the City, including the loss

of one (1) day of annual leave for each day the employee engages in such activity. In addition, employees who engage or encourage such action shall be subject to discipline or discharge.

ARTICLE 5 – HOURS OF WORK

Section 5.1. Work Shifts. The normal work day shall consist of eight (8), nine (9), ten (10) or twelve (12) hours of work in a twenty-four (24) hour period, including mealtime, as set forth below. Work hours may be adjusted in the event of declared emergencies.

- (a) Employees assigned to the Patrol Division will work eighty four (84) hours bi-weekly, with a schedule consisting of three (3) days on, two (2) days off and two (2) days on followed by three (3) days off, two (2) days on and two (2) days off. This rotation will repeat every two (2) weeks.
- (b) Employees assigned to the Criminal Investigations Divisions and Training Sergeant will work a 40-hour work week consisting of four (4) 10-hour shifts, with three (3) days off.
- (c) All other employees will work a compressed 2-week schedule consisting of four (4) 9-hour work shifts, one (1) 8-hour work shift and two (2) days off followed by four (4) 9-hour work shifts and three (3) days off. This rotation will repeat every two (2) weeks.

Section 5.2. Work Periods. Unless otherwise agreed by the parties, the work period shall consist of a fourteen (14) consecutive day period

Section 5.3. Breaks and Meal Periods. Time for work breaks and lunch will total one and one quarter (1/4) hours per ten (10) hour shift and will be taken in increments not larger than forty-five (45) minutes.

Section 5.4. Shift Trades. Subject to the prior approval of the Chief or his authorized designee, employees may make temporary shift trades provided, however, that the department shall incur no overtime liability resulting therefrom.

Section 5.5. Line Up. Patrol Sergeants shall begin their work thirty (30) minutes prior to the beginning of their scheduled shift in order to prepare for the daily briefing. The thirty (30) minutes of preparation time will be paid as compensatory time, or overtime hours at the rate of one and one half (1 ½) times the straight rate of pay.

When the Patrol Sergeant is absent and the Patrol Corporal is in control of the shift, he/she shall follow the same procedure noted above.

Section 5.6. Shift Assignments. Shift assignments for dayshift and nightshift will be made for four (4) month periods, with mandatory rotation after the completion of each four (4) month assignment. Shift assignments to swing shift will be determined by request of the member and priority will be given to the member with most seniority in grade. However, the City agrees that shifts will not be changed or adjusted to avoid overtime payments.

Section 5.7. Work Schedules. The City shall prepare and post an annual work schedule no later than December 15 of each year.

Section 5.8. Shift Rotation. Dayshift and nightshift patrol shifts will rotate on a four (4) month basis. The duration of swing assignments shall be for a period of one year, at which time all members may request swing shift for the following year.

Section 5.9. Training Days. Each calendar year, the City shall schedule five (5) training days consisting of eight (8) hours each. Members must attend three (3) training days unless excused in advance by the Division Commander. The specific training days shall be identified no less than thirty (30) days in advance in order to provide members with adequate time to make provisional arrangements; this notice requirement may be waived by mutual agreement of the Department and the members. In addition, the Department must provide members with at least thirty (30) days' notice if members' attendance at a particular training day is determined by the Department to be mandatory. The start time of these training days shall be scheduled by mutual agreement of the parties.

- (a) Patrol Division: Members working 12-hour schedules will attend training on their scheduled days off and shall receive eight (8) hours of compensatory time or overtime for at the rate of one and one-half (1 ½) times the employee's straight time rate of pay. Members working 8-, 9- or 10-hour schedules will attend training during their normal work hours at their normal rate of pay. Trainers will be compensated in the same manner as those members being trained.

In order to accommodate the current four patrol shift structure, trainers may be required to train up to twelve (12) days each calendar year. Any adjustments to normal work schedules due to the training schedule will be made no less than thirty (30) days in advance or by mutual agreement of the Department and the affected members.

- (b) Non-Patrol Division: Members not assigned to the Patrol Division shall identify three (3) of the scheduled training days to attend and will adjust their work hours on the dates of those trainings. The adjusted work hours will be the hours of the entire chosen training. Overtime or compensatory time will only be approved by a Division Commander if there is an identified need to report to work either prior to or following the identified training. In such an event, members will receive compensatory time or overtime for the hours worked prior to or following the identified training at the rate of one and one-half (1 ½) times the employee's straight time rate of pay.

Members may be excused from the requirement to attend three (3) training days if the member has already attended, or is scheduled to attend, a minimum of twenty-four (24) hours of approved training during the same calendar year, and if the member is granted approval from his or her supervisor. However, the member shall be required to attend those training days identified by the department as mandatory, including but not limited to department qualification and state-mandated classes. Exceptions to this policy shall not be

made without the approval of a Division Commander.

If a member elects to attend additional training on a day other than the three (3) identified days, the member shall report to work for his or her normal work hours and will receive compensatory time or overtime if the training exceeds the work hours of his or her normal work hours. The member may alternately adjust his or her regular work hours to accommodate the training with supervisor pre-approval.

Each officer will be required to attend a combination of training days and outside training to ensure that he or she received the state-mandated number of hours of training each year. If the state-mandated number of hours changes during any year of this contract, the parties agree to reopen this section for further negotiations.

ARTICLE 6 – OVERTIME

Section 6.1. Daily and Weekly Overtime. All work which has been specifically authorized by a supervisor is performed in excess of the employee's regular work day or which has been performed outside the employees regularly scheduled shift shall constitute overtime.

Section 6.2. Overtime Compensation. Overtime hours shall be compensated at the rate of one and one-half (1 ½) times the employee's straight time rate of pay. Any overtime earned as a result of duty call back, court call back, or extension of shift in excess of fourteen (14) hours in one (1) pay period shall be paid at double (2x) the employee's regular rate of pay. All other extra duty employment shall be paid by the City at the normal rate of one and one half (1 ½) times the straight rate of pay. The employee may, at his/her option, elect to earn compensatory time in lieu of overtime pay as provided in Section 6.3 of this Article. However, the City agrees that shifts will not be changed or adjusted to avoid overtime payment. No overtime shall be paid or compensatory time earned for work less than eight (8) minutes either before or after an employee's shift.

Section 6.3. Compensatory Time.

1. At the option of the employee, compensatory time may be earned instead of cash overtime pay. Compensatory time will be earned at the overtime rates described in section 6.2, and, where paid, will be paid at the straight time rate. No more than one hundred sixty (160) hours of compensatory time may be earned or carried over to the next year.
2. With reasonable notice, an employee's request for the use of compensatory time off may not be denied unless granting the request would result in undue disruption to the City. "Reasonable notice" shall be defined as at least seven (7) days notice of the intent to use compensatory time off. For compensatory time off requests on an approved "blackout date", "reasonable notice" shall be defined as at least fourteen (14) days' notice of the intended use of compensatory time off. If the City would not be required to fill in for the absent employee with another employee on an overtime basis, "reasonable notice" can

be less than seven (7) days notice.

3. Employees may convert up to eighty (80) hours of accrued compensatory time to cash on April 1st or August 1st of each calendar year, provided that the employee provides the City with no less than thirty (30) days' notice of the intent to cash out compensatory time. Employees may use this cash provision twice per year, but may not exceed eighty (80) hours during any calendar year.
4. When an employee is separated from employment with the City for any reason, the employee's accrued compensatory time may be cashed out in full.

ARTICLE 7 – DUTY AND COURT CALL-BACK

Section 7.1. Shift Extensions. For purposes of this Article, appearance for a call back to duty or to court must occur at least one (1) hour prior to the start, or more than one (1) hour after the conclusion of the employee's shift. Should the appearance for the call back occur less than one hour before or one (1) hour after the end of the regularly assigned shift, the time worked shall be deemed an extension of the shift and shall be compensated at the or appropriate overtime rate, , and shall not be subject to the call back minimums provided herein.

Section 7.2. Duty Call Back. If called to duty outside a scheduled shift, whether on a scheduled work day or a scheduled day off, the employee will receive overtime pay for actual hours worked and will be guaranteed a minimum of three (3) hours pay at the appropriate overtime rate.

Section 7.3. Court Call Back. If called to Court outside a scheduled shift, whether on a scheduled work day or a scheduled day off, the employee will be paid at the appropriate overtime rate for actual hours worked and will be guaranteed a minimum of three (3) hours paid at that overtime rate. For purposes of this Article, an employee is entitled to Court callback pay only if requested to appear in Court to fulfill responsibilities that arise from their employment with the City.

Section 7.4. Court Cancellation. Employees shall be entitled to receive the court callback minimums specified in Section 7.3 above even if the court appearance is canceled provided:

1. The employee calls the individual designated by the Employer to verify the court appearance on the last scheduled normal work day preceding the court appearance; and
2. The City fails to notify the employee at least one (1) hour before the scheduled court appearance. Cancellation notice shall be actual notice to the employee either orally or in writing, or a good faith effort to contact the employee.

Section 7.5. On-Call Status for Detective Sergeants/Corporals.

An employee assigned to CID who is in an on-call status as approved by the Department shall receive one (1) hour of comp time at the OT rate of pay, or 1 hour of overtime pay, at the employees' option for each day they are in an on-call status. If the on-call Detective Sergeant/Detective Corporal is called to duty, he/she shall not receive the one (1) hour of comp

time/pay. Nothing in this Section shall guarantee that the on-call Detective Sergeant/Detective Corporal will be the one called in.

ARTICLE 8 – MONTHLY SALARIES

Section 8.1. Step Advance. Salaries are to be paid in the same manner as now in use by the Payroll Section of the Employer.

Section 8.2. Salaries. The wages of top step Corporals shall be set at 8% above the base wage of Master Police Officer, and the wages of top step Sergeants shall be set at 9.5% above the base wage of top step Corporal.

Section 8.3. Deferred Compensation. The City shall contribute five percent (5%) of the employee's regular salary to the employee's deferred compensation plan offered by the City.

The City will add the ability for employees to make Roth IRA contributions. The City shall not incur any administrative costs or fees, and shall not make any contributions to employees' Roth IRA plans. In its role as the plan sponsor for both plans, the City shall determine all elective features and conditions associated with the loan provision.

Section 8.4. Overpayments. When an overpayment is made to an employee, recovery of the overpayment by the City shall be made at the same rate as the overpayment. However, if an employee terminates prior to full repayment, the total unpaid amount will be withheld from the employee's final paycheck.

Section 8.5. Bi-Weekly Payroll. The City may, after giving sixty (60) days notice, institute a bi-weekly payroll.

Section 8.6. Bilingual Skills. An employee meeting the Language Line level III proficiency or other joint Association/City-approved certification test for Spanish, will receive an additional three percent (3%) per month over base pay. Employees who were qualified for Spanish proficiency before the ratification of the 2024 contract year shall be grandfathered in for the purposes of initial testing. Testing shall be at the expense of the City. Recertification at the same level shall be required every six years to maintain the three percent (3%) increase.

Section 8.7. Physical Fitness. Members who demonstrate an exceptional level of physical fitness will receive an additional half of one percent (0.5%) of top step corporal or top step sergeant, respectively. Members may earn this physical fitness incentive up to two times per year.

In order to demonstrate an exceptional level of physical fitness, members may voluntarily take a V.02 test that requires members to row their best two thousand (2000) meters for time. The V.02 test will be administered twice annually. Members who successfully complete this test at or above the 70th percentile based on their age, weight, and gender will receive a payment in a separate check during the next payroll remittance process following successful completion of the test. Additional details and resources regarding the V.02 test, a detailed example of which has been developed and adopted by the Texas Department of Public Safety, can be found at the

following website URL and are incorporated herein by reference:
<https://www.dps.texas.gov/ETR/concept2RwrTstngTrng.htm>.

ARTICLE 9 – CLOTHING AND EQUIPMENT

Section 9.1. Clothing Purchase/Maintenance Allowance. Employees will receive an allowance for work related uniform/equipment purchase and maintenance, and for practice ammunition, in the following amounts:

Contract year 2024: \$1,750.00 per employee
Contract year 2025: \$1,600.00 per employee
Contract year 2026: \$1,600.00 per employee

Employees will receive the allowance payment on a separate check on the second claims run of January each year.

The City will provide patches, chevrons, etc. The placement of these items on the employee's uniform will be the responsibility of the employee subject to the maintenance allowance.

Employees assigned to motorcycles will receive through the quartermaster system one set of breeches and boots for special events related to their motorcycle assignment. These items will be replaced as needed after approval by the Division Commander or designee

Employees shall be responsible for maintaining their receipts for the purchase and maintenance of their uniforms/equipment, and shall submit all receipt to the KPMA Treasurer by December 1 of each year. The KPMA shall sort the receipts by member and submit an accounting for each member to the City of Kennewick designee by December 10 of each year. Members who do not provide receipts for appropriate expenses totaling the full amount of their allowance each year shall have the difference deducted from their December 20 payroll check.

Section 9.2. Replacement. If equipment and/or clothing provided by the City or the duty weapon provided by the employee is lost, stolen, destroyed or damaged in the line of duty without neglect on the part of the employee, it will be replaced by the Employer without recrimination, cost or charge to the employee.

Section 9.3. Safety. Clothing and equipment provided by the employer shall be purchased and maintained with due regard to employee health and safety. When necessary, the City agrees to update and renew all body armor to maintain the safety of the officers.

Section 9.4. Personal Items. Wristwatches, prescription eye glasses and contacts damaged in the line of duty, without fault or negligence by the employee, shall be repaired or replaced by the City subject to the maximum dollar limitations specified below; provided that such repair or replacement is not otherwise covered by other applicable insurance policies or provisions that pay a greater amount. If the City repairs or replaces the item under this Section, monies received from other insurance policies or provisions shall be turned over to the City to the extent of the City's cost. Falsification of such requests shall constitute just cause for termination.

Limitations:

Prescription glasses and contacts	\$500.00
Wristwatches	\$ 50.00

ARTICLE 10 – HOLIDAYS

Section 10.1. Holidays Recognized. The following, and such other days as the City Council by ordinance may fix, are official holidays:

1.	New Year's Day	January 1
2.	Martin Luther King, Jr. Birthday	3 rd Monday in January
3.	President's Day	3 rd Monday in February
4.	Memorial Day	Last Monday in May
5.	Independence Day	July 4
6.	Labor Day	1 st Monday in September
7.	Veteran's Day	November 11
8.	Thanksgiving Day	4 th Thursday in November
9.	Day after Thanksgiving Day	
10.	Christmas Day	December 25
11.	Floating Holiday	As Scheduled Below
12.	Floating Holiday	As Scheduled Below

The floating holidays shall accrue on February 1 of each year. Employees have the option to utilize earned floating holiday(s) to care for themselves, child(ren), or a seriously ill family member, including spouse, parents, parent-in-law, grandparents, and adult child(ren) with disabilities, as allowed in RCW 49.12.265-49.12.295.

Section 10.2. Annual Leave/Holiday Overlap. Holidays that fall during an employee's pre-approved annual leave shall be counted as holidays for the purpose of tabulating use of annual leave. The holiday shall not be counted as annual leave taken.

Section 10.3. Holiday Pay. Due to the nature of bargaining unit work, Employees will not receive holidays off with pay and will continue to report to work on any holidays that fall on scheduled workdays. Instead, Employees will receive twelve (12) hours of straight time pay for each holiday recognized in Section 10.1 that occurs while employed with the City and in paid status. The City will issue checks for holiday pay in one lump sum payment in a separate check during the first payroll process in December.

Employees who wish to take a holiday off work must submit a request for annual leave, Kelly time, or compensatory time as outlined in this agreement.

ARTICLE 11 – ANNUAL LEAVE

Section 11.1. Accrual/Eligibility. In lieu of separate vacation and sick leave accruals, each full time employee shall accrue annual leave as set forth below, based on his or her continuous length

of service accumulated as of the most recent anniversary date of employment:

<u>Service</u>	<u>Accrual</u>
1 through 5 years	15 hours per month
6 through 9 years	17 hours per month
10 through 14 years	19 hours per month
15 through 19 years	21 hours per month
20 through 24 years	23 hours per month
25 years and over	25 hours per month

An employee shall not be eligible for annual leave until he has worked for the Employer a minimum of six (6) calendar months from his most recent date of employment.

Section 11.2. Maximum Annual Carryover. Employees will accrue annual leave as described above without any maximum limit. However, employees will only carry over a maximum of 640 hours of annual leave each year. For the purpose of this policy, the “year” will be defined as the period of time from April 1 through March 31. Each year at the end of the March 31 pay period, Employees will lose any hours in excess of 640 hours of annual leave.

Section 11.3. Accrual Cash-Out.

1. Upon termination for any reason, an employee shall receive a sum of money equal to the number of accrued and unused annual leave hours, up to a maximum of 560 hours, multiplied by the employee's last hourly rate of pay when the employee ceases employment with the City. If the employee quits, annual leave accrual cash out is available only if the employee has given two weeks' advanced notice of quitting. No prior notice is required if the employee is terminated for just cause or is asked to resign.
2. Upon the death of an employee, the accrued annual leave pay of the deceased employee shall be paid, at the rate described above in this Section, to the same individual to who is paid the accrued wages.
3. Officers who reach six hundred and forty (640) hours of accumulated leave will then have eighty (80) hours converted into the Medical Savings Trust and contributed to the Trust. Such amounts will be contributed with the next regular payroll remittance process. No more than eighty (80) hours of accumulated annual leave time will be transferred to the Medical Savings Trust during any particular calendar year.

Section 11.4. Annual Leave Scheduling/Preference. Employees shall be permitted to request to use their annual leave days in either single or split blocks of time. Employees shall have the right to determine annual leave scheduling in accordance with the preference rules included here, subject to the reasonable operational needs of the Department and the availability of relief manpower as determined by the Chief.

An employee may submit one senior pick for the year between January 1st and January 31st. Where two or more employees request overlapping annual leave schedules, preference will be given to the most senior employee, provided the senior employee's request was received between January 1st and January 31st. Each employee shall be permitted to exercise his or her right of seniority preference only once annually and for only one annual leave time-block.

When multiple employees are assigned to the same or overlapping shifts, they are encouraged to work together to come up with a schedule for the rest of the year where both get equal opportunity to take time off. If they are unable to come to an agreement on the dates requested, the KPMA Executive Board may be requested to mediate.

If an employee has submitted a request to use forty (40) consecutive hours or more of annual leave time and qualifies for an open annual leave slot pursuant to the terms of this article, the City shall approve or deny the annual leave request within seven (7) calendar days of the submission of the request.

Section 11.5. Leave Expansions. Employees have the option to utilize earned annual leave to care for themselves, their child(ren), or a seriously ill family member including, spouse, parents, parents-in-law, grandparents, and adult child(ren) with disabilities, as allowed by RCW 49.12.265 – 49.12.295. The approval process to access annual leave for the purposes mentioned herein is as outlined in Section 11.4.

Section 11.6. Seniority. For purposes of annual leave scheduling, seniority shall be defined as length of unbroken service as a commissioned officer in the Department.

Section 11.7. Seniority-in-Grade. For the purpose of shift assignments, seniority-in-grade shall be defined as the length of time as a Corporal or higher rank. If an employee is involuntarily demoted to a rank lower than Corporal, that employee loses his/her seniority-in-grade..

Section 11.8. Blackout Dates. The parties will discuss and approve blackout dates prior to January 1 of each calendar year. The intent of this section is to reach a mutual agreement on which days will be Blackout dates and what the minimum staffing will be for each Blackout Dates

ARTICLE 12 – SICK LEAVE

Section 12.1. LEOFF I Employees. Effective January 1, 1974, LEOFF I employees shall cease to accrue sick leave in favor of coverage available under the disability portion of the LEOFF System. Any bona fide short-term illness by LEOFF I employees resulting in absence from work shall be grounds for application to the Disability Board for short-term disability coverage.

Section 12.2. LEOFF II Employees. Effective May 1, 2000, LEOFF II employees shall cease to accrue sick leave in favor of a combined annual leave program addressed in Article 11. Employees may use accrued annual leave or, if available, may use prior accrued sick leave in accordance with the conditions set forth in Section 12.3.

Section 12.3. Sick Leave Use. In order to be granted paid annual leave, or utilize prior accrued sick leave, an employee must meet the following conditions:

1. Report to Police Chief or the Officer in charge the reason for the absence. Sick report must be made not later than thirty (30) minutes before beginning of the scheduled work shift.
2. Keep the Chief or the Officer in charge informed of his condition if the absence is to be more than one (1) shift in duration.
3. The City shall be permitted, at the discretion of the Chief, to require the employee to undergo a medical examination or nursing visit to verify the illness. The expense of such medical examination or nursing visit shall be paid by the City.
4. Sick leave will not be used in connection with a disability retirement.
5. Any employee found to have abused or misused sick or annual leave may thereupon be subject to discipline or discharge.
6. As of May 1, 2000, employees will be allowed to utilize the "frozen" accrued sick leave prior to using "annual leave" for time off when they are sick. It will be the employee's responsibility to correctly annotate the use of the accrued sick leave on their time cards.

Section 12.4. Sick Leave Expanded. Employees have the option to utilize earned annual leave to care for themselves, their child(ren), or a seriously ill family member including, spouse, parents, parents-in-law, grandparents, and adult child(ren) with disabilities, as allowed by RCW 49.12.265 – 49.12.295. The approval process to access sick leave for the purposes mentioned herein is as outlined in 12.3 of this Article.

Section 12.5. Catastrophic Leave. Officers shall be allowed to voluntarily transfer up to a maximum of forty (40) hours of their accumulated annual leave during any given fiscal year to another officer (or officers) who has no accumulated sick or annual leave hours, but who is otherwise eligible to take paid sick or annual leave. These transferred annual leave hours shall be converted, on a one-for-one (1:1) ratio, to certified annual leave hours, and once they are transferred and converted, such annual leave shall not be refundable to the officer making the transfer. Any officer may receive such transferred annual leave hours from any number of officers provided, however, that the officer may not receive more converted annual leave hours that he or she actually needs to cover a current period of annual leave absence, and such converted annual leave hours may only be used for "certified" sick leave absence.

An employee may not receive more than three hundred and fifty (350) hours of converted leave for any one illness or injury. For worker's compensation purposes, leave can only be utilized if the combined balance of the employee's annual and sick leave accounts is less than forty (40) hours.

Catastrophic leave is only available for injuries or illnesses of the employee.

ARTICLE 13 – INSURANCE COVERAGE

Section 13.1. Medical Coverage. Employees covered by this Agreement shall be insured by a medical insurance plan through AWC that includes dependent coverage and major medical coverage for employees and dependents. Employees shall have a choice of the Asuris HealthFirst \$250 Deductible plan or the Group Health \$200 deductible plan. The parties agree that AWC controls the plan design and the Board of Trustees may make changes from time to time. Employees will contribute toward medical insurance premium costs as follows:

	Single	Married	Married w/Dependent(s)
01/01/24	\$160.00	\$170.00	\$180.00
01/01/25	\$160.00	\$170.00	\$180.00
01/01/26	\$170.00	\$180.00	\$190.00

For purposes of this Section, Single includes employee only or employee plus one dependent. Married includes employee and spouse or employee plus two or more dependents. Married w/Dependents includes employee, spouse plus one or more dependents.

These payments may be made on a pre-tax basis if the employee completes and submits the appropriate election forms.

Section 13.2. Dental Coverage. Employees covered by this Agreement, as well as their dependents, will be enrolled in the dental plan in effect for non-contract employees, which shall be paid for by the City. The Association agrees to move to a new dental plan provider when either non-contract employees do or when the City as a whole moves to a new dental plan.

Section 13.3. Vision Coverage. Employees covered by this Agreement, as well as their dependents, will be enrolled in the vision plan in effect for non-contract employees, which shall be paid for by the City. The Association agrees to move to a new vision plan provider when either non-contract employees do or when the City as a whole moves to a new vision plan.

Section 13.4. Medical Savings Trust. Employees authorize the City to make monthly deductions from the base salaries of all employees to be deposited into the trust fund designated to fund eligible medical expenses. The City shall make such deductions from the paychecks of all employees on a pre-tax basis. The percentage of base salary to be deducted from the paychecks of all employees will be determined at the sole discretion of the employees, and the employees shall have the right to increase, decrease or terminate such contributions at any time after providing the City with no less than thirty (30) days notice.

Section 13.5. False Arrest Coverage. The Employer shall maintain false arrest insurance without cost to the employee.

Section 13.6. Life Insurance Coverage. The Employer shall provide life insurance in the amount of fifty thousand dollars (\$50,000) for each employee.

Section 13.7. Long Term Disability. Beginning January 1, 1992, LEOFF II employees shall be enrolled in a long term disability plan. The employee shall pay the premium of the LTD to the carrier. Payment to employees shall be made based on the individual's base monthly salary multiplied by 0.77% and is paid on the 20th of each month in employees' checks.

Section 13.8. Coverage Selection. The Employer shall have the right to choose the best insurance packages for bargaining unit members so long as the level of coverage is not reduced.

Section 13.9. Retiree Medical. The parties will continue to work together to identify means and methods for enhancing retiree medical benefits, and particularly retiree medical benefits for retirees who do not yet qualify for Medicare, and to provide members with ways to increase contributions into tax-deferred plans to fund medical expenses upon retirement. The parties agree that this provision will not be interpreted in any manner that obligates the City to incur an increase in net cost as a result of enhancing retiree medical benefits.

Section 13.10. IRS Section 125 Plan. The City shall establish an IRS Section 125 Plan in which employees may participate.

ARTICLE 14 – LEAVES OF ABSENCE

Section 14.1. Leave of Absence. The City Manager may authorize unpaid leaves of absence up to a maximum duration of one (1) year, except in the case of leave necessitated by involuntary conscription or recall to duty in the Armed Forces of the United States, in which case the leave may extend to cover the full period of conscription or recall. Upon expiration of such approved leave, the employee shall be reinstated in the classification held at the time leave was granted. Failure on the part of the employee to report for duty promptly at the expiration of such leave shall be regarded as voluntary resignation.

Section 14.2. Death in Immediate Family. Leave with pay shall be granted by the Chief for a maximum of forty (40) hours for each death in the immediate family for employees scheduled on either an eight (8) or ten (10) hour work shift; the leave shall be thirty six (36) hours for employees scheduled on a twelve (12) hour work shift. All time off for any death in excess of the above allowed amounts must be approved by the City Manager or Chief in special circumstances and charged to sick leave. Immediate family includes the employee's father, mother, father-in-law, mother-in-law, spouse, brother, sister, children, grandparents, or any individual residing in the employee's household at the time of death.

Section 14.3. Doctor and Dentist Appointments. Bona fide medical appointments requiring not more than two (2) hours of absence from work, up to a maximum of ten (10) hours per calendar year, shall not be counted against accumulated sick leave or temporary disability leave. If the appointment keeps the employee away from work for more than two (2) hours, all the time away from work for that appointment will be charged to annual leave. When possible, these appointments will be scheduled so they do not conflict with scheduled duty hours.

Section 14.4. Leave Without Pay. No leave without pay shall be granted to an employee until the employee has first taken advantage of all his earned annual leave, sick leave and

compensatory time and such leave will not be granted for the purpose of the employee's gaining any personal advantage or profit. Provided, however, that an employee shall be allowed to retain up to eighty (80) hours of annual leave prior to going on leave without pay status.

Section 14.5. Lay-off for Lack of Work. Any full time employee, when laid off for lack of work or of funds, shall be given at least two weeks advance notice.

Section 14.6. Maternity Leave. Maternity leave not to exceed three (3) months shall be granted without pay at the request of an employee for the purpose of childbirth and recuperation of the mother. Paid maternity leave is available to the extent the employee has available, and elects to use, accrued sick leave, annual leave or compensatory time. Employees may, however, exercise the option of taking all maternity leave without pay.

Section 14.7. Unauthorized Absence. Unauthorized absence from duty, barring extenuating circumstances, constitutes just cause for dismissal upon recommendation of the Chief and at the discretion of the City Manager.

Section 14.8. Retention. The City's intent is to keep trained, quality and experienced people when injured and incapacitated from work. Each case will be evaluated on an individual basis by the City Manager at the recommendation of the Chief.

ARTICLE 15 – GRIEVANCE PROCEDURE

Section 15.1. Dispute Resolution. A "grievance" means a claim or dispute by an employee with respect to the interpretation or application of the provisions of this Agreement. Grievances may be delivered by electronic means. Such disputes shall be resolved as follows:

Step 1 - An employee must present a grievance within fourteen(14) calendar days of its alleged occurrence to the employee's supervisor who, with the assistance of a Commander, shall attempt to resolve it within fourteen(14)calendar days after it is presented to him or her.

Step 2 - If the employee is not satisfied with the solution by the employees' supervisor, the grievance may be presented to the Chief of Police in writing within fourteen(14)calendar days of receiving the employees' supervisor's response. The Chief shall attempt to resolve the grievance within fourteen(14) working days after it has been presented to him or her.

Step 3 - If the employee is not satisfied with the resolution by the Chief of Police, the Association or the employee may refer the grievance, in writing with all pertinent materials, to the City Manager within fourteen(14)calendar days of receiving the Chief's response. The City Manager shall attempt to resolve the grievance within fourteen(14)calendar days after it has been presented to him or her.

Step 4 - If the employee is not satisfied with the resolution by the City Manager, the Association or the employee may refer the grievance to arbitration within fourteen(14)calendar days. The Association may elect to proceed either to arbitration or through Civil Service Commission proceedings, but not both.

Section 15.2. Arbitrator Selection.

1. For disciplinary matters, the manner and procedures for selecting an arbitrator shall conform to RCW 41.58.070.
2. For non-disciplinary (contract) matters, the following methods will be employed: The parties shall attempt to agree upon an arbitrator within five (5) calendar days after the grievance is referred to arbitration. In the event the parties are unable to agree on an arbitrator within the five (5) day period, the parties shall immediately request the Public Employment Relations Commission (PERC) to submit a panel of at least five (5) arbitrators for consideration. Either party may reject one (1) entire panel and request that a new panel be submitted. The parties shall alternately strike names until one name remains. The person remaining shall be the Arbitrator. The party striking first shall be determined by a coin toss. The Arbitrator shall be notified of his/her selection by joint letter from the Association and City requesting that a time and place be set for the arbitration subject to the availability of the Association and City representatives. All arbitration hearings shall be conducted in Kennewick, Washington unless the parties mutually agree otherwise.

Section 15.3. Arbitrator Authority. The arbitrator shall render his or her award based on the interpretation and application of the provisions of the Agreement within thirty (30) days after such hearing. The decision shall be final and binding upon the parties to the grievance provided the decision does not involve action by the Employer which is beyond its jurisdiction. Neither the arbitrator nor any other persons involved in the grievance procedure shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement.

15.4. Arbitration Costs. The costs and fees of the Arbitration shall be borne equally by the Association and the City. Each party will be responsible for compensating its own representatives and witnesses and purchasing its own copy of the transcript.

Section 15.5. Time Limits. Unless the parties otherwise agree, the grievance shall be considered waived if any time limits set forth within this Article are violated. And extension of time must be made in writing with the consent of both parties. All sections of the Grievance Procedure that address filing and response days shall mean "calendar" days.

ARTICLE 16 – MANAGEMENT GRIEVANCE/ARBITRATION

In recognition of the mutual obligation of the parties to this Agreement to abide by its terms and conditions, the City may file a grievance for violation of or improper application of this Agreement by any employee or the Association. Such grievance may be appealed to arbitration at the option of the City.

ARTICLE 17 – ASSOCIATION BUSINESS

Section 17.1. Association Business. Consistent with past practice, the City recognizes the Association's right to conduct Association business on duty time and the Association's right to reasonable access to the City facilities to conduct Association business so long as such business or activities do not unreasonably interfere with the activities of the Department, as determined by the Chief.

Section 17.2 Bargaining Compensation. The City recognizes the Association will elect three members to represent the Association in official bargaining sessions. All parties acknowledge it is reasonable to expect official bargaining sessions to be scheduled during normal business hours. However, one or all of the three members of the association's bargaining team might have a regular work schedule that is outside normal business hours. In the event an official agreed upon bargaining session is outside the normal work hours of any of the three elected bargaining team members, those members shall be compensated with overtime as outlined in Article 6.2. The Association agrees to a cap of 40 hours of overtime per bargaining member per contract.

ARTICLE 18 – PERSONNEL FILE

Section 18.1. Personnel Record. The City Personnel Department shall maintain a central personnel file for each employee in the bargaining unit. This record will be the official record of the City and will contain a history of employment records, change of status forms, letters of commendation, all personnel actions and such other pertinent information regarding employee performance (excluding supervisory notes and other documents compiled under Section 18.5, below) which either have in the past or may in the future form the basis of disciplinary action or commendation.

Section 18.2. Inspection of Records. After giving reasonable notice, the employee may inspect the contents of the employee's official personnel record, except confidential reports. An employee's official representative, with the permission of the employee, may inspect the records in that file pertaining to the employee except for confidential reports.

Section 18.3. Critical Entries. No document reflecting critically upon the employee shall be placed in the employee's personnel file that does not bear either the signature or initials of the employee indicating that the employee has been provided a copy of the material. Employees are required to sign all disciplinary actions presented to them by the Chief or his designee. Such signature shall indicate acknowledgement of receipt of the disciplinary action and shall in no way constitute an admission of the truthfulness or accuracy of the document's contents.

Section 18.4. Rebuttal Material. If the employee believes there is material in the employee's personnel record which is incorrect or derogatory, the employee shall be entitled to prepare in writing an explanation or opinion regarding the particular material, and this shall be included as part of the employee's personnel record. Employees shall also have the right to petition for the removal of any document contained in the personnel file for at least one (1) year. The removal

decision shall be made by the Chief at his or her discretion.

Section 18.5. Disclaimer. This Article is not meant to limit the maintenance of supervisor notes and other pertinent Department records. Nothing in this Section shall prohibit the City from using other pertinent information, such as, but not limited to, supervisory notes and confidential reports in determining appropriate disciplinary action. However, the parties recognize that as a general policy, disciplinary actions should be based only upon documents bearing the initials or signature of the employee.

ARTICLE 19 – DISCIPLINE AND DISCHARGE

Section 19.1. Rules and Regulations. Kennewick Police Department Policy Manual, Policy 1010 is incorporated into this agreement.

Section 19.2. Discipline. Disciplinary actions or measures shall include only the following: oral reprimand; counseling statements; written reprimands; transfer; suspension with or without pay, or in lieu thereof and with the consent of the employee, loss of annual leave or compensatory time; demotion; discharge; any combination thereof; or other methods as may be agreed upon by the parties.

1. Disciplinary actions such as oral admonitions, warnings or counseling statements, or written reprimands are usually the first steps taken in constructive and progressive discipline. As a general rule, such are to be taken for infractions of a minor nature.
2. Disciplinary actions such as transfer, suspension with or without pay, loss of annual leave or compensatory time, demotion and discharge will be used for more serious offenses or when previous disciplinary actions have not corrected unacceptable patterns of performance or conduct.
3. Disciplinary actions will be administered promptly in a fair, firm and equitable manner, and only for specific and just cause.
4. The Employer agrees that the disapproval of leave requests will not be used as disciplinary measures.
5. If the City has reason to reprimand an employee, it shall, where possible, be done in private or in a manner that is least likely to embarrass the employee before other employees or the public.
6. The City agrees to furnish the employee with a complete statement, in writing, at the time of the counseling statement, reprimand, suspension, demotion or discharge outlining the specific reasons for such action as known to the Employer at that time. If at the time of the counseling statement, reprimand, suspension, demotion or discharge, it is not feasible to furnish the employee with a complete statement of the reasons for the disciplinary action, said complete statement must be presented to the employee within four (4) days, not including weekends or holidays. Where possible, additional reasons will

not be added at a later date, except in such cases where further evidence pertinent to the situation is subsequently discovered.

7. The employee and Association will be provided a complete copy of any internal investigation if so requested at the conclusion of the investigation, to the extent allowable under the law.

ARTICLE 20 – PROBATION, ASSIGNMENTS

Section 20.1. Probation. Regular employees promoted to sergeant or corporal shall serve a probationary period not to exceed twelve (12) months. During the trial service period, the Chief may demote the employee to the classification previously held when, in the reasonable opinion of the Chief, the employee is found unfit for service in the higher classification. Regular employees shall not be subject to at-will discipline or discharge during their period of trial service. However, nothing in this section shall be interpreted to prevent discipline or discharge for just cause.

Section 20.2. Non-Patrol Assignments. The selection of a member to any non-patrol lateral assignment shall be at the sole discretion of the Chief or his designee.

ARTICLE 21 – LAYOFF AND RECALL

Section 21.1. Layoff. In the event of a layoff for any reason, employees shall be laid off in the reverse order of their seniority (as defined in Section 22.1) in their classification. Any employee who is to be laid off who has advanced to their present classification or specialty from a lower classification or different specialty in which they held a permanent appointment shall, if they possess greater seniority, have the opportunity to bump into a position in a lower classification or previously held specialty. His or her seniority in the lower classification or specialty shall be established according to the date of permanent appointment to that classification or specialty.

Section 21.2. Recall. Employees shall be called back from layoff according to seniority in the classification from which the employee was laid off. No new employees shall be hired in any classification until all employees on layoff status in that classification have had an opportunity to return to work. An employee shall be considered on lay-off status for a period of thirty-six (36) months.

Section 21.3. Recall Notice. The City shall notify, by certified mail, the employees on laid off status of any department job opening the employee is qualified to fill. Upon notification, the employee must accept or reject the open position by certified mail within fifteen (15) calendar days of receipt of job notice regardless of who signed for the certified job notice. Failure to do so will result in forfeiture of all recall rights.

Section 21.4. Special Skills Exception. The City may retain junior employees without regard to seniority, after consultation with the Association, if the junior employees possess "special skills" unavailable from more senior employees in the Association. For the purposes of this Section, special skills shall be limited to polygraph examinations, rifle team members, hostage negotiators, and instructors and any other special skills designated after consultation with the

Association at the time of the layoff.

ARTICLE 22 – SENIORITY

Section 22.1. Seniority Defined. Seniority shall be defined as the length of service by an employee within the Department following his or her most recent date of hire or rehire. After hire, time spent on military leaves of absence (except as limited by law) authorized leaves with pay and time lost because of duty-connected disability shall be included in length of service. Leaves without pay in excess of ninety (90) calendar days shall not apply to seniority. Ties in seniority shall be broken based upon Civil Service Exam scores.

Section 22.2. Seniority List. The City will provide the Association with copies of a seniority list on July 1 of each year.

Section 22.3. Loss of Seniority. An employee shall lose all seniority in the event of voluntary resignation or discharge for cause.

ARTICLE 23 – OUTSIDE EMPLOYMENT

The members of the Association agree that their first line of employment is with the City of Kennewick Police Department and they shall give it first consideration. Outside employment shall in no way detract from the efficiency of the employee and his or her work, and in no way be a discredit to the City employment, and in no way take preference over extra duty required by City employment. Any off duty employment must be approved by the Chief as provided in Departmental Regulations.

ARTICLE 24 – EMPLOYEE RIGHTS/NON-DISCRIMINATION

Section 24.1. Employee Rights. The parties agree that employees have the right to form, join or participate in the activities of an employee organization of their choosing for the purpose of representation on matters of employment relations. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by the Association or its members because of the exercise of these rights.

Section 24.2. Non-Discrimination. The provisions of this Agreement shall be applied equally to all members in the bargaining unit without discrimination as to age, marital status, sex, physical handicap, race, color, creed, religion, national origin, union affiliation or political affiliation.

ARTICLE 25 – DUES CHECKOFF

Section 25.1. Dues and Other Deductions. The Association shall periodically notify the Employer, in writing, of the dues, representation fees, initiation fees, assessments, and/or other regularly recurring costs charged to members by the Association, and of any changes therein. Bargaining unit members who voluntarily consent to paying such dues/fees/assessments/costs by means of payroll deductions that are processed by the Employer will provide written authorization to the Association

of their consent in this regard, and the Association will in turn forward such written authorizations to the Employer. Upon receipt of such a written authorization, the Employer will immediately begin to deduct such dues/fees/assessments/costs from the pay of the employee who has provided the authorization, and will promptly forward those dues/fees/assessments/costs to the Association. The Employer will stop deducting dues/fees/assessments/costs for any employee who revokes consent in writing. Such revocation will be communicated to the Association, which will in turn promptly communicate it to the Employer.

Section 25.2. Indemnification. The Association will indemnify, defend and hold the City harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article. If an improper deduction is made, the Association shall refund directly to the employee any such amount.

ARTICLE 26 – SAVINGS CLAUSE

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision.

ARTICLE 27 – ZIPPER CLAUSE

The Agreement expressed herein in writing constitutes the entire Agreement between the Employer and the Association and no oral agreement shall add to or supersede any of its provisions.

ARTICLE 28 – DURATION OF AGREEMENT

This Agreement shall become effective as of January 1, 2024, and shall remain in effect through December 31, 2026. To amend this contract, either party shall notify the other prior to July 1, 2026, of its desire to terminate or amend the same. The proposed changes which shall constitute the subject of negotiations for amendment shall accompany each such notice of termination or amendment.

ARTICLE 29 – LEGISLATED MANDATES

Should the Washington State Legislature enact legislation benefiting employees or immediate families of employees covered by this Agreement, where the effect is to increase costs to the City above those which exist at the time this Agreement is executed, the Union agrees to enter into negotiations with the City, if requested, to negotiate the impact of the change.

ARTICLE 30 – EMPLOYEE RIGHTS

A. General Procedures.

Any employee who will be interviewed concerning an act which, if proven, could reasonably result in disciplinary action against him or her will be afforded the following safeguards:

1. The employee will be informed prior to the interview if the employer believes the employee is a subject in an inquiry that may lead to disciplinary action.
2. Prior to any interview where the employer may impose an economic sanction upon the employee as a result of the underlying incident, the employee will be informed of the nature of the investigation and allegations and informed of and afforded the opportunity to consult with a union representative. If after the complainant is interviewed regarding an action or inaction of an employee, and further investigation is deemed necessary, the employee shall be notified, orally or in writing, of the complaint as soon as is practicable. This requirement will not apply where the employee is under investigation for violations which are punishable as felonies or misdemeanors under Washington State law. Also, the employee will not be notified if doing so would jeopardize either the criminal or administrative investigation. The officer may have an Association representative present to witness the interview provided the representative does not participate in the interview. However, the interview may not be unduly delayed awaiting an unavailable Association representative when other Association representatives are available.
3. Interviews shall take place at Department facilities, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere.
4. The employer shall make a reasonable good faith effort to conduct these interviews during the employee's regularly scheduled shift, except in cases involving exigent circumstances.
5. The employee will be required to answer any questions involving non-criminal matters under investigation and will be afforded all rights and privileges to which he or she is entitled under the collective bargaining agreement, departmental rules and regulations. Prior to any questioning, where there is reasonable suspicion to believe the employee may be the focus of an internal investigation, the employee shall be notified in writing and acknowledge receipt of the following:

"You are about to be questioned as part of an internal investigation being conducted by the Kennewick Police Department. You are hereby ordered to answer the questions which are put to you which relate to your conduct

and/or job performance, and to cooperate with this investigation. Your failure to cooperate with this investigation can be the subject of disciplinary action in and of itself, including dismissal. The statements you make or evidence gained as a result of this required cooperation may be used for administrative purposes but will not be used or introduced into evidence in a criminal proceeding."

6. The employee under investigation or the employer shall not be subject to offensive language or threatened with punitive action. The employer shall not require the employee under interrogation to be subjected to visits by the press or news media without their express consent nor shall their home address be given to the press or news media without the employee's consent or lawful order.
7. All interviews shall be limited in scope to activities, circumstances, events, conduct or acts that pertain to the incident that is the subject of the investigation. Nothing in this section shall prohibit the employer from questioning the employee about information that is developed during the course of the interview.
8. If the department tape-records the interview, a copy of the complete interview of the employee, noting all recess periods, shall be furnished, upon request, to the employee. If an interviewed employee is subsequently charged and any part of the recording is transcribed by the employer, the employee shall be given a complimentary copy thereof.
9. Interviews and investigations shall be completed without unreasonable delay. For investigations that exceed thirty (30) days, the employee shall be notified, in writing on a monthly basis, of the status of the investigation.
10. Upon completion, the employee shall be advised of the results of the investigation and any future action to be taken on the incident, within five (5) calendar days of the employee returning to work.

B. When the investigation results in departmental charges being filed.

1. After the investigation is complete, the employee will be furnished with a copy of the investigation which will contain all known material facts of the matter to include any psychological or alcohol/substance abuse evaluation reports resulting from required examinations as part of the investigation unless the employer determines that the release of this information would be detrimental to the employee's mental condition. This would then be available only by lawful order. The employee will also be furnished with the names of all witnesses and complainants who will appear against him or her. This obligation shall continue after charges have been filed against the employee.

C. Criminal Investigations.

1. This article shall not apply to criminal investigations conducted by the department. In such criminal investigations, the following procedures shall be followed prior to the commencement of the interview: (1) The investigator shall notify the employee of the criminal nature of the investigation; (2) The investigator shall notify the employee that a refusal to answer questions asked by the investigator will not be a basis for disciplinary action against the employee. The employee has the right to not participate in the interview, and the right to terminate the interview, without resulting discipline.

D. Polygraph Tests.

1. The employer will comply with state law with respect to the giving of polygraph or voice stress indicator examinations.

Upon request of the employee, he or she may be afforded the opportunity to take a polygraph jointly approved by the department and the officer.

E. Use of Force Situations.

1. Employees involved in the use of force shall be allowed to consult with a union representative prior to being required to give an oral or written statement about the use of force. Such right to consult with a representative or with counsel shall not delay the giving of the statement more than three (3) hours.

F. Personnel Records.

1. Materials concerning discipline shall not be relied upon by the employer in any subsequent disciplinary action involving the employee if the materials are more than thirty-six (36) months old unless a valid separate agreement such as a "last chance" or "return to work" agreement is in effect, or if the disciplinary document states it shall be a permanent part of the employee's file.

G. Brady Bill.

1. A disciplinary action or any other adverse personnel action may not be undertaken by a law enforcement agency against an employee solely because the employee's name has been placed on a list maintained by the prosecuting attorneys' office of recurring witnesses for whom there is known potential impeachment information, or that the officers' name may otherwise be subject to disclosure pursuant to *Brady v. Maryland*, 373 U.S. 83 (1963).

ARTICLE 31 –EDUCATION AND LONGEVITY MATRIX

Section 31.1 Education Matrix. Sergeants and Corporals covered under the terms and conditions of this bargaining agreement are eligible to qualify for education incentives, upon promotion, based on the following matrix:

90 qtr. Credits	5.0%
BA/BS Degree	7.0%

Section 31.2 Longevity Pay. Longevity pay shall be applied to the monthly base salary of eligible employees. Employees who have completed the following years of continuous service as a Kennewick Police Department law enforcement officer shall be paid longevity pay in accordance with the schedule below.

<u>Completion of:</u>	<u>Pay</u>
15 years	One Percent (1%)
20 years	Two Percent (2%)
25 years	Three Percent (3%)
30 years	Four Percent (4%)

DATED AT KENNEWICK, WASHINGTON, this _____ day of _____, 2024.

PRESIDENT, KPMA

MAYOR

SECRETARY, KPMA

CITY MANAGER