



City Council Meeting Schedule May 2019

May 7, 2019
Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

May 14, 2019
Tuesday, 6:30 p.m.

WORKSHOP MEETING

1. Port of Kennewick Partnership (20 minutes)
2. KMC Policy Changes (Beaton - 45 minutes)
3. KMC Title 18 Code Amendment Options (Beaton - 15 minute)
4. Executive Session RCW 42.30.110(b) Real Estate (10 minutes)

May 21, 2019
Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

May 28, 2019
Tuesday, 6:30 p.m.

WORKSHOP MEETING

1. Workplace Safety Update (Lemieux - 15 minutes)
2. Televising Council Meetings Update (Palmer - 10 minutes)
3. Annual Comp Plan Amendment Docket (McCormick - 20 minutes)
4. 2019 AWC Elected Officials Essential Webinar - Public Sector Resource Management (Mosley - 60 minutes)

To assure disabled persons the opportunity to participate in or benefit from City services, please provide twenty-four (24) hour advance notice for additional arrangements to reasonably accommodate special needs.

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

May 2019
Updated 05/09/19



CITY COUNCIL REGULAR MEETING AGENDA

May 21, 2019 at 6:30 p.m.

City Hall Council Chambers | 210 W. 6th Ave

1. CALL TO ORDER

Roll Call/Pledge of Allegiance/Welcome

HONORS & RECOGNITIONS

- Resolution 19-09: Steve Young Recognition
- National Emergency Medical Service Week Proclamation
- National Public Works Week Proclamation
- Resolution 19-08: Basin Bloomers Recognition

2. APPROVAL OF AGENDA

3. 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.

- Minutes of Regular Meeting of May 7, 2019.
- (1) Motion to approve Claims Roster for April 26, 2019.
(2) Motion to approve Claims Rosters for the Toyota Center Operations and Box Office Accounts for March 2019.
- Motion to approve Payroll Roster for April 30, 2019.
- Motion to authorize the City Manager to sign a contract for Phase I - Fire Station No.3 planning and design with TCA Architecture in the amount of \$399,161.00.
- Motion to authorize the City Manager to sign a contract for Phase I - Fire Station No.3 planning and construction Management services with Alliance Management and Construction Services in the amount of \$165,335.00.
- Motion to authorize the Mayor to sign an easement agreement for the Operations & Maintenance Road and Storm Pond constructed as part of the Bob Olson Parkway project.
- Motion to authorize the Mayor (or in his absence Mayor Pro Tem) to sign the final plat of Lauria Meadows contingent upon bonding for incomplete street and landscape work.
- Motion to authorize the City Manager to sign the Interlocal Agreement with Richland, West Richland, Prosser, and the County of Benton for prosecution of municipal cases in Benton County Therapeutic Courts.
- Motion to authorize Mayor to sign a license agreement with Sue Frost for a fence within City owned land, along the southwesterly boundary of W. 43rd Avenue and S. Union Street.

4. VISITORS

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CITY COUNCIL REGULAR MEETING AGENDA
May 21, 2019 at 6:30 p.m.
City Hall Council Chambers | 210 W. 6th Ave

- 5. ORDINANCES/RESOLUTIONS**
- 6. PUBLIC HEARINGS/MEETINGS**
- 7. NEW BUSINESS**
 - a. Southridge Pavilion Naming Rights Agreement
- 8. UNFINISHED BUSINESS**
- 9. COUNCIL COMMENTS/DISCUSSION**
- 10. ADJOURNMENT**

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CITY OF KENNEWICK
RESOLUTION NO. 19-09

A RESOLUTION HONORING COUNCILMAN STEVE YOUNG AND HIS
DISTINGUISHED SERVICE TO THE CITIZENS OF KENNEWICK

WHEREAS, Councilman Steve Young served on the Kennewick City Council with honor and distinction for over 10 years; and

WHEREAS, Councilman Steve Young served as Mayor from 2010 through 2017 and is the second longest serving Mayor in the history of the City of Kennewick; and

WHEREAS, Councilman Steve Young has an exemplary history of commitment to public service, volunteerism, and philanthropic giving; and

WHEREAS, Councilman Steve Young did not limit his efforts to the City of Kennewick, but brought his visionary leadership and passion to promoting and representing the interests of the greater Tri-Cities region; and

WHEREAS, Councilman Steve Young also served on other various Boards and Committees that included: Chairman of the Council Budget and Administration Committee, TRIDEC Executive Board, U.S. Manhattan Project Park Advisory Committee, Tri-Cities Visitor and Convention Bureau, Regional Public Facilities District, Joint City of Kennewick, Port of Kennewick, Coliseum Joint Advisory Committee, Fireman's Pension Board, LEOFF Disability Board, Vice Chairman of the Hanford Communities, Vice Chairman of Energy Communities Alliance. In 2011 Steve was appointed by Governor Christine Gregoire to the State Council on Aging where he served for two years representing the Association of Washington Cities; and

WHEREAS, prior to serving on City Council, Councilman Steve Young served as Chairman of the Planning Commission, where he focused on promoting economic development and controlled long range planning as well as Chairman of the Civil Service Commission where he focused on ensuring the highest level of safety for the City's citizens. Additionally, he served on the Kennewick Public Facilities District as one of seven original Board members and was assigned responsibility for overseeing the design and construction of the Three Rivers Convention Center and construction of the Tri-Cities Business and Visitor Center; and

WHEREAS, Councilman Steve Young's leadership, passion, energy, and vision were a driving force behind the many successful projects and transformational economic development in our City; and

WHEREAS, Councilman Steve Young has left a legacy of tremendous contributions and he truly enriched the lives of those around him; and

WHEREAS, it is fitting that the City Council should pause and remember the exceptional leader, exceptional servant, and exceptional friend that Councilman Steve Young was to our community; NOW, THEREFORE,

BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF KENNEWICK honors Councilman Steve Young for his outstanding and dedicated service to the citizens of Kennewick and we express our deepest condolences to Anita Young and to the Young family; and

BE IT HEREBY FURTHER RESOLVED that the flags at all City of Kennewick municipal facilities be flown at half-staff on Friday, May 24th in remembrance of the life and work of Councilman Steve Young.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 21st day of May, 2019, and signed in authentication of its passage this 21st day of May, 2019.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

RESOLUTION NO. 19-09 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington, this 22nd day of May, 2019.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk



Proclamation



WHEREAS, in 1974, President Gerald Ford authorized EMS Week to celebrate Emergency Medical Service, its practitioners and the important work they do in responding to medical emergencies. This year EMS Week is May 19-25, 2019, the celebration of the commitment and dedication of the EMTs and paramedics who daily serve the needs of thousands of people across the nation, often under harsh and trying circumstances.

WHEREAS, EMS is now firmly established as a key component of the medical care continuum, and the important role of EMS practitioners in saving lives from sudden cardiac arrest and trauma; in getting people to the hospitals best equipped to treat heart attacks and strokes; and in showing caring and compassion to their patients in their most difficult moments.

WHEREAS, it is important that all citizens know and understand the duties of the Fire Department's Emergency Medical Service, whether it's teams in Kennewick transporting heart attack, stroke and trauma patients, or the thousands of EMS providers that respond 24 hours a day, 7 days a week. EMS is there for their communities at their greatest time of need.

WHEREAS, the Kennewick Fire Department brings together local communities and medical personnel to publicize safety and honor the dedication of those who provide the day-to-day lifesaving services of medicine's "front line." **NOW, THEREFORE,**

I, DON BRITAIN, Mayor of the City of Kennewick, Washington, call upon all citizens of Kennewick to observe the week of May 19- 25, 2019 as

NATIONAL EMERGENCY MEDICAL SERVICE WEEK

and recognize EMS and all that its practitioners do for our nation, who by their faithful devotion to their responsibilities have rendered a dedicated service to their communities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Kennewick, Washington, to be hereunto affixed this 14th day of May, 2019.

DON BRITAIN, Mayor

Attest:

TERRI L. WRIGHT, City Clerk





Proclamation

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings, and solid waste collection; and

WHEREAS, the health, safety, and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction is vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform; **NOW, THEREFORE**,

I, DON BRITAIN, Mayor of the City of Kennewick, Washington, do hereby proclaim the week of May 19th through May 25th, 2019, as

NATIONAL PUBLIC WORKS WEEK

in the City of Kennewick, Washington, and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Kennewick to be hereunto affixed this 21st day of May, 2019.

DON BRITAIN, Mayor

Attest:

TERRI L. WRIGHT, City Clerk



CITY OF KENNEWICK
RESOLUTION NO. 19-08

A RESOLUTION RECOGNIZING THE VOLUNTEER SERVICES OF THE
BASIN BLOOMERS GARDEN CLUB

WHEREAS, the Basin Bloomers volunteered to administer the Yard of the Season program established by the Kennewick Parks & Recreation Commission, selecting and awarding 126 total commercial and residential properties during the Spring, Summer and Fall from 1998 through 2018; and

WHEREAS, for two decades Basin Bloomer members searched within the Kennewick city limits for visually appealing commercial and residential properties, judged each nominated property, and captured photos of each honored yard; NOW, THEREFORE,

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON that the City Council recognizes with pride the volunteer service of the Basin Bloomers Garden Club, and on behalf of the entire community, expresses thanks and appreciation for their efforts in promoting beautification within the City of Kennewick.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 21st day of May, 2019, and signed in authentication of its passage this 21st day of May, 2019.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

RESOLUTION NO. 19-08 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington, this 22nd day of May, 2019.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

CITY OF KENNEWICK
CITY COUNCIL
Regular Meeting
May 7, 2019

1. CALL TO ORDER

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

City Council and Staff Present:

Mayor Pro Tem Steve Lee	Greg McCormick	Vince Beasley
Paul Parish	Christina Palmer	Ken Hohenberg
John Trumbo – arrived @ 6:34 p.m.	Lisa Beaton	Evelyn Lusignan
Bill McKay	Cary Roe	John Noble
Chuck Torelli	Terri Wright	Miles Thomas
Mayor Don Britain	Dan Legard	Corey Osborn
Marie Mosley	Emily Estes-Cross	Tony Ostoj

Excused absences: Councilman Steve Young.

Police Chief Ken Hohenberg led the Pledge of Allegiance.

HONORS & RECOGNITIONS

National Police Week Proclamation – Police Chief Ken Hohenberg and several police officers joined Mayor Britain at the podium as he read the proclamation.

Public Service Recognition Week Proclamation – Emily Estes-Cross joined Mayor Britain at the podium as he read the proclamation.

Building Safety Month Proclamation – Building Official Tony Ostoj joined Mayor Britain at the podium as he read the proclamation.

Municipal Clerks Week Proclamation – City Clerk Terri Wright joined Mayor Britain at the podium as he read the proclamation.

Economic Development Week Proclamation – Miles Thomas joined Mayor Britain at the podium as he read the proclamation.

Retiree Recognition – Mayor Britain presented a plaque of appreciation to Sergeant Bryan Weatherbee in honor of his 20-years of service to the City of Kennewick.

Mayor Britain stated there would be a ten-minute break to allow everyone the opportunity to congratulate Sergeant Weatherbee and enjoy some refreshments.

Mayor Britain called the meeting back to order at 7:00 p.m.

2. APPROVAL OF AGENDA

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

3. APPROVAL OF CONSENT AGENDA

- a. Minutes of Regular Meeting of April 16, 2019.
- b. (1) Motion to approve Claims Roster for April 12, 2019.
(2) Motion to approve the Claims Rosters for Toyota Center Operations and Box Office Accounts for February 2019.
(3) Motion to approve the Claims Roster for the Columbia Park Golf Course Account for March 2019.
- c. Motion to approve Payroll Roster for April 15, 2019.
- d. Motion to authorize the City Manager to sign the License Agreement with the Quad-Cities Camp Kiwanis Foundation.

- e. Motion to accept the work of Allstar Construction Group, Inc. for Contract P1719-18, Washington Street/6th Avenue Pedestrian Safety Improvements, in the amount of \$81,332.99.
- f. Motion to accept the work of Big D's Construction of Tri-Cities, Inc. for Contract P1512-17, Wastewater Treatment Plant Upgrades Phase 1, in the amount of \$2,018,646.90.
- g. Motion to the Mayor to sign a license agreement allowing the Kennewick School District to place landscaping, irrigation and fencing in City right-of-way as part of the Kennewick High School reconstruction project.
- h. Motion to authorize the Mayor to sign the Agreement between the State of Washington TIB and City of Kennewick for the Complete Streets Grant.
- i. Motion to authorize the City Manager to sign an agreement for the recreation software replacement.
- j. Resolution 19-07: Setting a public hearing on June 4, 2019 for a right-of-way vacation at 2810 W. 4th Ave and 2900 W. 4th Ave.
- k. Motion to authorize the purchase and installation of the Toyota Center video display boards to King County Directors Association (KCDA) / Daktronics Inc. in the amount of \$822,236.66.

Mr. Parish moved, seconded by Mr. Torelli to approve the Consent Agenda. The motion passed unanimously.

4. VISITORS

The following spoke in support of ATV street legalization:

Derrick Stricker, 3709 W. 48th Ave, Kennewick
 Sloane Marie Stricker, 3709 W. 48th Ave, Kennewick
 John McLeod, 22 W. 23rd Pl, Kennewick
 Brian Skeels, 107305 E. Ridgeview Dr, Kennewick

The following spoke in support of a 2nd amendment sanctuary ordinance:

Radona Devereaux, 934-A S. Huntington St, Kennewick

The following spoke of concerns regarding needle exchange and regulations for the program:

LaWanda Hatch, 1530 Falls Rd, Pasco
 Stuart Woods, 135 Canterbury Rd, Kennewick
 Jean Wright, 2500 George Washington Way #117, Richland
 Lisa Thomas, 331 Westmoreland Dr, Richland
 Randall Grady, 517 W. 21st Ave, Kennewick
 Michael McKinney, 1601 Chamnaview Ln, Richland
 Shari Bailey, 8458 W. Gage Blvd Ste C, Kennewick
 Todd Bailey, 8458 W. Gage Blvd Ste C, Kennewick

Ed Frost, 609 W Albany Ave, Kennewick – Commented on the streetary development
 Sara Garth, 210 S. Yelm St, Kennewick – Thanked the Council

5. ORDINANCE/RESOLUTIONS

- a. Ordinance 5808: Providing for Modifications of the 2019/2020 Biennial Budget. Dan Legard, Finance Director reported.

ORDINANCE NO. 5808

AN ORDINANCE PROVIDING FOR MODIFICATION OF THE 2019/2020 BIENNIAL BUDGET

Mr. Parish moved, seconded by Mr. McKay to adopt Ordinance No. 5808. The motion passed unanimously.

6. PUBLIC HEARINGS/MEETINGS - None

7. NEW BUSINESS

- a. Facilities Renaming - Columbia Park Golf Course and Senior Center. Emily Estes-Cross, Parks, Recreations & Economic Development Director reported.

Mr. Parish moved, seconded by Mr. McKay to approve the Parks and Recreation Commission recommendations to change the name of the Columbia Park Golf Course Clubhouse to the "Columbia River Landing," and the Kennewick Senior Center to the "Keewaydin Community Center." The motion passed unanimously.

8. UNFINISHED BUSINESS - None

9. COUNCIL COMMENTS/DISCUSSION

Council members reported on their respective activities.

10. AJOURNMENT

Meeting was adjourned at 8:32 p.m.

Terri L. Wright, CMC
City Clerk

Council Agenda Coversheet



Agenda Item Number	3.b.(1)	Council Date	05/21/2019
Agenda Item Type	General Business Item		
Subject	Claims Roster		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

Consent Agenda	☒
Ordinance/Reso	☐
Public Mtg / Hrg	☐
Other	☐
Quasi-Judicial	☐

Recommendation

That Council approve the Claims Roster.

Motion for Consideration

I move to approve the Claims Roster dated April 26, 2019, in the amount \$ 1,848,262.16, and comprised of check numbers 146514 through 146724 and wire transfer numbers 300365 and 300366.

Summary

The payments on this Claims Roster are comprised of the following issued 04/13/2019 - 04/26/2019 :

Check numbers 146514 through 146724	\$ 1,728,374.60
Wire transfer number 300365	69,211.94
Wire transfer number 300366	50,675.62

Total	\$ 1,848,262.16

The above total excludes checks written for payment of refunds and collected amounts due to other entities.

Alternatives

None.

Fiscal Impact

\$ 1,848,262.16.

Through

Lynne Brown
May 03, 16:40:29 GMT-0700 2019

Dept Head Approval

Dan Legard
May 13, 09:20:19 GMT-0700 2019

City Mgr Approval

Marie Mosley
May 16, 14:19:27 GMT-0700 2019

Attachments: Claims Roster

☐ Recording
Required?

City of Kennewick
Claims Roster

4/13/2019 - 4/26/2019

Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount \$
001 GENERAL FUND					
010 CITY COUNCIL					
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in RETIREMENT PLAQUE - A LYNCH.	77.65
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in COUNCIL RETIREMENT REFRESHMENTS.	33.68
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in TC HISPANIC CHAMBER LUNCHEON	20.00
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in TC REGIONAL CHAMBER LUNCHEON	40.00
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in B&C INTERVIEW REFRESHMENTS	43.15
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in B&C INTERVIEW REFRESHMENTS	18.57
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in NOTARY TRAINING SEMINAR & APPLICA	157.11
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in B&C INTERVIEW REFRESHMENTS	36.76
Total amount by Department					\$ 426.92
020 CITY MANAGER					
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in MEETING SUPPLIES - DH RETREAT.	14.77
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in MEETING SUPPLIES - DH RETREAT.	32.97
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in MEMBERSHIP RENEWAL - M MOSLEY.	260.00
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in TC REGIONAL CHAMBER LUNCHEON	40.00
Total amount by Department					\$ 347.74
032 SUPPORT SERVICES-FINANCE					
146600	04/26/2019	06376	ESPRIT GRAPHIC COMMUNICATIONS	in OFFICE SUPPLIES	884.00
146608	04/26/2019	04857	FOSTER, PEPPER PLLC	in PROFESSIONAL SERVICES	517.50
146678	04/26/2019	01314	REHN & ASSOCIATES, INC.	in COBRA NOTIFICATION	75.00
T 300365	04/22/2019	00167	WA STATE DEPT OF REVENUE	in EXCISE TAX	29.84
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in TRAVEL AGENT FEE FOR DAN LEGARD - C	35.00
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in RT AIRFARE FOR GFOA LEGARD	404.00
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in CITY HALL SIGNAGE UPDATES	139.88
Total amount by Department					\$ 2,085.22
033 SUPPORT SERVICES-PURCHASING					
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in CREDIT FOR CAEC YAKIMA CLASS CANC	-20.00
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in CREDIT FOR CAEC YAKIMA CLASS CANC	-20.00
Total amount by Department					\$-40.00
034 SUPPORT SERVICES - INFO SYSTEMS					
146574	04/26/2019	08295	CENTURYLINK	in PS/ALI - ALI/SR PER 100 REC	7.18
146607	04/26/2019	07214	FORMTRAN INC	in SOFTWARE SUPPORT	20,677.00
146698	04/26/2019	10109	THORNBURG COMPUTER SERVICES LLC	in DELL LATITUDE	2,386.45
T 300365	04/22/2019	00167	WA STATE DEPT OF REVENUE	in EXCISE TAX	94.72

City of Kennewick

Claims Roster

4/13/2019 - 4/26/2019

Accounting Period

2020

	Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	MONTHLY CREDIT CARD PROCESSING FE	355.45
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	PALO ALTO IGNITE USER CONFERENCE -	1,545.00
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	NETWORK PATCH CABLES FOR IT STOCK	271.23
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	100 PACK OF NAME BADGE HOLDERS	227.59
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	ROLL OF INDUSTRIAL VELCRO TAPE - IT	29.30
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	ACCIS SPRING CONFERENCE BARADA	425.00
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	TELERIK DEVCRAFT ULTIMATE RENEWA	2,148.32
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	REPLACEMENT PHONE HANDSET CORDS	44.95
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	NETWORK PATCH CABLES - JOHN REED	44.52
Total amount by Department							\$ 28,256.71
035 SUPPORT SERVICES-CUSTOMER SERVICE							
	146592	04/26/2019	03530	DATAPROSE INC	in	DATAPROSE MARCH 2019	5,819.63
	146624	04/26/2019	00006	IMPREST PETTY CASH FUND	in	PETTY CASH FUND	30.00
	146644	04/26/2019	00266	MAILFINANCE	in	MAIL MACHINE LEASE	2,867.04
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	OFFICE SUPPLIES.	78.87
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	OFFICE SUPPLIES.	28.77
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	OFFICE SUPPLIES.	63.25
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	CRISIS COMMUNICATION WEBINAR REGI	35.00
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	NOTARY STAMP, SURETY BOND, & LICEN	134.30
Total amount by Department							\$ 9,056.86
041 CITY CLERK							
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	LODGING - WRIGHT - WMCA CONFERENC	636.84
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	WAPRO MEMBERSHIP - PALMER	25.00
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	PNW CLERKS INSTITUTE - WRIGHT	875.00
Total amount by Department							\$ 1,536.84
042 LEGAL SERVICES							
	146606	04/26/2019	07610	FOLTZ JESSICA	in	1ST QTR 19 - MILEAGE	162.11
	146624	04/26/2019	00006	IMPREST PETTY CASH FUND	in	PETTY CASH FUND	18.00
	146658	04/26/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	336.08
	146658	04/26/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	15.08
	146718	04/26/2019	00853	WEST GROUP PAYMENT CENTER	in	LIBRARY PLAN CHARGES	52.40
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	CERTIFIED COPY OF JUDGMENT AND SEN	31.00
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	BUSINESS CARDS FOR LAURENCIO SANG	28.82
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	WSAMA SPRING CONFERENCE REGISTRA	245.00
Total amount by Department							\$ 888.49

City of Kennewick

Claims Roster

4/13/2019 - 4/26/2019

Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount \$
061 CODE ENFORCEMENT					
146565	04/26/2019	09813	B-F JUVENILE JUSTICE CTR	in GRAFFITI ABATEMENT PROGRAM	3,100.83
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in SUPPLIES.	7.66
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in NOTARY TRAINING SEMINAR & APPLICA	135.00
Total amount by Department					\$ 3,243.49
062 LONG RANGE PLANNING					
146697	04/26/2019	00172	THE TRI-CITY HERALD	in LEGAL PUBLICATION	700.00
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in WSAPT 2019 SPRING TRAINING CONFERE	200.00
Total amount by Department					\$ 900.00
063 ECONOMIC & BUSINESS DEVELOPMENT					
146702	04/26/2019	03736	TRIDEC	in K&L GATES SHORELINE	7,200.00
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in ELECTRICAL FOR ICSC BOOTH.	185.75
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in BOOTH FURNISHINGS FOR ICSC.	1,072.00
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in WHEELED DOLLY FOR MATERIAL TRANS	38.00
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in MARKETING MATERIAL EMAIL LIST SERV	103.18
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in IMAGES FOR MARKETING MATERIAL	31.50
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in TC HISPANIC CHAMBER LUNCHEON	40.00
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in MEMBERSHIP FOR RC	30.00
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in NEW BUSINESS THANK YOU POSTCARD	64.26
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in COPIES OF KEYS TO FLAG PLAZA OUTDO	4.89
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in DIGITAL SUMMIT (PORTLAND) TRAINING	475.00
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in ADDRESS LABELS FOR MARKETING	29.43
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in REFUND - R CARMICHAEL TC HISPANIC C	-20.00
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in TC HISPANIC CHAMBER LUNCHEON	20.00
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in R CARMICHAEL TC HISPANIC CHAMBER	20.00
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in HOTEL FOR RC AT NATIONAL MAIN STRE	440.96
Total amount by Department					\$ 9,734.97
071 POLICE DEPT. - ADMINISTRATION					
146637	04/26/2019	02280	LANGUAGE LINE SERVICES, INC	in INTERPRETING SERVICE	22.64
146707	04/26/2019	04764	UNITED PARCEL SERVICE	in SHIPPING	12.67
146707	04/26/2019	04764	UNITED PARCEL SERVICE	in SHIPPING	44.50
T 300365	04/22/2019	00167	WA STATE DEPT OF REVENUE	in EXCISE TAX	32.33
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in CJTC MEETING - CHIEF HOHENBERG	13.00
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in WATPA MEETING - CHIEF HOHENBERG	233.60
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in MEETING WITH CJTC EXECUTIVE DIRECT	13.00
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in REPLACEMENT WALL CLOCKS	39.06

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T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	BASIC CABLE SERVICES	231.34
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	EMERGENCY PHONE UPGRADE	1,117.53
Total amount by Department							\$ 1,759.67
072 POLICE DEPT.- CRIMINAL INVESTIGATION							
	146543	04/26/2019	00730	ADVANCE TRAVEL EXPENSE	in	REIMBURSE ADVANCE TRAVEL	110.00
	146558	04/26/2019	03331	BENTON COUNTY DISTRICT COURT	in	WEAPONS FORFEITURE FILING FEE	83.00
	146559	04/26/2019	03331	BENTON COUNTY DISTRICT COURT	in	WEAPONS FORFEITURE FILING FEE	83.00
	146560	04/26/2019	03331	BENTON COUNTY DISTRICT COURT	in	WEAPONS FORFEITURE FILING FEE	83.00
	146561	04/26/2019	03331	BENTON COUNTY DISTRICT COURT	in	WEAPONS FORFEITURE FILING FEE	83.00
	146713	04/26/2019	10115	WASHINGTON COALITION OF SEXUAL A	in	TRAINING REIMBURSEMNT	379.48
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	FBINAA CONFERENCE - CMDR SCOTT CH	400.00
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	DET. NEBEKER CONFERENCE REGISTRAT	465.00
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	HOMICIDE INVESTIGATORS TRAINING SC	350.00
Total amount by Department							\$ 2,036.48
073 POLICE DEPT. - PATROL							
	146514	04/15/2019	10122	ALABAMA CANINE LAW ENFORCEMENT	in	K-9 IVAN	10,500.00
	146543	04/26/2019	00730	ADVANCE TRAVEL EXPENSE	in	REIMBURSE ADVANCE TRAVEL	618.00
	146624	04/26/2019	00006	IMPREST PETTY CASH FUND	in	PETTY CASH FUND	72.00
	146639	04/26/2019	10117	LES'S A-1 AUTOMOTIVE & REPAIR	in	TOW SERVICE	387.65
	146645	04/26/2019	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
	146645	04/26/2019	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	67.28
	146645	04/26/2019	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
	146645	04/26/2019	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
	146645	04/26/2019	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	162.75
	146695	04/26/2019	09312	SOUND UNIFORM/BRATWEAR SEATTLE S	in	CONCEALABLE VESTS	3,149.40
	146711	04/26/2019	03997	VISTA VETERINARY HOSPITAL INC	in	K-9 MEDICAL - AXEL	114.09
T	300365	04/22/2019	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	4.30
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	SWAT LOCKS	48.81
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	K9 SOFTWARE	50.00
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	TABLE FOR K9 OFFICE	445.64
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	GETAC BATTERIES (4) AND OFFICE DOCK	695.72
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	COLLISION SOFTWARE	29.95
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	HOMCIDE INVESTIGATORS CONFERENCE	350.00
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	OFFICER SMITH-PATROL TACTICS TRAINI	399.00
Total amount by Department							\$ 17,257.34

074 POLICE DEPT. - STAFF SERVICES

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T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	POSTER AD	1.00
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	DUAL MONITOR ARM	211.77
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	HEPA FILTERS	84.64
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	SUIT HANGER AND GARMENT RACK	49.93
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	OFFICE SUPPLIES	15.18
Total amount by Department							\$ 362.52
075 POLICE DEPT. - INTERGOVERNMENTAL							
	146577	04/26/2019	00100	CITY OF RICHLAND	in	QUARTERLY 800 MHZ USAGE FEE	26,491.50
	146577	04/26/2019	00100	CITY OF RICHLAND	in	SECOMM ASSESSMENT	201,947.11
	146683	04/26/2019	10000	ROUND 3 LLC MATTHEW LAWRENCE DU	in	HIDTA DEPUTY DIRECTOR SERVICES	5,980.00
	146687	04/26/2019	10002	SEDAM PENNY	in	HIDTA FISCAL OFFICER SERVICES	3,891.00
	146716	04/26/2019	10001	WEINER JONATHAN M	in	HIDTA DIRECTOR SERVICES	6,990.00
Total amount by Department							\$ 245,299.61
076 POLICE DEPT - PROFESSIONAL STANDARDS							
T	300365	04/22/2019	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	135.00
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	DEPARTMENT HEAD RETREAT SUPPLIES	19.44
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	RECRUITING ADVERTISING	1.71
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	RECRUITING ADVERTISING	200.00
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	BLOODY UNIFORM CLEANING	43.44
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	OPERATING TRAINING SUPPLIES	73.90
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	CLASS A SHOES.	607.94
Total amount by Department							\$ 1,081.43
081 FIRE DEPT. - ADMINISTRATION							
	146575	04/26/2019	07496	CHAPLAIN SERVICES NETWORK	in	2019 CHAPLAINCY SERVICES	1,100.00
	146617	04/26/2019	04759	GRIGG ENTERPRISES INC DBA ACE HARI	in	BATTERY	2.72
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	ANNUAL DUES - WA ASSOC. OF FIRE CHIE	687.50
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	STATION OPERATING SUPPLIES: CASCAD	67.13
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	ZINC FEMALE HOSE MENDER/CONNECTC	5.41
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	STATION OPERATING SUPPLIES: FINISH D	66.98
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	NEW HIRE OATH/VALUES FRAMES	697.53
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	STATION OPERATING SUPPLIES: BRIGHTC	42.93
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	MONTHLY RX DISPOSAL SERVICE CONTR	16.15
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	STATION OPERATING SUPPLIES: CLOROX	45.07
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	STATION OPERATING SUPPLIES: EARTHSH	122.93
Total amount by Department							\$ 2,854.35

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082 FIRE DEPT. - SUPPRESSION						
146577	04/26/2019	00100	CITY OF RICHLAND	in	SECOMM ASSESSMENT	4,197.08
146594	04/26/2019	09827	DAY WIRELESS SYSTEMS	in	ANTENNA & LIGHTS	1,098.07
146596	04/26/2019	08747	DOI/BLM	in	RECRUIT ACADEMY	260.76
146612	04/26/2019	05823	GALLS, LLC	in	UNIFORMS - NEW HIRES	31.88
146612	04/26/2019	05823	GALLS, LLC	in	UNIFORMS - NEW HIRES	333.06
146612	04/26/2019	05823	GALLS, LLC	in	UNIFORM ALLOWANCE	118.55
146612	04/26/2019	05823	GALLS, LLC	in	UNIFORM ALLOWANCE	448.24
146612	04/26/2019	05823	GALLS, LLC	in	UNIFORMS - NEW HIRES	26.24
146612	04/26/2019	05823	GALLS, LLC	in	UNIFORM ALLOWANCE	149.41
146612	04/26/2019	05823	GALLS, LLC	in	UNIFORM SAMPLES	33.37
146636	04/26/2019	04244	L N CURTIS & SONS	in	FIRE TURNOUTS	1,957.37
146652	04/26/2019	08875	NAPA PASCO AUTO PARTS	in	MACS CHAIN CABLE	10.93
146656	04/26/2019	09444	NW APPAREL INDUSTRY LLC	in	WINTER COATS & LINERS	605.42
146663	04/26/2019	00917	OXARC, INC.	in	BRACKETS	130.78
146686	04/26/2019	07872	SEA WESTERN INC	in	PARTS & LABOR - COMPRESSOR	2,907.42
T 300365	04/22/2019	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	379.77
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	FIRE TRAINING ACADEMY - BULLETPROO	18.86
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	TRAINING ACADEMY SUPPLIES: IFSTA TE	161.50
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	E1816-E1817: ITAC BOARDS; DIV. SUPERVI	186.69
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	3M CHROME & METAL POLISH (QTY. 5)	57.00
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	COSTS FOR LABOR & REPAIR OF 10 PORT	700.80
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	CHEMICAL GUYS EXTREME BODY WASH	527.07
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	E1816-E1817: PLUG N' DIKE GRANULAR (1	129.41
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	PAINT MARKERS	80.82
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	WILDLAND URBAN INTERFACE MITIGATI	17.35
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	ISFSI REGISTRATION/MEMBERSHIP FEES	95.00
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	E1816-E1817: FOLDING TORX SET & PVC P	14.30
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	PVC CEMENT	5.86
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	RUBBERMAID PROPLUS LONG-HANDLEE	34.56
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	MONTHLY SUBSCRIPTION FEE FOR ANYM	24.00
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	MONTHLY TRAINING LIBRARY SUBSCRIF	6.00
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	VIKING CAR CARE MICROFIBER APPLICA	19.25
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	MONTANA ORIGINAL BOARS HAIR CAR V	228.04
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	KIRKLAND SIGNATURE MICROFIBER TOV	195.37
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	OSB FOR LIVE FIRE TRAINING	1,249.33
Total amount by Department						\$ 16,439.56

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083 FIRE PREVENTION & INVESTIGATION					
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in 2 49" 4K MONITORS FOR FIRE - BRIAN ELI	542.98
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in BLUEBEAM SOFTWARE FOR BRIAN ELLIS	973.06
Total amount by Department					\$ 1,516.04
090 ENGINEERING					
146542	04/26/2019	01526	ABADAN	in OVERPAYMENT CREDIT INV# AR49044	-103.17
146581	04/26/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in ICE DELIVERY	33.75
146701	04/26/2019	06270	TRI-CITY SIGN & BARRICADE CONSTRU	in MARKING PAINT	111.29
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in REMAINDER OF BALANCE FOR HOTEL FC	353.70
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in VACUUM CLEANER FOR ENGINEERING M	172.67
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in (2) DELL 24" MONITORS ROUNTREE	396.39
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in DELL THUNDERBOLT DOCKING STATION	267.21
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in HOTEL FOR CONFERENCE IN REDMOND,	424.86
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in DELL LATITUDE 5591 ROUNTREE	1,857.03
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in BUSINESS CARDS FOR JOSEPH STEINBOC	49.70
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in CREDIT FOR LINKEDIN-370 TRAINING ME	-515.89
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in LINKEDIN-370 TRAINING MEMBERSHIP (F	575.88
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in PHONE CASE FOR CARY ROE PER JUNE C	17.14
Total amount by Department					\$ 3,640.56
101 CORPORATE & COMMUNITY SERVICES					
146569	04/26/2019	05827	CALIPER MANAGEMENT INC	in PROFESSIONAL SERVICES	310.00
146597	04/26/2019	06103	EBIX INC	in PROFESSIONAL SERVICES	1,616.10
146613	04/26/2019	05609	GARDNER JENNIFER	in WELLNESS PROGRAM	150.00
146642	04/26/2019	09277	LOURDES OCCUPATIONAL HEALTH	in PROFESSIONAL SERVICES	90.00
146642	04/26/2019	09277	LOURDES OCCUPATIONAL HEALTH	in PROFESSIONAL SERVICES	180.00
146653	04/26/2019	01030	NAVIA BENEFIT SOLUTIONS CLIENT PAY	in FLEX PLAN SERVICES	435.75
T 300365	04/22/2019	00167	WA STATE DEPT OF REVENUE	in EXCISE TAX	68.80
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in WELLNESS GIFT CARD FOR PUNCH CARE	100.00
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in ATTEND AWC EBAC HEALTHCARE TRUST	251.60
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in IPMA-HR ESSENTIALS COURSE BOOK WE	116.10
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in HR OFFICE SUPPLIES	173.57
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in IPMA-HR ESSENTIALS COURSE WHITTON	999.00
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in SHRM COLUMBIA BASIN LUNCHEON ON	25.00
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in SHRM COLUMBIA BASIN LUNCHEON ON	25.00
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in CHANGE FEE TO LEAVE LATER - GOVT. TO	125.00
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in AWC HEALTHCARE TRUST BOARD OF TR	156.59

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Total amount by Department					\$ 4,822.51
113 PARKS DEPT.-RECREATION SERVICES					
146557	04/26/2019	00384	BENNETT RENTALS	in COFFEE POT RENTAL	1.72
146568	04/26/2019	00080	BRUTZMAN'S INC	in OFFICE CHAIR	578.73
146602	04/26/2019	10124	EXTRA MILE SPORTS LLC	in DISC GOLF BASKETS	3,158.55
146618	04/26/2019	10009	GROWING FORWARD SERVICES PAUL D C	in PT STAFF - TRAINING	1,200.00
146708	04/26/2019	03564	US LINEN AND UNIFORM	in LINENS - EVENT	320.64
146708	04/26/2019	03564	US LINEN AND UNIFORM	in LINENS - EVENT	22.81
T 300365	04/22/2019	00167	WA STATE DEPT OF REVENUE	in EXCISE TAX	5.18
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in P & R RETREAT LUNCH FOR 14	161.83
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in STAFF RETREAT REFRESHMENTS FOR TH	60.29
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in UNDER MOUNT KEYBOARD TRAYS FOR I	506.06
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in AFO COURSE REGISTRATION FEE.	300.00
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in FACEBOOK ADVERTISING	275.15
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in FLYER TEMPLATE FOR ST. PAT'S BINGO B.	2.99
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in FRONT DESK NAME BADGES	56.04
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in 2019 WRPA CONFERENCE BONNELL	309.00
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in CLEANING SPRAY	9.64
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in BATTERY RECHARGER	15.55
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in FOOD HANDLER PERMIT FOR JULIA BONI	10.00
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in CUBBY COAT LOCKERS FOR WIGGLES &	1,232.13
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in SALES TAX FOR WIGGLES & GIGGLES CO	105.96
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in FUJITSU FI-7160 DOCUMENT SCANNER - I	955.65
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in CLEANING SUPPLIES, OFFICE SUPPLIES F	197.07
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in COIN WRAPPER, .25? COINS	24.53
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in PANDORA FOR SOUTHRIDGE PAVILION	29.27
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in TRI CITIES HISPANIC CHAMBER OF COMM	20.00
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in LIFEGUARD TRAINING REFUND FOR DUP	-975.00
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in LIGHTS FOR EXPO BOOTH	238.90
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in DRY CLEANING UNIFORMS	37.98
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in POST IT NOTES	29.63
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in BUSINESS CARD HOLDER -2	0.76
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in DRY ERASE MARKERS, STARTER KIT, CAI	42.16
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in CONSTRUCTION PAPER FOR OFFICE PROJ	14.42
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in PENS, MARKERS, CLIP BOARDS, HIGHLIG	188.57
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in 3 - 3 RING 3" BINDERS	34.83
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in BUSINESS CARDS FOR HALEY TARICANI	28.82

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T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	TABLE CANDIES AS EVENT DECOR	35.59
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	DECORATIONS FOR ST. PAT'S BINGO EVEN	14.03
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	BOARDS/COMMISSIONS BANQUET	219.31
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	CHEESECAKE FOR ST PAT'S EVENT DESSI	27.98
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	DESKTOP REFERENCE ORGANIZER	97.62
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	PIES FOR ST. PAT'S EVENT DESSERT	300.67
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	DRY CLEANING - UNIFORMS	6.41
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	SILENT AUCTION BID SLIPS -2PART (100)	28.85
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	DRY CLEANING - SHIRTS	28.75
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	BUSINESS CARDS FOR JULIA BONNELL	28.82
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	PLAYGROUND OF DREAMS POSTCARDS	154.76
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	LARGE LETTERS FOR POD FUNDRAISING	204.95
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	EASTER MATERIALS FOR PRESCHOOL PR	68.38
Total amount by Department							\$ 10,415.98
114 PARKS DEPT.-FACILITIES MAINT.							
	146546	04/26/2019	05911	AMERICAN BUILDING MAINTENANCE	in	JANITORIAL - SOUTHRIDGE	1,043.00
	146549	04/26/2019	03088	APOLLO MECHANICAL CONTRACTORS A	in	HVAC	80.36
	146549	04/26/2019	03088	APOLLO MECHANICAL CONTRACTORS A	in	APR 2019 HVAC MAINT.	3,049.47
	146556	04/26/2019	01245	BEACON ATHLETICS	in	OPERATION SUPPLIES	1,343.00
	146562	04/26/2019	00094	BENTON COUNTY TREASURER	in	2019 BENTON COUNTY ASSESSMENTS + C	25,204.96
	146563	04/26/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	93.68
	146563	04/26/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	126.24
	146563	04/26/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	18.45
	146563	04/26/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	3,394.51
	146563	04/26/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	240.01
	146563	04/26/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	98.58
	146571	04/26/2019	00083	CASCADE NATURAL GAS	in	GAS SERVICE	5,971.38
	146581	04/26/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE - FROST BUILDING	45.00
	146603	04/26/2019	00166	FARMERS EXCHANGE	in	LANDSCAPING SUPPLIES	94.46
	146603	04/26/2019	00166	FARMERS EXCHANGE	in	LANDSCAPING SUPPLIES	73.82
	146603	04/26/2019	00166	FARMERS EXCHANGE	in	LANDSCAPING SUPPLIES	54.28
	146603	04/26/2019	00166	FARMERS EXCHANGE	in	EDGER BLADES	257.82
	146611	04/26/2019	09431	G & R AG PRODUCTS INC	in	SPRAYER REPAIR	55.98
	146615	04/26/2019	01775	GRAINGER	in	SAFETY GLASSES	7.67
	146630	04/26/2019	03363	JIM'S PACIFIC GARAGES INC	in	SMALL TOOLS	234.36
	146633	04/26/2019	06917	KELLER SUPPLY COMPANY	in	PLUMBING REPAIR	59.71
	146634	04/26/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	IRRIGATION PARTS	18.67

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146634	04/26/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	IRRIGATION PARTS	27.36
146634	04/26/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	IRRIGATION PARTS	103.43
146634	04/26/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	MAINT. SUPPLIES	17.35
146634	04/26/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	PUMP REPAIR	44.97
146634	04/26/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	PARTS - PLUMBING REPAIR	348.71
146634	04/26/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	IRRIGATION PARTS	5.89
146635	04/26/2019	00377	KENNEWICK IRRIGATION DISTRICT	in	2019 KID IRRIGATION ASSESSMENTS	30,631.55
146643	04/26/2019	03154	M & M BOLT COMPANY, LLC	in	PARTS & SUPPLIES	11.15
146647	04/26/2019	05112	MOON SECURITY SERVICES, INC	in	CITY HALL FIRE ALARM	1,235.35
146647	04/26/2019	05112	MOON SECURITY SERVICES, INC	in	KPD FIRE ALARM TESTING	745.04
146647	04/26/2019	05112	MOON SECURITY SERVICES, INC	in	SOUTHRIDGE FIRE ALARM TEST	85.88
146647	04/26/2019	05112	MOON SECURITY SERVICES, INC	in	KFD STATION #5	185.97
146649	04/26/2019	06624	MOUNT'S LOCK, KEY & ENGRAVING INC	in	CABINET KEYS	22.81
146661	04/26/2019	05262	OVERHEAD DOOR COMPANY OF TRI-CIT	in	DOOR REPAIR	206.88
146663	04/26/2019	00917	OXARC, INC.	in	ANNUAL INSPECTION	153.56
146664	04/26/2019	01174	P B S ENGINEERING & ENVIRONMENTAL	in	CP SHORELINE	3,388.75
146665	04/26/2019	00276	PACIFIC STEEL & RECYCLING	in	MILE MARKERS	94.92
146668	04/26/2019	01040	PARAMOUNT SUPPLY COMPANY	in	PUMP REPAIR	42.77
146669	04/26/2019	00300	PASCO MACHINE CO INC	in	PUMP REPAIR	93.67
146675	04/26/2019	00957	RANCH & HOME INC	in	CABLE TIES	19.53
146675	04/26/2019	00957	RANCH & HOME INC	in	SUPPLIES - DUG OUT COVERS	130.32
146675	04/26/2019	00957	RANCH & HOME INC	in	TOOL BOX	38.00
146675	04/26/2019	00957	RANCH & HOME INC	in	SMALL TOOLS	71.64
146675	04/26/2019	00957	RANCH & HOME INC	in	SHOP TOOLS	79.79
146689	04/26/2019	00817	SENSKE LAWN & TREE CARE INC	in	STUMP GRINDING	790.07
146689	04/26/2019	00817	SENSKE LAWN & TREE CARE INC	in	STUMP GRINDING	790.07
146689	04/26/2019	00817	SENSKE LAWN & TREE CARE INC	in	TREE REMOVAL	920.39
146691	04/26/2019	07555	SHERWIN-WILLIAMS COMPANY	in	SPORTS LINE PAINT	280.72
146691	04/26/2019	07555	SHERWIN-WILLIAMS COMPANY	in	PAINT SUPPLIES	100.26
146691	04/26/2019	07555	SHERWIN-WILLIAMS COMPANY	in	VENT PAINT	11.49
146692	04/26/2019	00724	SHOWCASE SPECIALTIES, INC.	in	UNIFORM ALLOWANCE	2,443.50
146696	04/26/2019	04379	TACOMA SCREW PRODUCTS INC ACCTS	in	PARTS & SUPPLIES	42.52
146696	04/26/2019	04379	TACOMA SCREW PRODUCTS INC ACCTS	in	SHOP STOCK	50.16
146714	04/26/2019	01035	WASHINGTON HARDWARE AND FURNITI	in	MAINT. SUPPLIES	17.34
146714	04/26/2019	01035	WASHINGTON HARDWARE AND FURNITI	in	VENT PAINT	21.68
146714	04/26/2019	01035	WASHINGTON HARDWARE AND FURNITI	in	WALL REPAIR	82.35
146714	04/26/2019	01035	WASHINGTON HARDWARE AND FURNITI	in	SUPPLIES - SPRAYER	10.85

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	146722	04/26/2019	04505	WMS AQUATICS WM SMITH ASSOCIATES	in	DIVING BOARD	5,121.84
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	WINCH AND PLOW INSTALL	2,481.97
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	WIRELESS MOUSE FOR RAWLINSON	21.71
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	LSAW 2019 CONFERENCE - DONALD WIEF	420.06
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	FAA DRONE REGISTRATION	5.00
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	CITY HALL SIGNAGE UPDATES	792.66
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	PUMP STATION REPAIR PARTS.	60.66
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	PUMP HOUSE PIPING REPAIR.	146.90
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	CEILING TILE REPLACEMENTS	51.50
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	OFFICE SUPPLIES	37.71
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	DIFFERENCE BETWEEN TICKETS AFTER C	45.00
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	WIEBER PROFESSIONAL LICENSE RENEW	116.00
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	LAND SURVEYOR'S ASSOCIATION OF WA	230.00
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	2019 WRPA REGISTRATION - DONALD WIE	309.00
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	HOTEL WIEBER 2019 WRPA CONFERENCE	368.32
Total amount by Department							\$ 95,120.43
120 NON-DEPARTMENTAL							
	146539	04/24/2019	03447	TRI-CITIAN OF THE YEAR	in	TRI CITIAN OF THE YEAR BANQUET	540.00
	146549	04/26/2019	03088	APOLLO MECHANICAL CONTRACTORS A	in	APR 2019 HVAC MAINT.	247.61
	146571	04/26/2019	00083	CASCADE NATURAL GAS	in	GAS SERVICE	680.57
	146577	04/26/2019	00100	CITY OF RICHLAND	in	HANFORD COMM ASSESS	5,335.75
	146589	04/26/2019	07711	CULLIGAN WATER CONDITIONING	in	WATER DELIVERY	399.64
	146589	04/26/2019	07711	CULLIGAN WATER CONDITIONING	in	WATER DELIVERY	40.18
	146589	04/26/2019	07711	CULLIGAN WATER CONDITIONING	in	WATER DELIVERY	34.75
	146635	04/26/2019	00377	KENNEWICK IRRIGATION DISTRICT	in	2019 KID IRRIGATION ASSESSMENTS	259.31
	146647	04/26/2019	05112	MOON SECURITY SERVICES, INC	in	LIBRARY FIRE ALARM	1.80
	146672	04/26/2019	00329	PLATT ELECTRIC SUPPLY COMPANY REX	in	LIGHT REPAIR	74.98
	146699	04/26/2019	02817	THREE RIVERS CONVENTION CTR	in	B&C BANQUET	6,145.88
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	CITIZENS ACADEMY BOOST POST	50.00
Total amount by Department							\$ 13,810.47
360 MISCELLANEOUS REVENUE							
T	300365	04/22/2019	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	192.45
Total amount by Department							\$ 192.45
Total amount by Fund							\$ 473,046.64

101 STREET FUND

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010 STREETS						
146551	04/26/2019	02181	ARROW CONSTRUCTION SUPPLY INC	in	CRACK SEALING SUPPLIES	33,720.30
146572	04/26/2019	05050	CENTRAL HOSE & FITTINGS INC	in	OPERATING SUPPLIES	42.35
146675	04/26/2019	00957	RANCH & HOME INC	in	AIR HOSE	98.78
146675	04/26/2019	00957	RANCH & HOME INC	in	PARTS & SUPPLIES	28.19
146675	04/26/2019	00957	RANCH & HOME INC	in	PROPANE	21.41
146676	04/26/2019	03569	RAY POLAND AND SONS INC	in	BRIDGE REPAIR	8,064.98
146692	04/26/2019	00724	SHOWCASE SPECIALTIES, INC.	in	UNIFORM ALLOWANCE	923.10
146700	04/26/2019	06529	TOTEM PACIFIC CORPORATION	in	ROAD SALT	3,041.92
146700	04/26/2019	06529	TOTEM PACIFIC CORPORATION	in	ROAD SALT	3,006.47
146700	04/26/2019	06529	TOTEM PACIFIC CORPORATION	in	ROAD SALT	2,740.60
146700	04/26/2019	06529	TOTEM PACIFIC CORPORATION	in	ROAD SALT	3,029.26
146700	04/26/2019	06529	TOTEM PACIFIC CORPORATION	in	ROAD SALT	2,819.09
146700	04/26/2019	06529	TOTEM PACIFIC CORPORATION	in	ROAD SALT	2,673.07
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	(2) USB TO SERIAL PORT CABLE CONVER'	11.94
Total amount by Department						\$ 60,221.46
020 TRAFFIC						
146550	04/26/2019	08812	ARNETT INDUSTRIES LLC	in	TRAFFIC LOCKS	658.76
146553	04/26/2019	09445	AVERY DENNISON CORPORATION	in	LINTFREE SWABS	52.50
146553	04/26/2019	09445	AVERY DENNISON CORPORATION	in	TRAFFIC SIGN MATERIALS	1,257.20
146563	04/26/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	165.78
146563	04/26/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	44.89
146563	04/26/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	354.73
146563	04/26/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	92.79
146563	04/26/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	672.92
146563	04/26/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	1,433.52
146563	04/26/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	67.72
146563	04/26/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	60.37
146581	04/26/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE DELIVERY	56.25
146632	04/26/2019	00417	KAR-GOR INC	in	TRAFFIC SUPPLIES	336.94
146658	04/26/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	31.77
146684	04/26/2019	09321	RTC MANUFACTURING INC	in	TRAFFIC PANELS	330.00
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	JUNCTION BOX LIDS	257.74
Total amount by Department						\$ 5,873.88
Total amount by Fund						\$ 66,095.34

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103 URBAN ARTERIAL STREET FUND						
010 URBAN ARTERIAL DEPARTMENT						
146515	04/17/2019	00034	BENTON COUNTY AUDITOR	in	RECORDING FEES	1,021.00
146593	04/26/2019	00867	DAVID EVANS & ASSOCIATES, INC.	in	PROFESSIONAL SERVICES	115,349.93
146650	04/26/2019	03962	MUNICIPAL SVCS PETTY CASH	in	PETTY CASH REIMBURSEMENT	103.30
146712	04/26/2019	07477	WA STATE DEPT TRANSPORTATION	in	GCB AGREEMENT - P1402	308.55
Total amount by Department						\$ 116,782.78
Total amount by Fund						\$ 116,782.78
107 COMMUNITY DEVELOPMENT FUND						
030 CURRENT PROGRAM YEAR						
146625	04/26/2019	05158	INSIDE TRADER LLC CARTRIDGE WORLI	in	PRINTER CARTRIDGE	79.27
146697	04/26/2019	00172	THE TRI-CITY HERALD	in	CAPER DISPLAY AD	350.00
T 300365	04/22/2019	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	6.95
Total amount by Department						\$ 436.22
060 WELCH'S EXPANSION						
146610	04/26/2019	09684	FUSE SPC	in	FUSE PROJECT	2,500.00
Total amount by Department						\$ 2,500.00
Total amount by Fund						\$ 2,936.22
111 ASSET FORFEITURE FUND						
T 300365	04/22/2019	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	121.60
Total amount by Department						\$ 121.60
010 ASSET FORFEITURE FUND						
146641	04/26/2019	03914	LITTRELL, CHRISTOPHER	in	CAT REIMB	50.00
146641	04/26/2019	03914	LITTRELL, CHRISTOPHER	in	CAT REIMB	100.00
146648	04/26/2019	01136	MOOS BJ	in	FBI TASK FORCE	47.00
Total amount by Department						\$ 197.00
Total amount by Fund						\$ 318.60
117 CRIMINAL JUSTICE SALES TAX FUND						
010 CRIMINAL JUSTICE SALES TAX FUND						
146658	04/26/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	288.46
146670	04/26/2019	09495	PEARSON SIERRA	in	TUITION REIMBURSEMENT	703.50

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	T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in WAPRO SPRING TRAINING - SALDUA	175.00
	T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in REDUNDANT INTERNET CONNECTION - C	1,160.00
						Total amount by Department	\$ 2,326.96
						Total amount by Fund	\$ 2,326.96
300 CAPITAL IMPROVEMENTS FUND							
020 LAND AND FACILITIES							
	146580	04/26/2019	10142	COLLIERS INTERNATIONAL HOLDING	in	APPRAISAL	3,000.00
						Total amount by Department	\$ 3,000.00
900 CAPITAL PURCHASES							
	146651	04/26/2019	09289	MUNICODE MUNICIPAL CODE CORP	in	WEB HOSTING	123.80
	146667	04/26/2019	03458	PARAMOUNT COMMUNICATIONS INC	in	RETAINAGE RELEASE	1,844.10
	146667	04/26/2019	03458	PARAMOUNT COMMUNICATIONS INC	in	COUNCIL CHAMBERS WIRING	4,867.45
						Total amount by Department	\$ 6,835.35
						Total amount by Fund	\$ 9,835.35
401 WATER AND SEWER FUND							
	146619	04/26/2019	00865	H D FOWLER COMPANY INC	in	INVENTORY	2,439.59
	146619	04/26/2019	00865	H D FOWLER COMPANY INC	in	INVENTORY	12.13
	146619	04/26/2019	00865	H D FOWLER COMPANY INC	in	INVENTORY	640.30
	146619	04/26/2019	00865	H D FOWLER COMPANY INC	in	INVENTORY	2,063.29
						Total amount by Department	\$ 5,155.31
010 WATER/SEWER OPERATIONS							
	146544	04/26/2019	04327	ADVANCED ANALYTICAL SOLUTIONS LI	in	LAB SUPPLIES	224.00
	146548	04/26/2019	07400	ANALYTICAL SERVICES INC	in	LAB SERVICES	215.00
	146548	04/26/2019	07400	ANALYTICAL SERVICES INC	in	LAB SERVICES	215.00
	146549	04/26/2019	03088	APOLLO MECHANICAL CONTRACTORS A	in	HVAC	80.36
	146549	04/26/2019	03088	APOLLO MECHANICAL CONTRACTORS A	in	APR 2019 HVAC MAINT.	700.49
	146552	04/26/2019	00037	ART CARPENTER HARDWARE	in	PARTS & SUPPLIES	23.01
	146554	04/26/2019	04052	BATTERIES PLUS	in	BATTERIES - LIFT STATION	63.97
	146554	04/26/2019	04052	BATTERIES PLUS	in	BATTERIES	91.06
	146562	04/26/2019	00094	BENTON COUNTY TREASURER	in	2019 BENTON COUNTY ASSESSMENTS + C	6,887.63
	146563	04/26/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	71.14
	146563	04/26/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	426.65

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146563	04/26/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	39.86
146566	04/26/2019	06149	BIG D'S CONSTRUCTION OF TRI-CITIES II	in	HYDRANT REPLACEMENT	3,898.74
146571	04/26/2019	00083	CASCADE NATURAL GAS	in	GAS SERVICE	1,246.71
146581	04/26/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE DELIVERY	90.00
146583	04/26/2019	06375	COMPUNET INC	in	CONTRACT SERVICES SCADA	317.11
146585	04/26/2019	04226	CONCRETE SPECIAL TIES	in	REPAIR SUPPLIES	37.74
146591	04/26/2019	08116	D&D TELECOMMUNICATIONS PROPERTI	in	INSPIRATION POINT	752.24
146604	04/26/2019	08774	FASTENAL COMPANY	in	PARTS & SUPPLIES	221.64
146605	04/26/2019	00086	FERGUSON ENTERPRISES INC	in	FIRE HYDRANT METER	1,487.79
146620	04/26/2019	06569	HDR INC	in	CONSULTING SERVICES	2,149.74
146627	04/26/2019	06486	ITRON, INC.	in	ITRON ANNUAL MAINT	5,942.39
146629	04/26/2019	04624	JCI JONES CHEMICALS INC	in	SODIUM HYPOCHLORITE	5,431.68
146634	04/26/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	IRRIGATION PARTS	136.66
146634	04/26/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	PARTS & SUPPLIES	173.97
146634	04/26/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	PARTS & SUPPLIES	392.11
146635	04/26/2019	00377	KENNEWICK IRRIGATION DISTRICT	in	2019 KID IRRIGATION ASSESSMENTS	2,484.60
146647	04/26/2019	05112	MOON SECURITY SERVICES, INC	in	WTP FIRE ALARM TESTING	159.65
146654	04/26/2019	05532	NORCO, INC.	in	SAFETY SUPPLIES	191.14
146654	04/26/2019	05532	NORCO, INC.	in	CREDIT	-38.26
146655	04/26/2019	01677	NORTHSTAR CLEAN CONCEPTS HOTSY C	in	PARTS & SUPPLIES	15.15
146658	04/26/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	136.63
146663	04/26/2019	00917	OXARC, INC.	in	UTILITY SUPPLIES	167.24
146663	04/26/2019	00917	OXARC, INC.	in	TANK RENTAL	62.81
146667	04/26/2019	03458	PARAMOUNT COMMUNICATIONS INC	in	WTP SERVER EXTENSIONS	1,543.21
146671	04/26/2019	07671	PETERSON STRUCTURAL ENGINEERS	in	CONSULTANT SERVICES	4,174.12
146675	04/26/2019	00957	RANCH & HOME INC	in	TV VAN SUPPLIES	44.02
146681	04/26/2019	06065	RH2 ENGINEERING INC	in	CONSULTANT SERVICES	554.03
146681	04/26/2019	06065	RH2 ENGINEERING INC	in	CONSULTING SERVICES	4,010.06
146694	04/26/2019	10121	SMITH JEREMY	in	UNIFORM ALLOWANCE	149.98
146705	04/26/2019	00017	TWIN CITY METALS INC	in	HYDRANT REPAIRS	684.18
146705	04/26/2019	00017	TWIN CITY METALS INC	in	UTILITY SUPPLIES	48.87
146705	04/26/2019	00017	TWIN CITY METALS INC	in	SUPPLIES	17.38
146706	04/26/2019	03883	U R M CASH & CARRY	in	FIELD SUPPLIES	24.61
146707	04/26/2019	04764	UNITED PARCEL SERVICE	in	SHIPPING	98.33
146707	04/26/2019	04764	UNITED PARCEL SERVICE	in	SHIPPING	24.11
146709	04/26/2019	00030	VERIZON NORTHWEST	in	AIR CARD FOR CAMERA PROJECT	50.04
146719	04/26/2019	05380	WESTERN SYSTEMS FABRICATION INC	in	CAMERA REPAIR	1,113.15

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146720	04/26/2019	01755	WILBUR-ELLIS COMPANY	in	WEED CONTROL	1,811.51
146720	04/26/2019	01755	WILBUR-ELLIS COMPANY	in	WEED CONTROL	1,422.79
146720	04/26/2019	01755	WILBUR-ELLIS COMPANY	in	SPRAY CHEMICAL	269.25
T 300365	04/22/2019	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	55,576.37
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	CREDIT FOR WATER WORKS BASIC CLAS	-450.00
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	CREDIT FOR STUDY MATERIALS FOR WA	-176.98
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	CREDIT FOR STUDY MATERIALS FOR WA	-62.98
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	LIGHT FIXTURES FOR WWTP	347.26
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	PALLET FORKS FOR LOADER	1,031.70
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	FEE FOR WATERWORKS OPERATOR CERT	1.74
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	FEE FOR WATERWORKS OPERATOR CERT	87.00
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	METER INSULATION	63.41
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	WCADA SWITCH FOR NEW ACT SPECIALI	18.33
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	SURGE PROTECTOR & EXTENSION CORD	65.03
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	LIGHTING FOR WTP	86.81
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	DUAL MONITOR STAND BEPPLE	76.61
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	LOGITECH MK270 WIRELESS KEYBOARD	22.79
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	OFFICE SUPPLIES	37.71
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	OFFICE WALL SIGN	23.59
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	BLUEBEAN REVU: STANDARD END USER	379.01
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	RECHARGEABLE LIGHTS FOR WORKING	195.35
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	ADOBE ACROBAT PRO 2017 - ALLEN BOLI	398.54
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	55" MONITOR - CHARLIE ARNTZ	380.09
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	PUSH BUTTON PENDANT FOR LAGOON C	374.45
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	TOOLS	165.89
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	NEW 4 INCH LEVEL FOR TRUCK #5705	32.55
Total amount by Department						\$ 109,209.56
030 SEWER AREA CHARGE						
146631	04/26/2019	04713	J-U-B ENGINEERS INC	in	ENGINEERING SERVICES	1,593.61
Total amount by Department						\$ 1,593.61
Total amount by Fund						\$ 115,958.48
402 MEDICAL SERVICES FUND						
010 MEDICAL SERVICES						
146567	04/26/2019	03495	BOUND TREE MEDICAL LLC	in	MEDICAL SUPPLIES	379.81
146570	04/26/2019	07715	CARDINAL HEALTH 411, INC	in	MEDICATION	82.78

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	146570	04/26/2019	07715	CARDINAL HEALTH 411, INC	in	MEDICATION	79.84
	146570	04/26/2019	07715	CARDINAL HEALTH 411, INC	in	MEDICATION	388.76
	146575	04/26/2019	07496	CHAPLAIN SERVICES NETWORK	in	2019 CHAPLAINCY SERVICES	1,100.00
	146577	04/26/2019	00100	CITY OF RICHLAND	in	SECOMM ASSESSMENT	16,788.31
	146612	04/26/2019	05823	GALLS, LLC	in	UNIFORMS - NEW HIRES	180.87
	146612	04/26/2019	05823	GALLS, LLC	in	UNIFORMS - NEW HIRES	1,887.27
	146612	04/26/2019	05823	GALLS, LLC	in	UNIFORM ALLOWANCE	671.72
	146612	04/26/2019	05823	GALLS, LLC	in	UNIFORM ALLOWANCE	2,539.99
	146612	04/26/2019	05823	GALLS, LLC	in	UNIFORMS - NEW HIRES	148.65
	146612	04/26/2019	05823	GALLS, LLC	in	UNIFORM ALLOWANCE	846.67
	146612	04/26/2019	05823	GALLS, LLC	in	UNIFORM SAMPLES	189.15
	146617	04/26/2019	04759	GRIGG ENTERPRISES INC DBA ACE HARI	in	BATTERY	2.70
	146640	04/26/2019	08868	LIFE-ASSIST	in	MEDICAL SUPPLIES	475.30
	146656	04/26/2019	09444	NW APPAREL INDUSTRY LLC	in	WINTER COATS & LINERS	3,430.59
	146663	04/26/2019	00917	OXARC, INC.	in	OXYGEN	123.35
	146663	04/26/2019	00917	OXARC, INC.	in	OXYGEN	80.01
	146724	04/26/2019	06869	ZOLL MEDICAL CORPORATION	in	ECG ELECTRODES	293.22
	146724	04/26/2019	06869	ZOLL MEDICAL CORPORATION	in	MEDICAL SUPPLIES	739.13
	146724	04/26/2019	06869	ZOLL MEDICAL CORPORATION	in	MEDICAL SUPPLIES	757.18
	146724	04/26/2019	06869	ZOLL MEDICAL CORPORATION	in	MEDICAL SUPPLIES	304.62
	146724	04/26/2019	06869	ZOLL MEDICAL CORPORATION	in	BREAKOUT CABLE	121.63
T	300365	04/22/2019	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	9,482.50
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	ANNUAL DUES - WA ASSOC. OF FIRE CHIE	687.50
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	STATION OPERATING SUPPLIES: CASCAD	67.12
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	3 IPAD SCREEN PROTECTORS - FIRE	42.51
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	STATION OPERATING SUPPLIES: FINISH D	66.98
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	COSTS FOR LABOR & REPAIR OF 10 PORT	700.79
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	AED BATTERIES	115.08
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	STATION OPERATING SUPPLIES: BRIGHTC	42.93
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	MONTHLY RX DISPOSAL SERVICE CONTR	16.15
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	STATION OPERATING SUPPLIES: CLOROX	45.07
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	STATION OPERATING SUPPLIES: EARTHSH	122.92
Total amount by Department							\$ 43,001.10
Total amount by Fund							\$ 43,001.10

403 BUILDING SAFETY FUND

010 BUILDING SAFETY

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	146623	04/26/2019	02591	I C C - INTERNATIONAL CODE COUNCIL	in	ICC CODE COUNCIL	240.00
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	UPC INSPECTOR CERTIFICATION AMNESI	95.00
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	UPC INSPECTOR CERTIFICATION AMNESI	95.00
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	CITY HALL SIGNAGE UPDATES	233.14
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	BEST WESTERN ALDERWOOD, LYNNWOC	96.53
Total amount by Department							\$ 759.67
Total amount by Fund							\$ 759.67
404 COLISEUM FUND							
010 COLISEUM							
	146626	04/26/2019	00529	INTERMOUNTAIN MATERIAL TESTING	in	INSPECTION & TESTING	1,278.90
	146657	04/26/2019	04341	O'BRIEN CONSTRUCTION	in	CONTRACT 18-042 TOYOTA CENTER	828,621.54
Total amount by Department							\$ 829,900.44
Total amount by Fund							\$ 829,900.44
405 STORMWATER UTILITY FUND							
010 STORMWATER							
	146626	04/26/2019	00529	INTERMOUNTAIN MATERIAL TESTING	in	TESTING SERVICES	1,249.50
	146679	04/26/2019	10111	REISS-LANDREAU RESEARCH LLC	in	GEOTECH REPORT - P1817	4,160.00
T	300365	04/22/2019	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	2,863.75
Total amount by Department							\$ 8,273.25
Total amount by Fund							\$ 8,273.25
501 EQUIPMENT RENTAL FUND							
	146652	04/26/2019	08875	NAPA PASCO AUTO PARTS	in	PARTS & SUPPLIES	599.72
	146703	04/26/2019	09405	TRUCK PRO LLC SIX STATES	in	MARKER LIGHT	6.52
Total amount by Department							\$ 606.24
010 EQUIPMENT RENTAL							
	146547	04/26/2019	05681	AMERIGAS PROPANE LP	in	PROPANE - VEH. 0401	19.63
	146555	04/26/2019	03707	BAXTER AUTO PARTS	in	BRAKE ROTORS & PADS - VEH. 0203	124.47
	146572	04/26/2019	05050	CENTRAL HOSE & FITTINGS INC	in	CABLE TIES - SHOP	38.36
	146573	04/26/2019	01315	CENTRAL MACHINERY SALES INC	in	PARTS - VEH. 0059	291.81
	146573	04/26/2019	01315	CENTRAL MACHINERY SALES INC	in	CREDIT	-291.81
	146573	04/26/2019	01315	CENTRAL MACHINERY SALES INC	in	ELECTRIC MOTOR - VEH 0089	234.03
	146573	04/26/2019	01315	CENTRAL MACHINERY SALES INC	in	AIR CLEANER - VEH 0089	62.10

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146579	04/26/2019	01310	COLEMAN OIL COMPANY	in	CP MOWER FUEL	527.19
146579	04/26/2019	01310	COLEMAN OIL COMPANY	in	FLEETWIDE FUEL ACCT #0870469	20,257.22
146582	04/26/2019	08852	COMMERCIAL TIRE	in	FLEET TIRE INSPECTIONS	229.15
146582	04/26/2019	08852	COMMERCIAL TIRE	in	TIRES & SERVICE - VEH 0094	363.23
146586	04/26/2019	04853	CONNELL OIL INC DBA 76 DISTRIBUTINC	in	TANKS & EQUIPMENT - FLEET	2,461.62
146587	04/26/2019	07868	CORWIN FORD - TRI CITIES	in	PARTS - VEHICLE 0255	132.04
146590	04/26/2019	09415	CUMMINS INC	in	SERVICE - VEH. W007	342.78
146590	04/26/2019	09415	CUMMINS INC	in	GENERATOR SERVICE - VEH W077	1,020.78
146590	04/26/2019	09415	CUMMINS INC	in	GENERATOR SERVICE - VEH G002	1,459.77
146590	04/26/2019	09415	CUMMINS INC	in	GENERATOR SERVICE - VEH W007	682.00
146590	04/26/2019	09415	CUMMINS INC	in	GENERATOR SERVICE - VEH W010	1,733.49
146590	04/26/2019	09415	CUMMINS INC	in	GENERATOR SERVICE - VEH W003	636.95
146590	04/26/2019	09415	CUMMINS INC	in	GENERATOR SERVICE - VEH W004	667.43
146590	04/26/2019	09415	CUMMINS INC	in	GENERATOR SERVICE - VEH W101	746.40
146590	04/26/2019	09415	CUMMINS INC	in	GENERATOR SERVICE - VEH PD01	531.33
146590	04/26/2019	09415	CUMMINS INC	in	SERVICE - VEH. F006	326.17
146590	04/26/2019	09415	CUMMINS INC	in	GENERATOR SERVICE - VEH G001	860.57
146590	04/26/2019	09415	CUMMINS INC	in	GENERATOR SERVICE - VEH F005	952.26
146590	04/26/2019	09415	CUMMINS INC	in	GENERATOR SERVICE - VEH W006	1,764.54
146590	04/26/2019	09415	CUMMINS INC	in	GENERATOR SERVICE- VEH F008	1,044.54
146590	04/26/2019	09415	CUMMINS INC	in	PREVENTIVE MAINT - W009	476.19
146594	04/26/2019	09827	DAY WIRELESS SYSTEMS	in	BOX LIGHT REPAIR - VEH. 2716	313.58
146603	04/26/2019	00166	FARMERS EXCHANGE	in	REPAIR - VEH. 3735	1,290.89
146603	04/26/2019	00166	FARMERS EXCHANGE	in	REPAIR - VEH. 3731	412.22
146603	04/26/2019	00166	FARMERS EXCHANGE	in	THROTTLE CABLE - VEH 3210	61.00
146609	04/26/2019	07860	FTRS, LLC	in	EXCISE FUEL TAX	1,544.99
146614	04/26/2019	09348	GENUINE AUTO GLASS OF TRI-CITIES LL	in	WINDSHIELD - VEH. 2310	205.04
146621	04/26/2019	08572	HIGH DESERT MAINTENANCE INC	in	BUSHING REPAIR - VEH. 2206	285.08
146621	04/26/2019	08572	HIGH DESERT MAINTENANCE INC	in	BEACON LIGHT BRACKET - VEH. 3907	195.48
146628	04/26/2019	03313	J & L HYDRAULICS	in	REPAIRS - VEH. 0086	487.49
146630	04/26/2019	03363	JIM'S PACIFIC GARAGES INC	in	REPAIRS - VEH. 0150	66.19
146630	04/26/2019	03363	JIM'S PACIFIC GARAGES INC	in	LIGHT - VEH 4100	112.41
146643	04/26/2019	03154	M & M BOLT COMPANY, LLC	in	NUTS & BOLTS - VEH. 2105	14.56
146643	04/26/2019	03154	M & M BOLT COMPANY, LLC	in	HARDWARE - VEH 4510	4.01
146646	04/26/2019	01576	MID COLUMBIA FORKLIFT, INC.	in	SWITCHES - VEH 0401	91.22
146652	04/26/2019	08875	NAPA PASCO AUTO PARTS	in	PARTS & SUPPLIES	30.13
146652	04/26/2019	08875	NAPA PASCO AUTO PARTS	in	REFLECTIVE TAPE - VEH 4510	10.95

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	146652	04/26/2019	08875	NAPA PASCO AUTO PARTS	in	CREDIT- VEH. 1004	-39.25
	146652	04/26/2019	08875	NAPA PASCO AUTO PARTS	in	WINDSHIELD WASH - SHOP	48.67
	146652	04/26/2019	08875	NAPA PASCO AUTO PARTS	in	CORE CREDIT - VEH S015 & 0434	-19.55
	146652	04/26/2019	08875	NAPA PASCO AUTO PARTS	in	PURGE CANISTER - VEH 7338	43.80
	146652	04/26/2019	08875	NAPA PASCO AUTO PARTS	in	BATTERY & CORE DEPOSIT - VEH 3314	48.86
	146652	04/26/2019	08875	NAPA PASCO AUTO PARTS	in	BATTERY & CORE DEPOSIT - VEH 3314	57.55
	146652	04/26/2019	08875	NAPA PASCO AUTO PARTS	in	FUEL FILTERS - VEH. 4206	38.84
	146652	04/26/2019	08875	NAPA PASCO AUTO PARTS	in	CREDIT - VEH. 3314	-58.63
	146652	04/26/2019	08875	NAPA PASCO AUTO PARTS	in	BRAKE KIT - VEH. 0203	137.25
	146652	04/26/2019	08875	NAPA PASCO AUTO PARTS	in	CREDIT - VEH. 0203	-137.25
	146652	04/26/2019	08875	NAPA PASCO AUTO PARTS	in	OIL FILTER - VEH 5116	25.35
	146660	04/26/2019	04217	O'REILLY AUTO PARTS	in	BATTERY - VEH. 7818	151.20
	146660	04/26/2019	04217	O'REILLY AUTO PARTS	in	BATTERY - VEH. 7827	151.20
	146662	04/26/2019	10114	OVERTURF VW AUDI KIA OVERTURF MO	in	2019 KIA SEDONA	31,659.41
	146662	04/26/2019	10114	OVERTURF VW AUDI KIA OVERTURF MO	in	2019 KIA SEDONA	32,191.34
	146666	04/26/2019	06603	PAPE MACHINERY INC	in	LATCH - VEH 0095	80.55
	146677	04/26/2019	03803	RDO EQUIPMENT	in	PARTS - VEH. 0073	409.12
	146677	04/26/2019	03803	RDO EQUIPMENT	in	PARTS - VEH. 0419	30.76
	146682	04/26/2019	00294	ROCK-IT RADIO	in	SPEAKERS - VEH. 4206	108.60
	146685	04/26/2019	09107	RWC INTERNATIONAL LTD	in	PARTS - VEH. 0154	424.56
	146707	04/26/2019	04764	UNITED PARCEL SERVICE	in	SHIPPING	10.95
	146714	04/26/2019	01035	WASHINGTON HARDWARE AND FURNITI	in	PARTS - VEH. 2003	8.54
	146714	04/26/2019	01035	WASHINGTON HARDWARE AND FURNITI	in	PARTS - VEH. 2105	13.65
T	300365	04/22/2019	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	130.34
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	LICENSING AND REGISTRATION FOR VEH	49.75
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	10 KEY RIBBON REPLACEMENT	6.51
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	(2) USB TO SERIAL PORT CABLE CONVER	11.94
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	REPLACEMENT AIR COMPRESSOR FOR VI	1,019.52
Total amount by Department							\$ 109,423.06
360 MISCELLANEOUS REVENUE							
T	300365	04/22/2019	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	27.40
Total amount by Department							\$ 27.40
390 OTHER FINANCING SOURCES							
T	300365	04/22/2019	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	60.64
Total amount by Department							\$ 60.64

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Total amount by Fund					\$ 110,117.34
502 CENTRAL STORES FUND					
146545	04/26/2019	08871	ALLIED MATERIALS AND EQUIPMENT CO	in FLAG	108.00
146576	04/26/2019	08416	CHEMSEARCH	in HAND WASH	633.56
146588	04/26/2019	00481	CROWN PAPER & JANITORIAL SUPPLY	in FLOOR CLEANER	434.19
146588	04/26/2019	00481	CROWN PAPER & JANITORIAL SUPPLY	in INVENTORY	216.33
146600	04/26/2019	06376	ESPRIT GRAPHIC COMMUNICATIONS	in CHECK STOCK	472.41
146601	04/26/2019	05426	EWING IRRIGATION PRODUCTS, INC	in IRRIGATION PARTS	426.83
146601	04/26/2019	05426	EWING IRRIGATION PRODUCTS, INC	in IRRIGATION PARTS	324.92
146615	04/26/2019	01775	GRAINGER	in INVENTORY	224.59
146634	04/26/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in IRRIGATION PARTS	1,074.51
146640	04/26/2019	08868	LIFE-ASSIST	in GLOVES	4,235.40
146673	04/26/2019	02399	PR DIAMOND PRODUCTS INC	in INVENTORY	1,120.00
146704	04/26/2019	04283	TURF STAR - WESTERN	in IRRIGATION PARTS	1,659.41
146715	04/26/2019	04772	WAXIE'S ENTERPRISES INC WAXIE SANIT	in TRASH BAGS	122.08
Total amount by Department					\$ 11,052.23
010 CENTRAL STORES					
146542	04/26/2019	01526	ABADAN	in COPIER MAINTENANCE	86.03
146542	04/26/2019	01526	ABADAN	in COPIER MAINTENANCE	197.86
146542	04/26/2019	01526	ABADAN	in COPIER MAINTENANCE	673.23
146542	04/26/2019	01526	ABADAN	in COPIER MAINTENANCE	303.84
146542	04/26/2019	01526	ABADAN	in COPIER MAINTENANCE	137.00
146542	04/26/2019	01526	ABADAN	in COPIER MAINTENANCE	692.77
146638	04/26/2019	06743	LEAF CAPITAL FUNDING LLC	in COPIER RENTAL	603.82
146638	04/26/2019	06743	LEAF CAPITAL FUNDING LLC	in COPIER RENTAL	373.58
146638	04/26/2019	06743	LEAF CAPITAL FUNDING LLC	in COPIER RENTAL	207.29
146638	04/26/2019	06743	LEAF CAPITAL FUNDING LLC	in COPIER RENTAL	166.17
146717	04/26/2019	04770	WEST COAST PAPER SOLUTIONS	in COPY PAPER	2,615.09
Total amount by Department					\$ 6,056.68
Total amount by Fund					\$ 17,108.91
503 RISK MANAGEMENT FUND					
010 RISK MANAGEMENT					
146599	04/26/2019	01933	EMPLOYMENT SECURITY DEPARTMENT	in UNEMPLOYMENT SERVICES 1ST QTR	28,792.17

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	146659	04/26/2019	03496	OLD REPUBLIC SURETY GROUP	in	PUBLIC OFFICIAL BOND	100.00
	146677	04/26/2019	03803	RDO EQUIPMENT	in	REPAIRS- TRACTOR	6,684.44
	146723	04/26/2019	01241	WOODPECKER TRUCK	in	REPAIRS- SNOW PLOW	400.81
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	GHS VINYL SAFETY LABELS.	61.12
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	FRM SAFETY AWARDS LUNCHEON 3/28/19	21.65
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	AMERICAN SOCIETY OF SAFETY ENGINE	99.00
Total amount by Department							\$ 36,159.19
Total amount by Fund							\$ 36,159.19
611 FIREMEN'S PENSION FUND							
010 FIREMEN'S PENSION							
	146564	04/26/2019	04065	BERNA LETA	in	LEOFF 1 PENSION	298.10
	146578	04/26/2019	00127	CLEAVENGER, BUDDY L	in	LEOFF 1 PENSION	908.60
	146584	04/26/2019	00128	COMSTOCK, WILLIAM J	in	LEOFF 1 PENSION	842.76
	146595	04/26/2019	00121	DEINES, JAMES I	in	LEOFF 1 PENSION	2,912.12
	146598	04/26/2019	05685	ECKERT NANCY	in	LEOFF 1 PENSION	1,332.79
	146616	04/26/2019	00122	GRAVES MARJORIE	in	LEOFF 1 PENSION	2,618.65
	146674	04/26/2019	06700	PURDY PAULA	in	LEOFF 1 PENSION	850.90
	146680	04/26/2019	00145	REMUS, LARRY J	in	LEOFF 1 PENSION	858.44
	146690	04/26/2019	00148	SHAW, LEONARD	in	LEOFF 1 PENSION	622.48
	146693	04/26/2019	00150	SLEATER, LARRY L	in	LEOFF 1 PENSION	1,350.05
	146710	04/26/2019	00152	VICKERMAN THOMAS	in	LEOFF 1 PENSION	471.84
	146721	04/26/2019	00154	WILLEBY, DONALD R	in	LEOFF 1 PENSION	696.77
Total amount by Department							\$ 13,763.50
Total amount by Fund							\$ 13,763.50
634 BI-COUNTY POLICE INFO NETWORK							
010 BI-COUNTY POLICE INFO NETWORK							
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	PROSUPPORT NEXT BUSINESS DAY SUPPO	179.08
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	PROSUPPORT 7/24 HW/SW SUPPORT - BIPI	200.32
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	TRIPPLITE RACK ENCLOSURE HORIZONTAL	172.87
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	YELLOW AND CYAN TONER CARTRIDGES	363.82
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	(4) 25 FOOT RJ45 TO 110 CAT5E CABLES	68.89
T	300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	MAGENTA TONER CARTRIDGE FOR BIPIN	172.61
Total amount by Department							\$ 1,157.59
Total amount by Fund							\$ 1,157.59

City of Kennewick

Claims Roster

4/13/2019 - 4/26/2019

Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount \$
642 METRO DRUG FORFEITURE FUND					
010 NONE					
146589	04/26/2019	07711	CULLIGAN WATER CONDITIONING	in WATER DELIVERY	10.81
146688	04/26/2019	01123	SEINER ED	in ADMIN SEIZURE HEARINGS	100.00
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in COMPUTER PROGRAM REQUESTED BY II	594.00
T 300366	04/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in MONTHLY SERVICE CHARGE FEBRUARY	15.99
Total amount by Department					\$ 720.80
Total amount by Fund					\$ 720.80

City of Kennewick

Claims Roster

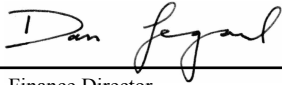
4/13/2019 - 4/26/2019

Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount \$
Grand Total:					<u><u>\$ 1,848,262.16</u></u>

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



Dan Legard, Finance Director

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

Check numbers 146514 through 146724	\$ 1,728,374.60
Wire transfer number 300365	69,211.94
Wire transfer number 300366	50,675.62

Total	<u><u>\$ 1,848,262.16</u></u>
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The above total excludes checks written for payment of refunds and collected amounts due to other entities.

Exceptions:

Council Agenda Coversheet



Agenda Item Number	3.b.(2)	Council Date	05/21/2019
Agenda Item Type	General Business Item		
Subject	Toyota Center/Arena Accounts		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

Consent Agenda	☒
Ordinance/Reso	☐
Public Mtg / Hrg	☐
Other	☐
Quasi-Judicial	☐

Recommendation

Staff recommends that Council approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for March 2019.

Motion for Consideration

I move to approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for March 2019 in the amount of \$814,844.04, comprised of check numbers 20452-20562 in the amount of \$277,427.24 and electronic transfers in the amount of \$537,416.80.

Summary

None.

Alternatives

None.

Fiscal Impact

Total \$814,844.04.

Through

Denise Winters
May 13, 15:14:31 GMT-0700 2019

Dept Head Approval

Dan Legard
May 16, 11:07:27 GMT-0700 2019

City Mgr Approval

Marie Mosley
May 16, 15:50:58 GMT-0700 2019

Attachments: Roster

☐ Recording
Required?

**Toyota Center and Toyota Arena
Operations Claims Roster
March 2019**

Num	Date	Name	Memo	Account	Paid Amount
20452	03/01/2019	Adamson, Janine	Learn to skate coaching February 2019	1006.1 · Sterling Operating Account	
LTSFeb2019	02/25/2019		Learn to skate coaching February 2019	8065 · Contracted Labor	-70.00
					-70.00
20453	03/01/2019	Amerigas	0910002962	1006.1 · Sterling Operating Account	
3088821242	02/13/2019		Propane 148.3 gallons 2/12/19	8033 · Propane	-477.15
			Due from TRCC Propane 148.3 gallons 2/12/19	2215 · Due To (From) Convention Center	-119.29
					-596.44
20454	03/01/2019	Baskin Robbins		1006.1 · Sterling Operating Account	
AmsVsRedDeer	02/19/2019		Third Party Sales AmsVsRedDeer 2/19/19	5300.7 · Sales-Third Party	-382.57
AmsVsPortland	02/22/2019		Third Party Sales AmsvsPortland 2/22/19	5300.7 · Sales-Third Party	-877.87
					-1,260.44
20455	03/01/2019	Berry, Timothy	Learn to skate coaching February 2019	1006.1 · Sterling Operating Account	
LTSFeb2019	02/25/2019		Learn to skate coaching February 2019	8065 · Contracted Labor	-90.00
					-90.00
20456	03/01/2019	Bond, Craig	Learn to skate coaching February 2019	1006.1 · Sterling Operating Account	
LTSFeb2019	02/25/2019		Learn to skate coaching February 2019	8065 · Contracted Labor	-430.00
					-430.00
20457	03/01/2019	Bond, Jennifer		1006.1 · Sterling Operating Account	
LTSAFeb2019	02/25/2019		Learn to skate administration February 2019	8065 · Contracted Labor	-1,000.00
LTSFeb2019	02/25/2019		Learn to skate coaching February 2019	8065 · Contracted Labor	-300.00
					-1,300.00
20458	03/01/2019	Chapala Express Stand		1006.1 · Sterling Operating Account	
AmsVsRedDeer	02/19/2019		Third Party Sales AmsVsRedDeer 2/19/19	5300.7 · Sales-Third Party	-781.14
AmsVsPortland	02/22/2019		Third Party Sales AmsvsPortland 2/22/19	5300.7 · Sales-Third Party	-1,218.08
					-1,999.22
20459	03/01/2019	Coca-Cola	Soda Order 2/15/19	1006.1 · Sterling Operating Account	
54442	02/15/2019		Soda Order 2/15/19	1400.1 · Inventory-Food	-918.16
					-918.16
20460	03/01/2019	Columbia Safety LLC	Emt Services January 2019	1006.1 · Sterling Operating Account	
LL2019-023	02/26/2019		Emt service for Ams vs Everett 1/4/19	8065 · Contracted Labor	-187.00
			Emt service for Ams vs Prince George 1/8/19	8065 · Contracted Labor	-165.00
			Emt service for Ams vs Vancouverj 1/16/19	8065 · Contracted Labor	-176.00
			Emt service for Ams vs Seattle 1/18/19	8065 · Contracted Labor	-176.00
			Emt service for Ams vs Everett 1/25/19	8065 · Contracted Labor	-176.00
			Emt service for Ams vs Spokane 1/26/19	8065 · Contracted Labor	-352.00
			Emt service for Rodney Carrington 1/17/19	5073 · Reimbursed Outside Services	-132.00
			Emt service for Stomp 1/30/19	5073 · Reimbursed Outside Services	-162.00
					-1,526.00
20461	03/01/2019	Concessions Supply	Food Order 2/19/19	1006.1 · Sterling Operating Account	
79844	02/19/2019		Food Order 2/19/19	1400.1 · Inventory-Food	-186.32
					-186.32
20462	03/01/2019	Culligan	230326	1006.1 · Sterling Operating Account	
94045	02/18/2019		Cold Cooler Service	8098 · Supplies & Equipment	-157.47
					-157.47
20463	03/01/2019	Dunkaroos		1006.1 · Sterling Operating Account	
AmsVsRedDeer	02/19/2019		Third Party Sales AmsVsRedDeer 2/19/19	5300.7 · Sales-Third Party	-203.03
AmsVsPortland	02/22/2019		Third Party Sales AmsvsPortland 2/22/19	5300.7 · Sales-Third Party	-684.16
					-887.19

**Toyota Center and Toyota Arena
Operations Claims Roster
March 2019**

Num	Date	Name	Memo	Account	Paid Amount
20464	03/01/2019	Filta	Fryer Cleaning Service	1006.1 - Sterling Operating Account	
448-003491	02/19/2019		Fryer Cleaning Service	8094FB - Outside Services - Food & Bev	-358.38
					-358.38
20465	03/01/2019	Food Services of America		1006.1 - Sterling Operating Account	
9389171	02/15/2019		Food Order 2/15/19	1400.1 - Inventory-Food	-4,476.96
9392031	02/19/2019		Food Order 2/19/19	1400.1 - Inventory-Food	-2,390.14
9392032	02/19/2019		PO2771 Kitchen Supplies	1400.1 - Inventory-Food	-345.75
9392031Drop	02/19/2019		Food Order 2/19/19	1400.1 - Inventory-Food	-55.12
9394697	02/21/2019		Food Order 2/21/19	1400.1 - Inventory-Food	-2,603.00
9399457	02/26/2019		Food Order 2/26/19	1400.1 - Inventory-Food	-1,386.99
					-11,257.96
20466	03/01/2019	Grace McNally	Learn to skate coaching February 2019	1006.1 - Sterling Operating Account	
LTSFeb2019	02/25/2019		Learn to skate coaching February 2019	8065 - Contracted Labor	-130.00
					-130.00
20467	03/01/2019	KC Brand		1006.1 - Sterling Operating Account	
AmsVsRedDeer	02/19/2019		Third Party Sales AmsVsRedDeer 2/19/19	5300.7 - Sales-Third Party	-297.74
AmsVsPortland	02/22/2019		Third Party Sales AmsvsPortland 2/22/19	5300.7 - Sales-Third Party	-978.78
					-1,276.52
20468	03/01/2019	KNDOTV23/KNDUTV25	PO2660 Tv Ads Kinky Boots	1006.1 - Sterling Operating Account	
144246-1	02/25/2019		PO2660 Tv Ads Kinky Boots	1633.15 - Kinky Boots - BWay	-1,933.75
					-1,933.75
	03/01/2019	Lowe's Commercial Services	QuickBooks generated zero amount transaction for bill payment stu	1006.1 - Sterling Operating Account	
18300	02/10/2019	Lowe's Commercial Services	Snow Blower	2000 - Accounts Payable-Operations	0.00
					0.00
20469	03/01/2019	MD Draft Team	Beer Order 2/20/19	1006.1 - Sterling Operating Account	
7758-41	02/20/2019		Beer Order	1400.2 - Inventory-Beer	-354.40
			Due from TRCC Beer Order	2215 - Due To (From) Convention Center	-80.00
					-434.40
20470	03/01/2019	Mid Columbia Hockey Officials Association	Adult hockey officials January 2019	1006.1 - Sterling Operating Account	
19-001	02/15/2019		Adult hockey officials January 2019	8094 - Outside Services	-2,692.00
					-2,692.00
20471	03/01/2019	Moon Security Services, Inc.		1006.1 - Sterling Operating Account	
965167	03/01/2019		Basic Fire Monitoring 3/1/19-3/31/19	8039 - Security & Fire Alarm System	-44.00
965436	03/01/2019		Basic Fire Monitoring 3/1/19-3/31/19	8039 - Security & Fire Alarm System	-76.95
966758	03/01/2019		Basic commercial monitoring - Ammonia TA 3/1/19-3/31/19	8039 - Security & Fire Alarm System	-39.00
967068	03/01/2019		Kitchen & Vault monitoring 3/1/19-331/19	8039 - Security & Fire Alarm System	-54.95
			Kitchen & Vault monitoring 3/1/19-331/19	8039 - Security & Fire Alarm System	-27.48
			Due from TRCC Kitchen & Vault monitoring 3/1/19-331/19	2215 - Due To (From) Convention Center	-27.47
					-269.85
20472	03/01/2019	Rocky Mountain Rigging	Rigging for Kinky Boots 3/1/19	1006.1 - Sterling Operating Account	
Rigging/KinkyBoots	03/01/2019		Rigging for Kinky Boots 3/1/19	5073 - Reimbursed Outside Services	-5,560.00
					-5,560.00
20473	03/01/2019	Spectrum Business	VOID: Stop payment 4/1/19, lost in mail	1006.1 - Sterling Operating Account	
					0.00
20474	03/01/2019	Terminello, Rachel	Learn to skate coaching February 2019	1006.1 - Sterling Operating Account	
LTSFeb2019	02/25/2019		Learn to skate coaching February 2019	8065 - Contracted Labor	-45.00
					-45.00
20475	03/01/2019	The UPS Store	PO2659 Posters/Flyers Kinky Boots	1006.1 - Sterling Operating Account	
Kenn12519	02/25/2019		PO2659 Posters/Flyers Kinky Boots	1633.15 - Kinky Boots - BWay	-198.20
					-198.20

**Toyota Center and Toyota Arena
Operations Claims Roster
March 2019**

Num	Date	Name	Memo	Account	Paid Amount
20476	03/01/2019	Thomas Hammer	Coffee Order 2/19/19	1006.1 · Sterling Operating Account	
IN023348	02/19/2019		Coffee Order 2/19/19	1400.1 · Inventory-Food	-248.50
					-248.50
20477	03/01/2019	Tri City Americans	Toyota Naming Rights Sponsorship Agreement	1006.1 · Sterling Operating Account	
111030119	03/01/2019		Toyota Naming Rights Sponsorship Agreement	5012.10 · Naming Rights-Team Share	-8,333.33
					-8,333.33
20478	03/01/2019	VenuWorks, Inc.	January 2019 Management fee	1006.1 · Sterling Operating Account	
15669	01/01/2019		January 2019 Management fee	8124 · VenuWorks Management Fee	-9,400.86
					-9,400.86
20479	03/01/2019	Vistar Corporation	Food Order 2/13/19	1006.1 · Sterling Operating Account	
54205328	02/13/2019		Food Order 2/13/19	1400.1 · Inventory-Food	-722.84
					-722.84
20480	03/01/2019	WCP Solutions		1006.1 · Sterling Operating Account	
11089668	02/27/2019		PO2776 Janitorial Supplies	8095 · Janitorial Supplies	-743.26
11089669	02/27/2019		PO2776 Janitorial Supplies	8095 · Janitorial Supplies	-1,049.34
11089667	02/27/2019		PO2776 Janitorial Supplies	8095 · Janitorial Supplies	-767.98
					-2,560.58
20481	03/01/2019	White Bluffs Brewing, LLC	Beer Order 2/15/19	1006.1 · Sterling Operating Account	
3062	02/15/2019		Beer Order 2/15/19	1400.2 · Inventory-Beer	-320.00
					-320.00
20482	03/12/2019	Overholt, Ryan	Runner for Chris Tomlin 3/12/19	1006.1 · Sterling Operating Account	
19-0312A	03/08/2019		Runner for Chris Tomlin 3/12/19	5073 · Reimbursed Outside Services	-250.00
					-250.00
20483	03/12/2019	Rocky Mountain Rigging	Rigging for Chris Tomlin 3/12/19	1006.1 · Sterling Operating Account	
RiggingChrisTomlin	03/11/2019		Rigging for Chris Tomlin 3/12/19	5073 · Reimbursed Outside Services	-5,140.00
					-5,140.00
20484	03/12/2019	Skoglund, Paul	Runner for Chris Tomlin 3/12/19	1006.1 · Sterling Operating Account	
19-0312B	03/08/2019		Runner for Chris Tomlin 3/12/19	5073 · Reimbursed Outside Services	-250.00
					-250.00
20485	03/14/2019	Amerigas	0910002962	1006.1 · Sterling Operating Account	
3089301677	02/26/2019		Propane 94.2 gallons 2/25/19	8033 · Propane	-314.80
			Due from TRCC Propane 94.2 gallons 2/25/19	2215 · Due To (From) Convention Center	-78.70
					-393.50
20486	03/14/2019	Apollo Inc	PO2607 Coffee Maker Hook Up	1006.1 · Sterling Operating Account	
19010079	01/23/2019		PO2607 Coffee Maker Hook Up	8042FB · Repr & Maint Equip, Food & Bev	-1,269.00
					-1,269.00
20487	03/14/2019	Arc Light Efx Inc.	PO2779 Power Supply/Power Gems	1006.1 · Sterling Operating Account	
0013598-IN	03/05/2019		PO2779 Power Supply/Power Gems	8098 · Supplies & Equipment	-3,500.00
					-3,500.00
20488	03/14/2019	Baskin Robbins		1006.1 · Sterling Operating Account	
AmsVsSpokane	03/02/2019		Third Party Sales AmsVsSpokane 3/2/19	5300.7 · Sales-Third Party	-956.27
AmsVsVictoria	03/06/2019		Third Party Sales AmsVsVictoria 3/6/19	5300.7 · Sales-Third Party	-349.14
AmsVsEverett	03/08/2019		Third Party Sales AmsVsEverett 3/8/19	5300.7 · Sales-Third Party	-771.82
AmsVsVancouver	03/09/2019		Third Party Sales AmsVsVancouver 3/9/19	5300.7 · Sales-Third Party	-998.20
					-3,075.43

**Toyota Center and Toyota Arena
Operations Claims Roster
March 2019**

Num	Date	Name	Memo	Account	Paid Amount
20489	03/14/2019	Benton PUD		1006.1 · Sterling Operating Account	
SmGenSerSign	03/09/2019		Small General Service Sign	8036.3 · Electricity	-271.03
SmGenSerLights	03/09/2019		Small General Service Lights	8036.3 · Electricity	-66.10
			Due from TRCC Small General Service Lights	2215 · Due To (From) Convention Center	-66.09
LrGenSrv	03/09/2019		Large General Service 2/7/19-3/5/19	8036.3 · Electricity	-19,327.67
					<u>-19,730.89</u>
20490	03/14/2019	Brutzman's		1006.1 · Sterling Operating Account	
0000806578	02/25/2019		PO2742 Format Scan (Fire Map)	8007 · Printing & Copiers	-4.34
0000807170	02/28/2019		Tables for Suites	8140 · Building Equipment	-855.01
					<u>-859.35</u>
20491	03/14/2019	Cash and Carry		1006.1 · Sterling Operating Account	
033654	03/08/2019		Food Order 3/8/19 (Chris Tomlin Backstage)	1400.1 · Inventory-Food	-127.31
055252	03/13/2019		Food Order 3/13/19	1400.1 · Inventory-Food	-57.56
					<u>-184.87</u>
20492	03/14/2019	Chapala Express Stand		1006.1 · Sterling Operating Account	
AmsVsSpokane	03/02/2019		Third Party Sales AmsVsSpokane 3/2/19	5300.7 · Sales-Third Party	-1,098.53
AmsVsVictoria	03/06/2019		Third Party Sales AmsVsVictoria 3/6/19	5300.7 · Sales-Third Party	-662.81
AmsVsEverett	03/08/2019		Third Party Sales AmsVsEverett 3/8/19	5300.7 · Sales-Third Party	-1,063.50
AmsVsVancouver	03/09/2019		Third Party Sales AmsVsVancouver 3/9/19	5300.7 · Sales-Third Party	-1,372.86
					<u>-4,197.70</u>
20493	03/14/2019	C/Shred Columbia Industries	0935	1006.1 · Sterling Operating Account	
0079122	02/28/2019		Shred Service and Purge Service (old files)	8094 · Outside Services	-174.20
					<u>-174.20</u>
20494	03/14/2019	Cinnabon	Cinnabon Order 3/8/19	1006.1 · Sterling Operating Account	
34825	03/08/2019		Cinnabon Order 3/8/19	1400.1 · Inventory-Food	-48.00
					<u>-48.00</u>
20495	03/14/2019	City of Kennewick-MISC	KPD Off Duty Security February 2019	1006.1 · Sterling Operating Account	
013851	03/05/2019		KPD Off Duty Security February 2019 (Hockey Games)	8065 · Contracted Labor	-2,464.00
			Due from TRCC KPD Off Duty Security February 2019 (B&B)	2215 · Due To (From) Convention Center	-396.00
					<u>-2,860.00</u>
20496	03/14/2019	City of Kennewick-Water	Water Service 12/25/18-2/23/19	1006.1 · Sterling Operating Account	
Srv12/25/18-2/23/19	02/26/2019		Water Service 12/25/18-2/23/19	8036.4 · Water	-3,325.82
					<u>-3,325.82</u>
20497	03/14/2019	Coca-Cola		1006.1 · Sterling Operating Account	
54901	02/27/2019		Soda Order 2/27/19	1400.1 · Inventory-Food	-4,028.50
55052	03/01/2019		Soda Order 3/1/19	1400.1 · Inventory-Food	-76.50
55103	03/05/2019		Soda Order 3/5/19	1400.1 · Inventory-Food	-2,325.30
55440	03/11/2019		Soda Order 3/11/19	1400.1 · Inventory-Food	-4,927.30
					<u>-11,357.60</u>
20498	03/14/2019	Concessions Supply		1006.1 · Sterling Operating Account	
79597	01/08/2019		Food Order 1/8/19	8041 · Repairs & Maintenance-Building	-186.32
79922	03/04/2019		Food Order 3/4/19	1400.1 · Inventory-Food	-150.52
					<u>-336.84</u>
20499	03/14/2019	Consolidated Supply Co.	PO2777 Flush Sensor	1006.1 · Sterling Operating Account	
S9156933.001	03/05/2019		PO2777 Flush Sensor	8042 · Repairs & Maintenance-Equipment	-228.55
					<u>-228.55</u>
20500	03/14/2019	Daktronics	133692-003	1006.1 · Sterling Operating Account	
504214	03/04/2019		Repair for Marquee Sign	8041 · Repairs & Maintenance-Building	-570.16
					<u>-570.16</u>

**Toyota Center and Toyota Arena
Operations Claims Roster
March 2019**

Num	Date	Name	Memo	Account	Paid Amount
20501	03/14/2019	Devfuzion	Website Hosting Fee	1006.1 · Sterling Operating Account	
W-10066	02/28/2019		Website Hosting Fee	8094 · Outside Services	-30.00
					-30.00
20502	03/14/2019	Dunkaroos		1006.1 · Sterling Operating Account	
AmsVsSpokane	03/02/2019		Third Party Sales AmsVsSpokane 3/2/19	5300.7 · Sales-Third Party	-770.51
AmsVsVictoria	03/06/2019		Third Party Sales AmsVsVictoria 3/6/19	5300.7 · Sales-Third Party	-294.41
AmsVsEverett	03/08/2019		Third Party Sales AmsVsEverett 3/8/19	5300.7 · Sales-Third Party	-604.12
AmsVsVancouver	03/09/2019		Third Party Sales AmsVsVancouver 3/9/19	5300.7 · Sales-Third Party	-1,054.71
					-2,723.75
20503	03/14/2019	Fastsigns		1006.1 · Sterling Operating Account	
139-58786	02/15/2019		Laminated Fire Map	8097 · Signage	-132.68
139-58766	02/15/2019		Laminated Fire Map (reprint)	8097 · Signage	-132.68
					-265.36
20504	03/14/2019	Filta	Fryer Cleaning Service	1006.1 · Sterling Operating Account	
448-003553	03/12/2019		Fryer Cleaning Service	8094FB · Outside Services - Food & Bev	-358.38
					-358.38
20505	03/14/2019	Food Services of America		1006.1 · Sterling Operating Account	
9389821	02/15/2019		Food Order 2/15/19	1400.1 · Inventory-Food	-30.96
9399462	02/26/2019		Food Order 2/26/19	1400.1 · Inventory-Food	-227.70
9400284	02/26/2019		Food Order 2/26/19	1400.1 · Inventory-Food	-43.05
9400792	02/27/2019		Food Order 2/27/19	1400.1 · Inventory-Food	-2,393.32
9406509	03/05/2019		Food Order 3/5/19	1400.1 · Inventory-Food	-7,354.94
9410502	03/08/2019		Food Order 3/8/19	1400.1 · Inventory-Food	-3,523.70
9411610	03/09/2019		Food Order 3/9/19	1400.1 · Inventory-Food	-22.36
9412511	03/11/2019		Food Order 3/11/19	1400.1 · Inventory-Food	-3,492.84
					-17,088.87
20506	03/14/2019	KC Brand		1006.1 · Sterling Operating Account	
AmsVsSpokane	03/02/2019		Third Party Sales AmsVsSpokane 3/2/19	5300.7 · Sales-Third Party	-1,154.83
AmsVsVictoria	03/06/2019		Third Party Sales 3/6/19 AmsVsVictoria	5300.7 · Sales-Third Party	-300.87
AmsVsEverett	03/09/2019		Third Party Sales AmsVsEverett 3/9/19	5300.7 · Sales-Third Party	-1,039.23
AmsVsVancouver	03/09/2019		Third Party Sales AmsVsVancouver 3/9/19	5300.7 · Sales-Third Party	-1,289.41
					-3,784.34
20507	03/14/2019	KVEW42 - KAPP35	PO2740 Tv Ads Kinky Boots	1006.1 · Sterling Operating Account	
209522-1	02/28/2019		PO2740 Tv Ads Kinky Boots	1633.15 · Kinky Boots - BWay	-2,154.75
					-2,154.75
20508	03/14/2019	Lowe's Commercial Services	PO2784 Hooks for Curtains	1006.1 · Sterling Operating Account	
16290 PO2784	03/11/2019		PO2784 Hooks for Curtains	8098 · Supplies & Equipment	-28.89
					-28.89
20509	03/14/2019	Oxarc		1006.1 · Sterling Operating Account	
30594580	02/28/2019		Cylinder rental fee 2/19/19	8041 · Repairs & Maintenance-Building	-27.15
30597158	02/28/2019		CO2 Rental fees for Kinky Boots	5073 · Reimbursed Outside Services	-58.10
					-85.25
20510	03/14/2019	Pape' Material Handling	PO 2786 Repair to Zamboni machine	1006.1 · Sterling Operating Account	
80060178	02/28/2019		PO 2786 Repair to Zamboni machine	8042.1 · Emergency Repairs	-1,918.40
					-1,918.40
20511	03/14/2019	Seattle Hoist Services	PO2732 Hoist Repair	1006.1 · Sterling Operating Account	
INV-0004	01/24/2019		PO2732 Hoist Repair	8042 · Repairs & Maintenance-Equipment	-875.50
					-875.50
20512	03/14/2019	Spectrum Reach		1006.1 · Sterling Operating Account	
INV-90302362	02/24/2019		PO2745 Tv Ads Kinky Boots	1633.15 · Kinky Boots - BWay	-717.32
INV90304579	02/25/2019		PO2745 Ads for Kinky Boots	1633.15 · Kinky Boots - BWay	-132.60
					-849.92

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Num	Date	Name	Memo	Account	Paid Amount
20513	03/14/2019	Thomas Hammer	Coffee Order 3/7/19	1006.1 · Sterling Operating Account	
IN023977	03/07/2019		Coffee Order 3/7/19	1400.1 · Inventory-Food	-173.00
					-173.00
20514	03/14/2019	Tri City Americans		1006.1 · Sterling Operating Account	
2/5 Ams v Portland	02/05/2019	! :AMS - Tri-City Americans Games	Ams vs Portland 2/5/19	3601 · Unearned Revenue-Ticket Sales	-1,162.01
		! :AMS - Tri-City Americans Games	Suite Share, Ams vs Portland 2/5/19	5004.10 · Team Share-Suite Revenue	-395.69
		! :AMS - Tri-City Americans Games	Conc Share, Ams vs Portland 2/5/19	8069.1 · Concessions Share - Team	-269.14
2/8 Ams v Kootenay	02/08/2019	! :AMS - Tri-City Americans Games	Ams vs Kootenay 2/8/19	3601 · Unearned Revenue-Ticket Sales	-1,895.19
		! :AMS - Tri-City Americans Games	Suite Share, Ams vs Kootenay 2/8/19	5004.10 · Team Share-Suite Revenue	-566.95
		! :AMS - Tri-City Americans Games	Conc Share, Ams vs Kootenay 2/8/19	8069.1 · Concessions Share - Team	-561.83
2/9 Ams v Victoria	02/09/2019	! :AMS - Tri-City Americans Games	Ams vs Victoria 2/9/19	3601 · Unearned Revenue-Ticket Sales	-4,672.08
		! :AMS - Tri-City Americans Games	Suite Share, Ams vs Victoria 2/9/19	5004.10 · Team Share-Suite Revenue	-830.19
		! :AMS - Tri-City Americans Games	Conc Share, Ams vs Victoria 2/9/19	8069.1 · Concessions Share - Team	-606.29
2/15 Ams v Kamloops	02/09/2019	! :AMS - Tri-City Americans Games	Ams vs Kamloops 2/15/19	3601 · Unearned Revenue-Ticket Sales	-3,823.85
		! :AMS - Tri-City Americans Games	Suite Share, Ams vs Kamloops 2/15/19	5004.10 · Team Share-Suite Revenue	-842.21
		! :AMS - Tri-City Americans Games	Conc Share, Ams vs Kamloops 2/15/19	8069.1 · Concessions Share - Team	-1,129.36
2/16 Ams vs Spokane	02/16/2019	! :AMS - Tri-City Americans Games	Ams vs Spokane 2/16/19	3601 · Unearned Revenue-Ticket Sales	-18,932.74
		! :AMS - Tri-City Americans Games	Suite Share, Ams vs Spokane 2/16/19	5004.10 · Team Share-Suite Revenue	-1,380.64
		! :AMS - Tri-City Americans Games	Conc Share, Ams vs Spokane 2/16/19	8069.1 · Concessions Share - Team	-4,058.37
2/19 Ams v Red Deer	02/16/2019	! :AMS - Tri-City Americans Games	Ams vs Red Deer 2/19/19	3601 · Unearned Revenue-Ticket Sales	-152.34
		! :AMS - Tri-City Americans Games	Suite Share, Ams vs Red Deer 2/19/19	5004.10 · Team Share-Suite Revenue	-71.54
		! :AMS - Tri-City Americans Games	Conc Share, Ams vs Red Deer 2/19/19	8069.1 · Concessions Share - Team	-39.17
2/22 Ams v Portland	02/22/2019	! :AMS - Tri-City Americans Games	Ams vs Portland 2/22/19	3601 · Unearned Revenue-Ticket Sales	-9,645.29
		! :AMS - Tri-City Americans Games	Suite Share, Ams vs Portland 2/22/19	5004.10 · Team Share-Suite Revenue	-1,193.49
		! :AMS - Tri-City Americans Games	Conc Share, Ams vs Portland 2/22/19	8069.1 · Concessions Share - Team	-2,700.51
					-54,928.88
20515	03/14/2019	VenuWorks, Inc.	March 2019 Management Fee	1006.1 · Sterling Operating Account	
15731	03/01/2019		March 2019 Management Fee	8124 · VenuWorks Management Fee	-1,185.95
					-1,185.95
20516	03/14/2019	Vistar Corporation	Food Order 3/6/19	1006.1 · Sterling Operating Account	
54394402	03/06/2019		Food Order 3/6/19	1400.1 · Inventory-Food	-984.88
					-984.88
20517	03/14/2019	WCP Solutions	PO2776 Janitorial Supplies	1006.1 · Sterling Operating Account	
11092962	02/27/2019		PO2776 Janitorial Supplies	8095 · Janitorial Supplies	-53.43
					-53.43
20518	03/14/2019	Western Hockey League	Annual registration & membership 18-19	1006.1 · Sterling Operating Account	
WHL-IN009393	02/28/2019		Annual registration & membership 18-19	8012 · Licenses & Permits	-500.00
					-500.00
20519	03/14/2019	White Bluffs Brewing, LLC	VOID: Paid through ACH	1006.1 · Sterling Operating Account	
					0.00
20520	03/21/2019	Overholt, Ryan	Runner for Gabriel Iglesias 3/24/19	1006.1 · Sterling Operating Account	
19-0324A	03/20/2019		Runner for Gabriel Iglesias 3/24/19	5073 · Reimbursed Outside Services	-250.00
					-250.00
20521	03/21/2019	Rocky Mountain Rigging	Rigging for Gabriel Iglesias 3/24/19	1006.1 · Sterling Operating Account	
219-14	03/20/2019		Rigging for Gabriel Iglesias 3/24/19	5073 · Reimbursed Outside Services	-8,525.00
					-8,525.00
20522	03/21/2019	Skoglund, Paul	Runner for Gabriel Iglesias 3/24/19	1006.1 · Sterling Operating Account	
19-0324B	03/20/2019		Runner for Gabriel Iglesias 3/24/19	5073 · Reimbursed Outside Services	-250.00
					-250.00
20523	03/22/2019	Lisa Peppard	Artist Gift for Fluffy Event	1006.1 · Sterling Operating Account	
Artist Gift	03/22/2019		Artist Gift for Fluffy Event	1633.82 · Gabriel Iglesias	-75.00
					-75.00

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Num	Date	Name	Memo	Account	Paid Amount
20524	03/28/2019	Adamson, Janine	Learn to skate coaching March 2019	1006.1 · Sterling Operating Account	
LTSMarch2019	03/28/2019		Learn to skate coaching March 2019	8065 · Contracted Labor	-60.00
					-60.00
20525	03/28/2019	Amerigas	0910002962	1006.1 · Sterling Operating Account	
3090089437	03/15/2019		Propane 157.6 gallons 3/13/19	8033 · Propane	-522.41
			Due from TRCC Propane 157.6 gallons 3/13/19	2215 · Due To (From) Convention Center	-130.60
					-653.01
20526	03/28/2019	Apollo Inc	3/1/19 Hvac Annual Main. Contract	1006.1 · Sterling Operating Account	
940020484	03/19/2019		3/1/19 Hvac Annual Main. Contract	8041 · Repairs & Maintenance-Building	-1,849.82
					-1,849.82
20527	03/28/2019	Baskin Robbins		1006.1 · Sterling Operating Account	
AmsVsSeattle	03/13/2019		Third Party Sales AmsVsSeattle 3/13/19	5300.7 · Sales-Third Party	-547.87
AmsVsSpokane	03/15/2019		Third Party Sales AmsVsSpokane 3/15/19	5300.7 · Sales-Third Party	-1,044.70
					-1,592.57
20528	03/28/2019	Batteries Plus	PO2778 C Batteries	1006.1 · Sterling Operating Account	
P12180346	03/05/2019		PO2778 C Batteries	8098 · Supplies & Equipment	-54.73
					-54.73
20529	03/28/2019	Berry, Timothy	Learn to skate coaching March 2019	1006.1 · Sterling Operating Account	
LTSMarch2019	03/28/2019		Learn to skate coaching March 2019	8065 · Contracted Labor	-90.00
					-90.00
20530	03/28/2019	Bond, Craig	Learn to skate coaching March 2019	1006.1 · Sterling Operating Account	
LTSMarch2019	03/28/2019		Learn to skate coaching March 2019	8065 · Contracted Labor	-450.00
					-450.00
20531	03/28/2019	Bond, Jennifer		1006.1 · Sterling Operating Account	
LTSMarch2019	03/28/2019		Learn to skate coaching March 2019	8065 · Contracted Labor	-300.00
LTSAMarch2019	03/28/2019		Learn to skate administration March 2019	8065 · Contracted Labor	-1,000.00
					-1,300.00
20532	03/28/2019	Brashear Electric, Inc.		1006.1 · Sterling Operating Account	
32208	03/07/2019		Stage Set up for Kinky Boots	5073 · Reimbursed Outside Services	-673.32
32230	03/13/2019		Stage Set up for Chirs Tomlin 3/11/19	5073 · Reimbursed Outside Services	-673.32
					-1,346.64
20533	03/28/2019	Canon Solutions America (Oce)	BHA806	1006.1 · Sterling Operating Account	
4028649667	03/05/2019		Copier Maintenance QHM07777	8007 · Printing & Copiers	-27.98
					-27.98
20534	03/28/2019	Cascade Natural Gas - COL	Service from 2/8/19-3/11/19	1006.1 · Sterling Operating Account	
Srv2/8-3/11-19	03/12/2019		Service from 2/8/19-3/11/19	8036.2 · Natural Gas	-6,426.27
					-6,426.27
20535	03/28/2019	Cascade Natural Gas - ICE	Service from 2/8/19-3/11/19	1006.1 · Sterling Operating Account	
Srv 2/8-3/11/19	03/12/2019		Service from 2/8/19-3/11/19	8036.2 · Natural Gas	-2,961.25
					-2,961.25
20536	03/28/2019	Cash and Carry		1006.1 · Sterling Operating Account	
034523	03/14/2019		Food Purchase 3/14/19	1400.1 · Inventory-Food	-59.59
043541	03/15/2019		Food Purchase 3/15/19	1400.1 · Inventory-Food	-35.50
					-95.09
20537	03/28/2019	Chapala Express Stand		1006.1 · Sterling Operating Account	
AmsVsSeattle	03/13/2019		Third Party Sales AmsVsSeattle 3/13/19	5300.7 · Sales-Third Party	-899.20
AmsVsSpokane	03/15/2019		Third Party Sales AmsVsSpokane 3/15/19	5300.7 · Sales-Third Party	-1,492.54
					-2,391.74

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Num	Date	Name	Memo	Account	Paid Amount
20538	03/28/2019	Chisholm's Saw & Supply, Inc.	PO2803 Blade Sharpening	1006.1 · Sterling Operating Account	
70863	03/13/2019		PO2803 Blade Sharpening	8042 · Repairs & Maintenance-Equipment	-120.42
					-120.42
20539	03/28/2019	Cinnabon	Cinnabon Order 3/15/19	1006.1 · Sterling Operating Account	
34832	03/15/2019		Cinnabon Order 3/15/19	1400.1 · Inventory-Food	-60.00
					-60.00
20540	03/28/2019	City of Kennewick-Admissions Tax	0029	1006.1 · Sterling Operating Account	
01/04AmsVsEverett	01/04/2019		Ad Tax 01/04/19 AmsVsEverett	2205 · Admissions Tax Payable	-2,205.37
1/8AmsVsEverett	01/08/2019		Ad Tax 01/08/19 AmsVsEverett	2205 · Admissions Tax Payable	-1,403.59
1/16AmsVsVancouver	01/16/2019		Ad Tax 01/16/19 AmsVsVancouver	2205 · Admissions Tax Payable	-1,484.15
1/18AmsVsSeattle	01/18/2019		Ad Tax 01/18/19 AmsVsSeattle	2205 · Admissions Tax Payable	-2,805.40
1/25AmsVsEverett	01/25/2019		Ad Tax 01/25/19 AmsVsEverett	2205 · Admissions Tax Payable	-2,235.58
1/26AmsVsSpokane	01/26/2019		Ad Tax 01/26/19 AmsVsSpokane	2205 · Admissions Tax Payable	-3,566.54
					-13,700.63
20541	03/28/2019	City of Kennewick-MISC	1st Qtr Leasehold tax 2019	1006.1 · Sterling Operating Account	
013858	03/18/2019		1st Qtr Leasehold tax 2019	2203 · Leasehold Tax Payable-COK	-1,334.94
					-1,334.94
20542	03/28/2019	Coca-Cola		1006.1 · Sterling Operating Account	
55735	03/15/2019		Soda Order 3/15/19	1400.1 · Inventory-Food	-82.00
55839	03/21/2019		Soda Order 3/21/19	1400.1 · Inventory-Food	-4,115.00
					-4,197.00
20543	03/28/2019	Columbia Rigging Corp.	Rigging for Kinky Boots	1006.1 · Sterling Operating Account	
34401	03/01/2019		Rigging for Kinky Boots	5073 · Reimbursed Outside Services	-979.92
					-979.92
20544	03/28/2019	Columbia Safety LLC	Emt Services January 2019	1006.1 · Sterling Operating Account	
LL2019-046	03/01/2019		emt service for AmsVsPortland 2/5/19	8065 · Contracted Labor	-187.00
			emt service for AmsVsKootenay 2/5/19	8065 · Contracted Labor	-176.00
			emt service for AmsVsVictoria 2/9/19	8065 · Contracted Labor	-187.00
			emt service for AmsVsKamloops 2/15/19	8065 · Contracted Labor	-176.00
			emt service for AmsVsSpokane 2/16/19	8065 · Contracted Labor	-396.00
			emt service for AmsVsRedDeer 2/19/19	8065 · Contracted Labor	-176.00
			emt service for AmsVsPortland 2/22/19	8065 · Contracted Labor	-154.00
					-1,452.00
20545	03/28/2019	Consolidated Supply Co.		1006.1 · Sterling Operating Account	
S9156933.002	03/12/2019		PO2777 Flush Sensor	8042 · Repairs & Maintenance-Equipment	-457.10
S9166635.001	03/13/2019		PO2785 Part for Toltiet	8042 · Repairs & Maintenance-Equipment	-77.00
					-534.10
20546	03/28/2019	Diamante Media, LLC	PO2430 Ads for WWE	1006.1 · Sterling Operating Account	
18090180	03/01/2019		PO2430 Ads for WWE (late invoice from 9/30/18)	1633.19 · WWE 2018	-425.00
					-425.00
20547	03/28/2019	Dunkaroos		1006.1 · Sterling Operating Account	
AmsVsSeattle	03/13/2019		Third Party Sales AmsVsSeattle 3/13/19	5300.7 · Sales-Third Party	-381.85
AmsVsSpokane	03/15/2019		Third Party Sales AmsVsSpokane 3/15/19	5300.7 · Sales-Third Party	-853.02
					-1,234.87
20548	03/28/2019	Exclusively Expo, Inc.	602313	1006.1 · Sterling Operating Account	
56027	03/20/2019		PO2795 Black vinyl for rinkboards (100yds)	8178 · Event Supplies	-771.16
					-771.16
20549	03/28/2019	Farmer Brothers Coffee	Coffee Order 3/14/19	1006.1 · Sterling Operating Account	
68904450	03/14/2019		Coffee Order 3/14/19	1400.1 · Inventory-Food	-32.66
					-32.66

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Num	Date	Name	Memo	Account	Paid Amount
20550	03/28/2019	Food Services of America		1006.1 · Sterling Operating Account	
9416056	03/14/2019		Food Order 3/14/19	1400.1 · Inventory-Food	-1,292.17
9423655	03/21/2019		Food Order 3/21/19	1400.1 · Inventory-Food	-10,900.73
					<u>-12,192.90</u>
20551	03/28/2019	Grace McNally	Learn to skate coaching March 2019	1006.1 · Sterling Operating Account	
LTSMarch2019	03/28/2019		Learn to skate coaching March 2019	8065 · Contracted Labor	-100.00
					<u>-100.00</u>
20552	03/28/2019	KC Brand		1006.1 · Sterling Operating Account	
AmsVsSeattle	03/13/2019		Third Party Sales AmsVsSeattle 3/13/19	5300.7 · Sales-Third Party	-562.75
AmsVsSpokane	03/15/2019		Third Party Sales AmsVsSpokane 3/15/19	5300.7 · Sales-Third Party	-1,471.27
					<u>-2,034.02</u>
20553	03/28/2019	KNDOTV23/KNDUTV25	PO2660 TV Ads Kinky Boots 3/1/19	1006.1 · Sterling Operating Account	
144246-2	03/19/2019		PO2660 TV Ads Kinky Boots 3/1/19	1633.15 · Kinky Boots - BWay	-573.75
					<u>-573.75</u>
20554	03/28/2019	KVEW42 - KAPP35	PO2652 TV Ads Stomp	1006.1 · Sterling Operating Account	
207610-1	01/27/2019		PO2652 TV Ads Stomp	1633.14 · Stomp - BWay	-2,551.70
					<u>-2,551.70</u>
20555	03/28/2019	Lowe's Commercial Services		1006.1 · Sterling Operating Account	
16308	03/19/2019		PO2796 Paint for Suite 6	8098 · Supplies & Equipment	-33.79
16420	03/19/2019		PO2799 Texture Paint	8098 · Supplies & Equipment	-10.31
16557	03/21/2019		PO2801 Flashlights/Tape Measures	8098 · Supplies & Equipment	-252.48
16569	03/21/2019		PO2801 Flashlights/tape measures	8098 · Supplies & Equipment	-18.44
					<u>-315.02</u>
20556	03/28/2019	Oxarc	CO2 Rental fees for Chris Tomlin	1006.1 · Sterling Operating Account	
30607010	03/14/2019		CO2 Rental fees for Chris Tomlin	5073 · Reimbursed Outside Services	-307.95
					<u>-307.95</u>
20557	03/28/2019	PeopleReady Inc	4040-1097	1006.1 · Sterling Operating Account	
24514317	03/05/2019		Contracted Labor for Kinky Boots 3/1/19	8065 · Contracted Labor	-3,997.20
					<u>-3,997.20</u>
20558	03/28/2019	Safeguard	PO2792 Deposit Slips TC/TA (300)	1006.1 · Sterling Operating Account	
033405380	03/19/2019		PO2792 Deposit Slips TC/TA (300)	8005 · Office Supplies	-102.67
					<u>-102.67</u>
20559	03/28/2019	Staples/Corp Express, Inc.	PO 2775 Office Supplies	1006.1 · Sterling Operating Account	
3407311366	03/06/2019		PO 2775 Office Supplies	8005 · Office Supplies	-323.00
			Due from TRCC PO 2775 Office Supplies	2215 · Due To (From) Convention Center	-182.09
					<u>-505.09</u>
20560	03/28/2019	Terminello, Rachel	Learn to skate coaching March 2019	1006.1 · Sterling Operating Account	
LTSMarch2019	03/28/2019		Learn to skate coaching March 2019	8065 · Contracted Labor	-45.00
					<u>-45.00</u>
20561	03/28/2019	Thomas Hammer	Coffee Order 3/19/19	1006.1 · Sterling Operating Account	
IN024431	03/19/2019		Coffee Order 3/19/19	1400.1 · Inventory-Food	-173.00
					<u>-173.00</u>
20562	03/28/2019	Weaver Exterminating Service, Inc.		1006.1 · Sterling Operating Account	
575405	03/01/2019		Extermination Services-March 2019 TA	8094 · Outside Services	-127.06
75408	03/01/2019		Extermination Services-March 2019	8094 · Outside Services	-255.21
					<u>-382.27</u>

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Num	Date	Name	Memo	Account	Paid Amount
EFT	03/01/2019	King Beverage Inc.	Beer Order 3/1/19 invoice 2027658	1006.1 - Sterling Operating Account	
			Beer Order 3/1/19 invoice 2027658	1400.2 - Inventory-Beer	-238.00
					-238.00
EFT	03/01/2019	White Bluffs Brewing, LLC	Beer Order 2/26/19	1006.1 - Sterling Operating Account	
3098	02/26/2019		Beer Order 2/26/19	1400.2 - Inventory-Beer	-480.00
					-480.00
EFT	03/05/2019	The Odom Corporation	Beer Order 3/5/19 invoice 11456265	1006.1 - Sterling Operating Account	
			Beer Order 3/5/19 invoice 11456265	1400.2 - Inventory-Beer	-1,485.46
					-1,485.46
EFT	03/05/2019	Columbia Distributing	Beer Order 3/5/19 invoice 4496492	1006.1 - Sterling Operating Account	
			Beer Order 3/5/19 invoice 4496492	1400.2 - Inventory-Beer	-268.20
					-268.20
EFT	03/05/2019	Columbia Distributing	Soda Order 3/5/19 invoice 4496491	1006.1 - Sterling Operating Account	
			Soda Order 3/5/19 invoice 4496491	1400.1 - Inventory-Food	-36.00
					-36.00
EFT	03/05/2019	King Beverage Inc.	Beer Order 3/5/19 invoice 2027799	1006.1 - Sterling Operating Account	
			Beer Order 3/5/19 invoice 2027799	1400.2 - Inventory-Beer	-2,741.43
					-2,741.43
EFT	03/07/2019	The Odom Corporation	Beer Order 3/7/19 invoice 11456267	1006.1 - Sterling Operating Account	
			Beer Order 3/7/19 invoice 11456267	1400.2 - Inventory-Beer	-134.00
					-134.00
EFT	03/08/2019	Southern Wine & Spirits of Washington	Liquor Order 3/8/19 invoice 3094263	1006.1 - Sterling Operating Account	
			Liquor Order 3/8/19 invoice 3094263	1400.3 - Inventory-Liquor	-1,332.89
					-1,332.89
EFT	03/11/2019	Columbia Distributing	Beer Order 3/11/19 Invoice 4510057	1006.1 - Sterling Operating Account	
			Beer Order 3/11/19 Invoice 4510057	1400.2 - Inventory-Beer	-321.84
					-321.84
EFT	03/13/2019	King Beverage Inc.	Beer Order 3/13/19 invoice 2031601	1006.1 - Sterling Operating Account	
			Beer Order 3/13/19 invoice 2031601	1400.2 - Inventory-Beer	-2,080.22
					-2,080.22
EFT	03/13/2019	The Odom Corporation	Beer Order 3/13/19 invoice 11456274	1006.1 - Sterling Operating Account	
			Beer Order 3/13/19 invoice 11456274	1400.2 - Inventory-Beer	-785.00
					-785.00
EFT	03/13/2019	White Bluffs Brewing, LLC	Beer Order 3/11/19	1006.1 - Sterling Operating Account	
3171	03/11/2019		Beer Order 3/11/19	1400.2 - Inventory-Beer	-480.00
					-480.00
WIRE	03/13/2019	Awakening Events	Settlement Chris Tomlin 3/12/19	1006.1 - Sterling Operating Account	
3/12 Chris Tomlin	03/12/2019	!Chris Tomlin	Chris Tomlin 3/12/19	3601 - Unearned Revenue-Ticket Sales	-78,178.84
		!Chris Tomlin	Venue Rebate, Chris Tomlin 3/12/19	5001.9 - Settlement Costs	-7,175.75
		!Chris Tomlin	Service FeeShare, Chris Tomlin 3/12/19	5026.1 - Ticketing Comm to Settlement	-1,727.94
					-87,082.53
EFT	03/15/2019	The Odom Corporation	Beer Order 3/15/19 invoice 11456286	1006.1 - Sterling Operating Account	
			Beer Order 3/15/19 invoice 11456286	1400.2 - Inventory-Beer	-215.78
					-215.78

**Toyota Center and Toyota Arena
Operations Claims Roster
March 2019**

Num	Date	Name	Memo	Account	Paid Amount
ONLINE	03/15/2019	Sterling Savings Change	Change Order for Vault 3/15/19	1006.1 · Sterling Operating Account	
			Change Order for Vault 3/15/19	1121 · Vault Cash-F&B	-5,500.00
					-5,500.00
TRANSFER	03/20/2019	Three Rivers Convention Center1	Payroll transfer PPE 1/1/19 - 1/31/19	1006.1 · Sterling Operating Account	
			Payroll transfer PPE 1/1/19 - 1/31/19	2215 · Due To (From) Convention Center	-154,719.17
					-154,719.17
EFT	03/20/2019	King Beverage Inc.	Beer Order 3/20/19 invoice 2034648	1006.1 · Sterling Operating Account	
			Beer Order 3/20/19 invoice 203464	1400.2 · Inventory-Beer	-10,886.56
					-10,886.56
EFT	03/21/2019	The Odom Corporation	Beer Order 3/21/19 invoice 11456291	1006.1 · Sterling Operating Account	
			Beer Order 3/21/19 invoice 11456291	1400.2 · Inventory-Beer	-1,427.56
					-1,427.56
EFT	03/21/2019	White Bluffs Brewing, LLC	Beer Order 3/21/19 invoice 3233	1006.1 · Sterling Operating Account	
			Beer Order 3/21/19 invoice 3233	1400.2 · Inventory-Beer	-320.00
					-320.00
EFT	03/21/2019	Columbia Distributing	Beverage Order 3/21/19 invoice 4563588	1006.1 · Sterling Operating Account	
			Beverage Order 3/21/19 invoice 4563588	1400.1 · Inventory-Food	-72.00
					-72.00
EFT	03/21/2019	Columbia Distributing	Beer Order 3/21/19 invoice 4563509	1006.1 · Sterling Operating Account	
			Beer Order 3/21/19 invoice 4563509	1400.2 · Inventory-Beer	-536.40
					-536.40
ONLINE	03/22/2019	Sterling Savings Change	Change Order for Vault 3/22/19	1006.1 · Sterling Operating Account	
			Change Order for Vault 3/22/19	1121 · Vault Cash-F&B	-10,000.00
					-10,000.00
ONLINE	03/22/2019	Sterling Savings Change	Fluffy Advance 3/22/19	1006.1 · Sterling Operating Account	
			Fluffy Advance 3/22/19	1130.10 · Box Office Cash-Events	-5,000.00
					-5,000.00
EFT	03/22/2019	Southern Wine & Spirits of Washington	Liquor Order 3/22/19 invoice 3106322	1006.1 · Sterling Operating Account	
			Liquor Order 3/22/19 invoice 3106322	1400.3 · Inventory-Liquor	-1,665.78
					-1,665.78
WIRE	03/24/2019	ICON Entertainment	Settlement Gabriel Iglesias 3/24/19	1006.1 · Sterling Operating Account	
Fluffy 3/24/19	03/24/2019	! :Gabriel Iglesias	Gabriel Iglesias 3/24/19	3601 · Unearned Revenue-Ticket Sales	-190,690.52
		! :Gabriel Iglesias	Merch, Gabriel Iglesias 3/24/19	5001.9 · Settlement Costs	-31,112.43
					-221,802.95
ONLINE	03/25/2019	Sterling Savings Change	Change Order for Vault 3/25/19	1006.1 · Sterling Operating Account	
			Change Order for Vault 3/25/19	1121 · Vault Cash-F&B	2.00
			Due to/from Toyota Center- Shortage from cash tip	2215 · Due To (From) Convention Center	-2.00
					0.00
ONLINE	03/25/2019	Department of Revenue	Excise Tax Return Feb 2019	1006.1 · Sterling Operating Account	
		Department of Revenue	Sales Tax Payable Feb 2019	2201 · *Sales Tax Payable	-15,875.28
			B&O Tax Expense Feb 2019	8241 · Sales, B&O & Use Taxes	-1,391.59
					-17,266.87
EFT	03/26/2019	State of Washington-Dept Rev.	2019-2020 Liquor license for TC (0-007-640-663)	1006.1 · Sterling Operating Account	
			2019-2020 Liquor license for TC (0-007-640-663)	8012.01 · Licenses & Permits, F&B	-2,511.00
					-2,511.00

**Toyota Center and Toyota Arena
Operations Claims Roster
March 2019**

Num	Date	Name	Memo	Account	Paid Amount
EFT	03/26/2019	State of Washington-Dept Rev.	Business License Renewal 4/1/19-3/31/20	1006.1 · Sterling Operating Account	
			Business License Renewal 4/1/19-3/31/20	8012 · Licenses & Permits	-283.00
			Due to TRCC Business License Renewal 4/1/19-3/31/20	2215 · Due To (From) Convention Center	283.00
					<u>0.00</u>
EFT	03/26/2019	Columbia Distributing	Beer Order 3/26/19 invoice 4577938	1006.1 · Sterling Operating Account	
			Beer Order 3/26/19 invoice 4577938	1400.2 · Inventory-Beer	-321.84
					<u>-321.84</u>
EFT	03/29/2019	King Beverage Inc.	Beer Order 3/29/19 invoice 2040168	1006.1 · Sterling Operating Account	
			Beer Order 3/29/19 invoice 2040168	1400.2 · Inventory-Beer	-5.00
					<u>-5.00</u>
EFT	03/31/2019	Southern Wine & Spirits of Washington	Liquor Order 3/31/19 invoice 3112423	1006.1 · Sterling Operating Account	
			Liquor Order 3/31/19 invoice 3112423	1400.3 · Inventory-Liquor	-670.08
					<u>-670.08</u>
AUTO	03/31/2019	American Payment Solutions	Credit card processing Mar 2019	1006.1 · Sterling Operating Account	
			Credit card processing Mar 2019	8109 · Credit Card Fees	-653.22
					<u>-653.22</u>
AUTO	03/31/2019	Ignite Payment Systems	Card processing fees - TOYO Feb 2019	1006.1 · Sterling Operating Account	
			Card processing fees - TOYO Feb 2019	8109 · Credit Card Fees	-4,682.05
			Card processing fees - ARENA Feb 2019	8109 · Credit Card Fees	-23.45
					<u>-4,705.50</u>
AUTO	03/31/2019	USAePay	CC processing setup for TOYO - Mar 2019	1006.1 · Sterling Operating Account	
			CC processing setup for Center - Mar 2019	8109 · Credit Card Fees	-32.50
			CC processing setup for Arena - Mar 2019	8109 · Credit Card Fees	-12.50
					<u>-45.00</u>
EFT	03/31/2019	Fintech.net	Transactional 3/1/19 - 3/31/19	1006.1 · Sterling Operating Account	
			Transactional 3/1/19 - 3/31/19	8111FB · Banking Fees - Food & Bev	-20.20
					<u>-20.20</u>
Total Paid				\$813,237.72	

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



Dan Legard, Finance Director

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

Check numbers 20452-20562
Electronic transfers

	\$	277,427.24
		535,810.48
Total	\$	<u>813,237.72</u>

Exceptions:

**Toyota Center and Toyota Arena
Box Office Claims Roster
March 2019**

Num	Date	Name	Memo	Account	Paid Amount
ONLINE	03/08/2019	Sterling Savings Change	Change Order for Box Office 3/8/19	1006.3 - Sterling Box Office Account	
			Change Order for Box Office 3/8/19	1130 - Vault Cash-Box Office	-1,500.00
					-1,500.00
AUTO	03/31/2019	American Express	AMEX fees	1006.3 - Sterling Box Office Account	
			Express Collection	8109 - Credit Card Fees	-7.95
			AMEX discount	8109 - Credit Card Fees	-98.37
					-106.32
Total Paid					\$1,606.32

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



Dan Legard, Finance Director

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

Electronic transfers		\$ 1,606.32
	Total	<u>\$ 1,606.32</u>

Exceptions:

Council Agenda Coversheet



Agenda Item Number	3.c.	Council Date	05/21/2019
Agenda Item Type	General Business Item		
Subject	Payroll Roster (PPE 4/30/2019)		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

Consent Agenda	☒
Ordinance/Reso	☐
Public Mtg / Hrg	☐
Other	☐
Quasi-Judicial	☐

Recommendation

That council approve the payroll roster.

Motion for Consideration

I move to approve the payroll roster in the amount of \$1,951,332.08, for the period ended 4/30/2019, comprised of check numbers 73569 through 73593 and direct deposit numbers 169662 through 170103.

Summary

None.

Alternatives

None.

Fiscal Impact

Total \$1,951,332.08.

Through

Phil Bleazard
May 03, 10:07:13 GMT-0700 2019

Dept Head Approval

Dan Legard
May 03, 16:34:21 GMT-0700 2019

City Mgr Approval

Marie Mosley
May 16, 14:20:32 GMT-0700 2019

Attachments: Roster

☐ Recording
Required?

May 21, 2019

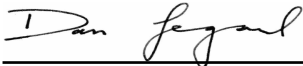
All Departments:

April 30, 2019

ADMINISTRATIVE TEAM	1,797.00
CITY COUNCIL	4,088.00
CITY MANAGER	12,331.68
COMMUNITY PLANNING & ECONOMIC DEVELOPMENT	43,275.23
EMPLOYEE & COMMUNITY RELATIONS	49,831.36
ENGINEERING	57,525.55
FACILITIES & GROUNDS	87,485.80
FINANCE	46,421.50
FIRE	100,172.17
LEGAL SERVICES	23,143.17
MANAGEMENT SERVICES	78,891.39
POLICE	503,346.75
Subtotal General Fund	1,008,309.60
STREETS	23,239.36
TRAFFIC	26,478.69
Subtotal Street Fund	49,718.05
BI-PIN	10,724.06
BUILDING SAFETY	38,733.09
COMMUNITY DEVELOPMENT	4,023.08
CRIMINAL JUSTICE	68,634.27
EQUIPMENT RENTAL	9,394.81
MEDICAL SERVICES	329,928.78
RISK MANAGEMENT	3,437.70
STORMWATER UTILITY	22,165.44
WATER & SEWER	133,374.70
Subtotal Other Funds	620,415.93
Total Salaries and Wages	1,678,443.58
<u>Benefits:</u>	
Industrial Insurance	28,319.23
Medical Retirement Account	3,412.50
Retirement	142,789.56
Social Security (FICA)	96,841.49
WA Family Leave	1,525.72
Total Benefits	272,888.50
Grand Total	<u><u>\$1,951,332.08</u></u>

I, Dan Legard, Finance Director, at the direction of the Council, do hereby certify that the Payroll hereinabove specified is approved for payment in the amount of \$1,951,332.08 comprised of check numbers 73569 through 73593 and direct deposit numbers 169662 through 170103.

Approved for payment:



Dan Legard, Finance Director

Council Agenda Coversheet 	Agenda Item Number	3.d.	Council Date	05/21/2019	Consent Agenda	☒	
	Agenda Item Type	Contract/Agreement/Lease				Ordinance/Reso	☐
	Subject	Fire Station Design & Construction				Public Mtg / Hrg	☐
	Ordinance/Reso #		Contract #	19-002	Other	☐	
	Project #		Permit #		Quasi-Judicial	☐	
	Department	Fire Department					

Recommendation

Staff recommends that Council authorize the City Manager to sign a contract for Phase I - Fire Station 3 Planning and Design with TCA Architecture Planning in the amount of \$399,161.00.

Motion for Consideration

I move to authorize the City Manager to sign a contract for Phase I - Fire Station 3 Planning and Design with TCA Architecture Planning in the amount of \$399,161.00.

Summary

The City's Capital Improvement Plan (CIP) includes the replacement of Fire Stations 3 and 1, as well as the construction of a new Fire Station 6. The 2019/20 budget includes the design and construction of Fire Station 3 as Phase I of the plan. This contract is for Phase I - Fire Station 3 Planning and Design and some pre-planning aspects of Fire Stations 6 and 1. The work includes design drawings, permit and bid documents, submittal review approvals and project closeout support during the construction phase.

Qualifications were reviewed from five different firms. TCA Architecture Planning was selected based upon previous design experience with the City of Kennewick on Fire Station 5, and similar involvement with other municipal agencies. Additionally, staff was able to negotiate a reduced fee by using TCA's Station 5 design as the foundational model for future station design layouts.

The funding for the design and construction will be through Councilmanic Bonds.

Alternatives

None Recommended

Fiscal Impact

\$399,161.00 - 300.075.54.22.62.03 Capital Improvement Fund

Through	Neil Hines May 15, 11:55:16 GMT-0700 2019	Attachments: 
Dept Head Approval	Vince Beasley May 15, 14:31:59 GMT-0700 2019	
City Mgr Approval	Marie Mosley May 17, 14:48:53 GMT-0700 2019	
		☐ Recording Required?



CONTRACT BETWEEN CITY AND CONSULTANT
FIRE STATION DESIGN FOR CONSTRUCTION

THIS CONTRACT, is made between the City of Kennewick, PO Box 6108, 210 W. 6th Ave., Kennewick, Washington, (hereinafter referred to as the "City"), and TCA Architecture Planning, Inc., 6211 Roosevelt Way NE, Seattle, Washington, (hereinafter called the "Consultant").

WITNESSETH:

1) SCOPE OF WORK AND CONTRACT CONTENTS

- a) The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work for Phase I of this Contract provided in Exhibit A – Scope of Work. The Consultant shall provide sequential design services during the planning, design and construction of up to three Fire Stations:

Phase I – Fire Station No. 3 - \$399,161.00 – This Contract

Phase II – Fire Station No. 6 - \$569,918.00 – Future Work

Phase III – Fire Station No.1 - \$529,407.00 – Future Work

- b) This Contract consists of this Contract, and other documents listed below issued prior to the execution of this contract and all modifications and change orders issued subsequent thereto. These form the entire Contract and all are as fully a part of the Contract as if attached to this Contract or repeated herein. In the event of a conflict between documents the order of precedence will be the order listed below. An enumeration of the Contract documents is set forth below:

(i) This Contract No. 19-002 between the City and Consultant.

(ii) Exhibit A: Scope of Work

(iii) Exhibit B: A/E Fee proposal response submitted by TCA Architecture Planning dated April 25, 2019.

(iv) Exhibit C: Fire Station Project Schedule

2) GENERAL REQUIREMENTS

- a) The Consultant shall attend status, progress, and coordination meetings with the designated City of Kennewick representatives, or such federal, community, state, city or county officials, groups or individuals as may be requested by the City. If additional meetings are requested, the City will provide the Consultant sufficient notice prior to those meetings requiring Consultant participation.

- b) The Consultant shall prepare a monthly progress report if requested, in a form approved by the City, that will outline in written and/or graphical form the various phases and the order of performance of the work in sufficient details so that the progress of the work can easily be evaluated.

3) TIME FOR BEGINNING AND COMPLETION

The Consultant shall not begin any work under the terms of this Contract until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described for Phase I under this Contract for design services by June 1, 2021.

4) PAYMENT

- a) The City shall pay the Consultant an amount not to exceed Three Hundred Ninety-Nine Thousand, One Hundred Sixty-One dollars (\$399,161.00) to complete Phase I services rendered under this Contract. Payment shall be made on a "time and materials" basis. Payment as identified in this section shall be full compensation for all work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Exhibit A, Scope of Work and Exhibit B, Fee Proposal.

- b) Progress payments for the Basic Services in Phase I shall total the following percentages of the total Basic Compensation payable of \$399,161.00

Schematic Design Phase:	Thirteen	percent	(13%)
Design Development Phase:	Twenty	percent	(20%)
Construction Documents Phase:	Thirty-Six	percent	(36%)
Bidding and Negotiation Phase:	Two	percent	(2%)
Construction & Closeout Phase:	Twenty-Nine	percent	(29%)
Total Basic Compensation:	One Hundred	percent	(100%)

- c) Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed (including hours, rate, task, etc.) and include detailed receipts for any invoices.
- d) Partial payments to cover the percentage of work completed may be requested by the Consultant. These payments shall not be more than one (1) per month.
- e) Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations at the government rate, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance.
- f) Reimbursement for extra services/reimbursable expenses are not authorized under this Contract unless detailed in the Scope of Work or agreed upon in writing as a modification to this Contract.

- g) The Consultant will allow access to the City, the State of Washington, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this contract is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5) INDEPENDENT CONTRACTOR

- a) The Consultant, and any and all employees of the Consultant or other persons engaged in the performance of any work or services required of the Consultant under this Contract, are independent contractors and shall not be considered employees of the City. Any and all claims that arise at any time under any Workers' Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the Consultant's employees or other persons engaged in any of the work or services required to be provided herein, shall be the sole obligation and responsibility of the Consultant.

6) OWNERSHIP OF DOCUMENTS

- a) All designs, drawings, specifications, documents, reports and other work products prepared pursuant to this Contract, shall become the property of the City upon payment to the Consultant of the fees set forth in this Contract. The City acknowledges the Consultant's plans and specifications, including all documents on electronic media, as instruments of professional services. The plans and specifications prepared under this Contract shall become the property of the City upon completion of the services and payment in full of all payment due to the Consultant. The City may make or permit to be made any modifications to the plans and specifications without the prior written authorization of the Consultant. The City agrees to waive any claim against the Consultant arising from any unauthorized reuse of the plans and specifications, and to indemnify and hold the Consultant harmless from any claim, liability or cost arising or allegedly arising out of any reuse of the plans and specifications by the City or its agent not authorized by the Consultant.

7) TERMINATION

- a) This Contract may be terminated by either party upon thirty (30) days' written notice. In the event this contract is terminated by the Consultant, the City shall be entitled to reimbursement of costs occasioned by such termination by the Consultant. In the event the City terminates this Contract, the City shall pay the Consultant for the work performed, which shall be an amount equal to the percentage of completion of the work as mutually agreed between the City and the Consultant.
- b) If any work covered by this Contract shall be suspended or abandoned by the City before the Consultant has completed the assigned work, the Consultant shall be paid an amount equal to the costs incurred up to the date of termination or suspension as mutually agreed upon between the City and the Consultant.

8) DISPUTE RESOLUTION

- a) The City and the Consultant agree to negotiate in good faith for a period of thirty (30) days from the date of notice of all disputes between them prior to exercising their rights under this Contract, or under law.
- b) All disputes between the City and the Consultant not resolved by negotiation between the parties may be arbitrated only by mutual agreement of the City and the Consultant. If not mutually agreed to resolve the claim by arbitration, the claim will be resolved by legal action.

9) DEBARMENT CERTIFICATION

- a) The Consultant certifies that neither the Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal or state department or agency. Further, the Consultant agrees not to enter into any arrangements or contracts related to completion of the work contemplated under this Contract with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" which can be found at:
www.sam.gov and
<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/default.asp>

10) VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

- a) In the event that either party deems it necessary to initiate a legal action to enforce any right or obligation under this Contract, the parties agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Benton County. The parties agree that all questions shall be resolved by application of Washington law, and that the parties to such action shall have the right of appeal from such decision of the Superior Court in accordance with the laws of the State of Washington. The Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington situated in Benton County.

11) ATTORNEY'S FEES

- a) The parties agree that should legal action be necessary to enforce any of the provisions of this Contract, that the prevailing party will be awarded its reasonable attorney's fees and costs in action, including costs and attorney's fees on appeal if appeal is taken.

12) INSURANCE

The Consultant shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

- a) No Limitation. Consultant's maintenance of insurance as required by this Contract shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

- b) Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:
1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability insurance appropriate to the Consultant's profession.
- c) Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:
1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
 3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- d) Other Insurance Provisions. The Consultant's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- e) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. best rating of not less than A:VII.
- f) Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements evidencing the insurance requirements of the Consultant before commencement of the work, including, but not limited to, the additional insured endorsement.
- g) Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.

- h) Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

13) INDEMNIFICATION / HOLD HARMLESS

- a) Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant or the Consultant's employees or agents in performance of this Contract, except for injuries and damages caused by the sole negligence of the City.
- b) Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

14) STANDARD OF CARE

- a) The professional services will be furnished in accordance with the care and skill ordinarily used by members of the same profession practicing under similar conditions at the same time and in the same locality.

15) SUCCESSORS OR ASSIGNS

- a) All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that no assignment of the Contract shall be made without written consent of the parties to the Contract.

16) EQUAL OPPORTUNITY CONTRACT

- a) The Consultant agrees that s/he will not discriminate against any employee or job applicants for work under this Contract for reasons of race, sex, nationality, religious creed, or sexual orientation.

17) PARTIAL INVALIDITY

- a) Any provision of this Contract which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.

18) AMENDMENTS

- a) All amendments must be in writing and be approved and signed by both parties.

19) CHANGE IN LAW

- a) The parties hereto agree that in the event legislation is enacted or regulations are promulgated, or a decision of court is rendered, or any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation is published that affects or may affect the legality of this Contract or any part thereof or that materially and adversely affects the ability of either party to perform its obligations or receive the benefits intended hereunder ("Adverse Change in Law"), then within fourteen (14) days following written notice by either party to the other party of such adverse change in law, the parties shall meet to negotiate in good faith an amendment which will carry out the original intention of the parties to the extent possible. If, despite good faith attempts, the parties cannot reach agreement upon an amendment within sixty (60) days after commencing negotiation, then this Contract may be terminated by either party as of the earlier of: (i) the effective date of the adverse change in law, or (ii) the expiration of a period of sixty (60) days following written notice of termination provided by one party to the other.

20) CONFIDENTIALITY

- a) In the course of performing under this Contract, Consultant, including its employees, agents or representatives, may receive, be exposed to, or acquire confidential information. Confidential information may include, but is not limited to, patient information, contract terms, sensitive employee information, or proprietary data in any form, whether written, oral, or contained in any computer database or computer readable form. Consultant shall: i) not disclose confidential information except as permitted by this Contract; ii) only permit use of such confidential information by employees, agents and representatives having a need to know in connection with performance under this Contract; and (iii) advise each of its employees, agents, and representatives of their obligations to keep such information confidential.

21) CHANGES OF WORK

- a) When required to do so, and without any additional compensation, the Consultant shall make such changes and revisions in the completed work of this Contract as necessary to correct or revise any errors, omissions, or other deficiencies in the design, drawings, specifications, reports, and other similar documents which the Consultant is responsible for preparing or furnishing under this Contract.
- b) Should the City find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the Consultant shall make such revisions as directed by the City. This work shall be considered as Extra Work and will be paid for as herein provided under Section 22, Extra Work.

22) EXTRA WORK

- a) The City may desire to have the Consultant perform work or render additional services within the general scope of this Contract. Such work shall be considered as extra work and will be specified in a written supplement to this Contract which will set forth the nature of the

scope, schedule for additional work, additional fees and the method of payment. Work under a supplemental Contract shall not proceed until authorized in writing by the City.

- b) Work under Phase II and III of this contract will be specified in a written supplement to this Contract upon approval of funding.

23) PUBLIC DISCLOSURE

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

This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Contract may be delivered by facsimile or other electronic means and those signatures shall be treated as original signatures for all applicable purposes. The person signing this Contract for TCA Architecture Planning represents that he or she has full and proper authority to do so and to bind the party which they are representing. This Contract will become binding on the date of last execution hereon:

CITY OF KENNEWICK, WASHINGTON:

TCA ARCHITECTURE PLANNING:

Marie E. Mosley
City Manager

Brian J. Harris, Principal

Date Signed: _____

Date Signed: _____

ATTEST:

Printed Name & Title

Terri L. Wright
City Clerk

Address

City, State Zip

Date Signed: _____

Phone: _____

APPROVED AS TO FORM:

Email: _____

Lisa Beaton
City Attorney

Date Signed: _____

Exhibit A

CITY OF KENNEWICK Fire Stations 3, 6, & 1



General

It is the intent that the tasks identified below provide a holistic framework for the sequential design of stations 3, 6, and 1. At each phase, TCA will work with the project team to align the overall project budget with the identified project scopes and adjust program and designs to meet this objective. Percentage of completion will be allocated by each project specific station budget.

TASK 1 Schematic Design - 13% of Basic Service Fee

Services in this phase include:

Services to prepare drawings and documents further developing the conceptual design, scale and relationship of project for approval by the City.

- Provide project administration (project management, meetings, consultant coordination, client
- Tour station 5 and discuss and determine additional lessons learned relative to systems, materials, etc. for incorporation into the future projects.
- From the conceptual plans for each project, develop updated facility concepts for updated estimating of all three projects. From this effort, develop schematic design drawings incorporating comments into developed floor plans, elevations, site plan, and electronic massing model. Submit design drawings to City for review and comment.
- Update furnishings and equipment lists with the City for incorporation into construction documents as Owner or Contractor supplied for estimating purposes.
- Adjust schematic design as required to meet City needs.
- Update and refine outline specifications describing general types of construction materials, HVAC systems and electrical requirements based on new product availability and current code requirements.
- Review and develop documents as required for a conditional use submittal.
- Further research of zoning ordinances and building code for project conformance.
- Obtain preliminary code review of project from the City.
- Comment on City provided cost estimate
- Present drawings to neighborhood (if required).
- Present 30% design documents, including specifications to the City for review and comment.
- Update project schedule.
- Obtain approval from the City to proceed to the next task.

TASK 2 Design Development - 20% of Basic Service Fee

Services in this phase include:

Services to prepare drawings, specifications and other documents to fix and describe the size and character of the entire project, including site and building systems, materials and elements.

- Provide project administration (project management, meetings, consultant coordination, client correspondence).
- Work with Civil Engineer, GeoTech, Traffic Engineer (if required), Surveyor, and Landscape Architect to prepare the Conditional Use Permit and site plan submission.
- Design development of site improvements and building as necessary to define the functional layout and meet the City design goals.

- Develop 24 x 36 design drawings including plans, elevations, sections, wall sections, interior elevations, site plan, site utilities, grading plan, drainage plan, paving plan and landscape plans in conjunction with the other disciplines.
- Update specifications and expand detail.
- Review City provided Owner Contractor Agreement and General Conditions of the Contract.
- Comment on City provided cost estimate
- Submit 60% documents to the City for review and comment.
- Obtain approval from the City to proceed to next task.
- Update project schedule.
- Digital copy of final task deliverable shall be provided.

TASK 3 Construction Documents - 36% of Basic Service Fee

Services in this phase include:

Services to prepare drawings, specifications and other documents setting forth in detail the requirements for permit approval, bidding and construction of the project.

- Provide project administration (project management, meetings, consultant coordination, client correspondence).
- Finalize construction documents.
- Finalize technical specifications.
- Submit 95% documents to the City for review and comment.
- Coordinate construction documents and specifications with project team.
- Coordinate project team as necessary to obtain permit approvals.
- Comment on City provided cost estimate
- Preparation of Project Manual.
- Submit construction documents for permit.
- Respond as necessary to plan check comments.
- Update project schedule.
- Digital copy of final task deliverable shall be provided.

TASK 4 Bidding and Negotiation - 2% of Basic Service Fee

Services in this phase include:

Services to assist the City in issuing bid documents.

- Work with City coordinating the advertisement for bids.
- Coordinate reproduction and delivery of bid documents for bidding with print shop.
- Attend pre-bid conference (as required).
- Respond to and clarify bidder questions by addendum.
- Evaluate bids and recommend lowest responsible bidder to the City.

TASK 5 Construction Administration & Closeout - 29% of Basic Service Fee

Services in this phase include:

Services to administer the construction contract as set forth in the general conditions of the contract for construction.

- Participate in pre-construction meeting.
- Coordinate with the construction manager as needed via date and time certain remote call-in meetings.

- Attendance at site meetings during construction as appropriate for the purpose of coordination and observing general conformance to the design intent.
- Process Supplementary Instructions, Proposal Requests, Change Orders, Change Directives and coordinate issue resolution during the construction phase.
- Respond to contractor questions during construction (Request for Information- RFIs).
- Coordinate consultants to address questions during construction.
- Review submittals and shop drawings.
- Review and process monthly certificates for payment in conjunction with the City's Construction Manager
- Provide pre-final inspection and punchlist.
- Facilitation of Operation and Maintenance Manuals, warranties and guarantees.
- Issue a Certificate of Substantial Completion.
- Provide Final Inspection (Base contract includes two reviews).
- Time of construction administration assumes from Notice to Proceed to 60 days past substantial completion. Work beyond this time period shall be billed as an additional service.

Exhibit B



A/E FEES STATION 1, 3 & 6
4/25/2019

STATION 3-New 12,700 SF approx.	STATION 6- New 16,200 SF approx.	STATION 1- New 15,200 approx.
3 bay base IT Recovery Rm- integrated in SF Lobby Alt- for antique site selected Construction start 2020 12 Mo	3 bay base 4 bay-Alt PW Alt-approx. 3,500 SF site selected Construction start 2021 14 Mo	3 bay base Admin- approx. 2,500SF Expanded fitness room Alt no site selected Construction start 2022 14 Mo

CA Duration to Final Completion- est

Note: All projects need budget reductions which may impact SF/Program

Consultants in Base Fee	Site Visits	Site Visits	Site Visits
Architect- TCA Architecture Planning	16	20	20
Structural	3	3	3
Mechanical	3	3	3
Electrical	3	3	3

FEE BASIS and BREAKDOWN	Fee	Fee	Fee
Design Process- Schematic-Contract closeout*- base station	\$ 294,016	\$ 321,680	\$ 294,016
With PW Addition Station 6	\$ -	\$ 135,000	\$ -
With Admin Addition	\$ -	\$ -	\$ 120,000
Total	\$ 294,016	\$ 456,680	\$ 414,016
Interior Design, Signage Design & Coordination	\$ 6,000	\$ 6,750	\$ 7,000
Civil Engineering- Harms	\$ 22,600	\$ 23,275	\$ 23,975
Civil Engineering-CUP- Harms	\$ 4,800	\$ 4,945	\$ 5,090
Landscape-AHBL	\$ 10,500	\$ 10,815	\$ 11,140
Landscape- CUP- AHBL	\$ 11,250	\$ 11,585	\$ 11,935
TCA-CUP	\$ 6,800	\$ 7,005	\$ 7,215
Data/Communications/Paging/Alert/ Engineering-Integrus	\$ 16,000	\$ 16,000	\$ 16,000
Budget Realignment Estimate at Station 3 SD phase	\$ -	\$ 5,500	\$ 5,500
Traffic Engineering	\$ -	\$ -	\$ -
TCA 10% Management fee of Consultants	\$ 7,195	\$ 7,363	\$ 7,536
Subtotal Fee	\$ 379,161	\$ 549,918	\$ 509,407
Printing/Advertising/Reimbursable Allowance	\$ 20,000	\$ 20,000	\$ 20,000
Postage			
Delivery			
Copies			
Travel			
Total Consultant Fee	\$ 399,161	\$ 569,918	\$ 529,407
Additional CA allowance if required	\$ 21,600	\$ 25,200	\$ 25,200

As-Built by contractor
Assumes utilities available in street
Off-site improvements not included
Signal design not included
Estimating not included

TCA Draft
4/25/19

Page 1 of 2

Council Agenda Coversheet 	Agenda Item Number	3.e.	Council Date	05/21/2019	Consent Agenda	☒	
	Agenda Item Type	Contract/Agreement/Lease				Ordinance/Reso	☐
	Subject	Fire Station Planning and Construction Mgmt				Public Mtg / Hrg	☐
	Ordinance/Reso #		Contract #	19-020	Other	☐	
	Project #		Permit #		Quasi-Judicial	☐	
	Department	Fire Department					

Recommendation

Staff recommends that Council authorize the City Manager to sign a contract for Phase I - Fire Station 3 Planning and Construction Management with Alliance Management & Construction Services in the amount of \$165,335.00

Motion for Consideration

I move to authorize the City Manager to sign a contract for Phase I - Fire Station 3 Planning and Construction Management with Alliance Management & Construction Services in the amount of \$165,335.00.

Summary

The City's Capital Improvement Plan (CIP) includes the replacement of Fire Stations 3 and 1, as well as the construction of a new Fire Station 6. The 2019/20 budget includes the design and construction of Fire Station 3 as Phase I of the plan. This contract is for Phase I - Fire Station 3 Planning and Construction Management, and some pre-planning aspects of Fire Stations 6 and 1. The work includes representing the owner for constructability review, cost estimating, construction oversight and project closeout.

Proposals were received from Alliance Management & Construction Services, Energy Northwest and CKJT Architects. A cross-departmental team selected Alliance Management & Construction Services as the best project team based upon their experience and qualifications, in addition to a reasonable cost proposal that included no supplemental escalators for Fire Stations 6 and 1, should the City pursue future phases of this project. Alliance will support the City's effort to maintain consistency in design and construction that can be utilized for cost savings during the building of Fire Station 3, as well as future stations.

The funding for the design and construction will be through Councilmanic Bonds.

Alternatives

None recommended

Fiscal Impact

\$165,335.00 - 300.075.54.22.62.03 Capital Improvement Fund

Through	Neil Hines May 15, 11:57:28 GMT-0700 2019	Attachments: 
Dept Head Approval	Vince Beasley May 15, 14:33:08 GMT-0700 2019	
City Mgr Approval	Marie Mosley May 17, 14:49:10 GMT-0700 2019	
		☒ Recording Required?



CONTRACT BETWEEN CITY AND CONSULTANT
FIRE STATION CONSTRUCTION MANAGEMENT SERVICES

THIS CONTRACT, is made between the City of Kennewick, PO Box 6108, 210 W. 6th Ave., Kennewick, Washington, (hereinafter referred to as the "City"), and Alliance Management & Construction Solutions, Inc., 6855 W. Clearwater Ave, Suite A101#161, Kennewick, Washington (hereinafter referred to as the "Consultant").

WITNESSETH:

1) SCOPE OF WORK AND CONTRACT CONTENTS

- a) The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work for Phase I. All management plans must ensure that the project intent is met within budget and on time. Consultant performs the management of projects by working to develop a keen understanding of the owner's goals and desires and communicating these ideas to the entire project team. This inclusion is done by providing the leadership to develop and implement a project plan that encourages commitment from participants and holds the entire group accountable. Consultant will provide the oversight to the Fire Station Construction Project by developing a written plan that coordinates the City of Kennewick's goals and needs for the fire stations (as outlined in City Kennewick RFP 19-007). Consultant will assess the project scope to mitigate risk and will monitor the team's performance. Consultant will provide scope management, quality control, schedule and project costs from pre-construction through owner occupancy. Consultant will supply consistent up to date reports to the owner and serve as the primary conduit of project information. Consultant will also provide review of contracts, document control, coordination and control of project activities, negotiation of contract items and the preparation of budgets. Estimates and timelines will be performed by both of Consultant's two Principals, Doug Carl and Earl Eastman. The Consultant shall provide construction management services during the planning, design and construction of up to three Fire Stations as provided in RFP19-007 and Exhibit A:

Phase I – Fire Station No. 3 - \$165,335.00 – This Contract

Phase II – Fire Station No. 6 - \$165,335.00 – Future work

Phase III – Fire Station No.1 - \$165,335.00 – Future work

- b) This Contract consists of this Contract, and other documents listed below issued prior to the execution of this contract and all modifications and change orders issued subsequent thereto. These form the entire Contract and all are as fully a part of the Contract as if

attached to this Contract or repeated herein. In the event of a conflict between documents the order of precedence will be the order listed below. An enumeration of the Contract documents is set forth below:

- (i) This Contract No. 19-020 between the City and Consultant
- (ii) City of Kennewick RFP 19-007
- (iii) Exhibit A: RFP 19-007 proposal response submitted by Alliance Management & Construction Solutions dated April 4, 2019
- (iv) Exhibit B: Fee breakdown submitted by Alliance Management & Construction Solutions dated May 1, 2019

2) GENERAL REQUIREMENTS

- a) The Consultant shall attend status, progress, and coordination meetings with the designated City of Kennewick representatives, or such federal, community, state, city or county officials, groups or individuals as may be requested by the City. If additional meetings are requested, the City will provide the Consultant sufficient notice prior to those meetings requiring Consultant participation.
- b) The Consultant shall prepare a monthly progress report if requested, in a form approved by the City, that will outline in written and/or graphical form the various phases and the order of performance of the work in sufficient details so that the progress of the work can easily be evaluated.

3) TIME FOR BEGINNING AND COMPLETION

The Consultant shall not begin any work under the terms of this Contract until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described for Phase I under this Contract for the construction of the first fire station by June 1, 2021.

4) PAYMENT

- a) The City shall pay the Consultant an amount not to exceed One Hundred Sixty-Five Thousand, Three Hundred Thirty-Five dollars (\$165,335.00) to complete Phase I services rendered under this Contract. Payment as identified in this section shall be full compensation for all work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Exhibit A, Scope of Work and Exhibit B: Fee breakdown.
- b) Progress payments for the Basic Services in Phase I shall total the following percentages of the total Basic Compensation payable of \$165,335.00

Preconstruction & Design Phase:	Forty	percent	(40%)
Construction Phase:	Fifty-One	percent	(51%)
Closeout Phase:	Nine	percent	(9%)
Total Basic Compensation:	One Hundred	percent	(100%)

- c) Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed (including hours, rate, task, etc.) and include detailed receipts for any invoices.

- d) Partial payments to cover the percentage of work completed may be requested by the Consultant. These payments shall not be more than one (1) per month.
- e) Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations at the government rate, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance.
- f) Reimbursement for extra services/reimbursable expenses are not authorized under this Contract unless detailed in the Scope of Work or agreed upon in writing as a modification to this Contract.
- g) The Consultant will allow access to the City, the State of Washington, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this contract is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5) INDEPENDENT CONTRACTOR

- a) The Consultant, and any and all employees of the Consultant or other persons engaged in the performance of any work or services required of the Consultant under this Contract, are independent contractors and shall not be considered employees of the City. Any and all claims that arise at any time under any Workers' Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the Consultant's employees or other persons engaged in any of the work or services required to be provided herein, shall be the sole obligation and responsibility of the Consultant.

6) OWNERSHIP OF DOCUMENTS

- a) All designs, drawings, specifications, documents, reports and other work products prepared pursuant to this Contract, shall become the property of the City upon payment to the Consultant of the fees set forth in this Contract. The City acknowledges the Consultant's plans and specifications, including all documents on electronic media, as instruments of professional services. The plans and specifications prepared under this Contract shall become the property of the City upon completion of the services and payment in full of all payment due to the Consultant. The City may make or permit to be made any modifications to the plans and specifications without the prior written authorization of the Consultant. The City agrees to waive any claim against the Consultant arising from any unauthorized reuse of the plans and specifications, and to indemnify and hold the Consultant harmless from any claim, liability or cost arising or allegedly arising out of any reuse of the plans and specifications by the City or its agent not authorized by the Consultant.

7) TERMINATION

- a) This Contract may be terminated by either party upon thirty (30) days' written notice. In the event this contract is terminated by the Consultant, the City shall be entitled to reimbursement of costs occasioned by such termination by the Consultant. In the event the City terminates this Contract, the City shall pay the Consultant for the work performed, which shall be an amount equal to the percentage of completion of the work as mutually agreed between the City and the Consultant.
- b) If any work covered by this Contract shall be suspended or abandoned by the City before the Consultant has completed the assigned work, the Consultant shall be paid an amount equal to the costs incurred up to the date of termination or suspension as mutually agreed upon between the City and the Consultant.

8) DISPUTE RESOLUTION

- a) The City and the Consultant agree to negotiate in good faith for a period of thirty (30) days from the date of notice of all disputes between them prior to exercising their rights under this Contract, or under law.
- b) All disputes between the City and the Consultant not resolved by negotiation between the parties may be arbitrated only by mutual agreement of the City and the Consultant. If not mutually agreed to resolve the claim by arbitration, the claim will be resolved by legal action.

9) DEBARMENT CERTIFICATION

- a) The Consultant certifies that neither the Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal or state department or agency. Further, the Consultant agrees not to enter into any arrangements or contracts related to completion of the work contemplated under this Contract with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" which can be found at:
www.sam.gov and
<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/default.asp>

10) VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

- a) In the event that either party deems it necessary to initiate a legal action to enforce any right or obligation under this Contract, the parties agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Benton County. The parties agree that all questions shall be resolved by application of Washington law, and that the parties to such action shall have the right of appeal from such decision of the Superior Court in accordance with the laws of the State of Washington. The Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington situated in Benton County.

11) ATTORNEY'S FEES

- a) The parties agree that should legal action be necessary to enforce any of the provisions of this Contract, that the prevailing party will be awarded its reasonable attorney's fees and costs in action, including costs and attorney's fees on appeal if appeal is taken.

12) INSURANCE

The Consultant shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

- a) No Limitation. Consultant's maintenance of insurance as required by this Contract shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- b) Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:
 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability insurance appropriate to the Consultant's profession.
- c) Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:
 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
 3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- d) Other Insurance Provisions. The Consultant's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

- e) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. best rating of not less than A:VII.
- f) Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements evidencing the insurance requirements of the Consultant before commencement of the work, including, but not limited to, the additional insured endorsement.
- g) Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.
- h) Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

13) INDEMNIFICATION / HOLD HARMLESS

- a) Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant or the Consultant's employees or agents in performance of this Contract, except for injuries and damages caused by the sole negligence of the City.
- b) Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

14) STANDARD OF CARE

- a) The professional services will be furnished in accordance with the care and skill ordinarily used by members of the same profession practicing under similar conditions at the same time and in the same locality.

15) SUCCESSORS OR ASSIGNS

- a) All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that no assignment of the Contract shall be made without written consent of the parties to the Contract.

16) EQUAL OPPORTUNITY CONTRACT

- a) The Consultant agrees that s/he will not discriminate against any employee or job applicants for work under this Contract for reasons of race, sex, nationality, religious creed, or sexual orientation.

17) PARTIAL INVALIDITY

- a) Any provision of this Contract which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.

18) AMENDMENTS

- a) All amendments must be in writing and be approved and signed by both parties.

19) CHANGE IN LAW

- a) The parties hereto agree that in the event legislation is enacted or regulations are promulgated, or a decision of court is rendered, or any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation is published that affects or may affect the legality of this Contract or any part thereof or that materially and adversely affects the ability of either party to perform its obligations or receive the benefits intended hereunder ("Adverse Change in Law"), then within fourteen (14) days following written notice by either party to the other party of such adverse change in law, the parties shall meet to negotiate in good faith an amendment which will carry out the original intention of the parties to the extent possible. If, despite good faith attempts, the parties cannot reach agreement upon an amendment within sixty (60) days after commencing negotiation, then this Contract may be terminated by either party as of the earlier of: (i) the effective date of the adverse change in law, or (ii) the expiration of a period of sixty (60) days following written notice of termination provided by one party to the other.

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22) EXTRA WORK

- a) The City may desire to have the Consultant perform work or render additional services within the general scope of this Contract. Such work shall be considered as extra work and will be specified in a written supplement to this Contract which will set forth the nature of the scope, schedule for additional work, additional fees and the method of payment. Work under a supplemental Contract shall not proceed until authorized in writing by the City.
- b) Work under Phase II and III of this contract will be specified in a written supplement to this Contract upon approval of funding.

23) PUBLIC DISCLOSURE

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

This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Contract may be delivered by facsimile or other electronic means and those signatures shall be treated as original signatures for all applicable purposes. The person signing this Contract for Alliance Management & Construction Solutions represents that he or she has full and proper authority to do so and to bind the party which they are representing. This Contract will become binding on the date of last execution hereon:

CITY OF KENNEWICK, WASHINGTON:

ALLIANCE MANAGEMENT &
CONSTRUCTION SOLUTIONS:

Marie E. Mosley
City Manager

Signature, Principal

Date Signed: _____

Date Signed: _____

ATTEST:

Printed Name & Title

Terri L. Wright
City Clerk

Address

City, State Zip

Date Signed: _____

Phone: _____

APPROVED AS TO FORM:

Email: _____

Lisa Beaton
City Attorney

Date Signed: _____



**REQUEST FOR PROPOSAL – 19-007
CITY OF KENNEWICK
FIRE STATION CONSTRUCTION
MANAGEMENT SERVICES**

Proposals due Thursday April 4th, 2019 2:00PM

BACKGROUND AND SCOPE

The City of Kennewick, Washington (“City”) is requesting proposals from qualified firms to provide Construction Management Services (“CMS”) for the planning, design, and construction of up to three new fire stations (“Projects”). It is anticipated that the projects will consist of replacing two aged fire stations and constructing one additional new Fire Station No. 6 within the Southridge development area. The CMS will act as an agent and advocate for the City to provide construction management assistance during the planning, design, and construction phase of these projects.

The City has programed in 23 million dollars of council manic bonds to fund fire station projects within the March 2019 through December 2023 timeframe. It is anticipated that TCA Architecture / Planning, Seattle, Washington will provide architectural services for the projects. Currently, the adopted budget includes phase I, the replacement of Fire Station No.3.

The selected firm shall employ at its expense professionals who are properly trained and practiced in all aspects of project management. The Contract for this work will include duties during the planning, design and construction phases of each project that will include but are not limited to the following:

- 1. Planning and Design Phase** - Coordinate with and make recommendations to the City’s Fire Department and A/E Design Consultant in regards to budget, design and construction feasibility.
 - a.** Maintain accountability of consultants and ensure project milestones are met and report to the City project team at scheduled meetings.
 - b.** Review all documents for completeness and clarity as they are developed and making recommendations with respect to construction feasibility, availability of material and labor, time requirements for procurement and construction, and projected costs.
 - c.** Make recommendations to the City and the A/E Design Consultant regarding the division of work in the plans and specifications to facilitate the bidding and awarding of contracts.

- d. Provide updates to cost estimates for all project costs based on the City's program, the current design, and other available information. Immediately advise the City if the construction costs estimates exceed the latest approved budget. The CMS will use value-engineering principles to make recommendations for corrective measures to the project scope and design.
- e. Coordinate with the A/E Design team and the City during the bidding process of each portion of the Project.
- f. Conduct pre-bid meetings, answer bidder questions and concerns, be familiar with bid documents, and compile lists of items and questions to be forwarded to the City in order to issue a written addendum, with assistance from the A/E Design Consultant.
- g. Assist the City and A/E Design Consultant in evaluating bids for and recommend a bid award to the City.
- h. Assist the City in the selection of consultants for geological testing, surveying, construction testing and other special consultants. The CMS will coordinate the work of these special consultants.

2. Construction Phase – Act as the City's agent in administering the construction contracts and advising on all construction matters for each project:

- a. Coordinate administration of the contracts for construction in coordination with the A/E Design team and City.
- b. Assist in conducting pre-construction meetings.
- c. Establish procedures for coordinating among the City, A/E Design Consultant, contractors and CMS with respect to all aspects of the Project and make daily progress reports.
- d. Observe the work, up to daily when required, as it is being performed for conformance with drawings and specifications and participating in weekly job meetings to ensure orderly progress of the work, including, recommending various courses of action when construction contractors are not performing work in accordance with contract documents. The CMS in consultation with the City and A/E Design team may reject work that does not conform to the requirements of the contract documents.
- e. Report on potential schedule and budget variances and impacts. Recommend potential solutions.
- f. Meet with the City as required.
- g. Evaluate and make recommendations on contractor's payment applications and change requests.
- h. Assist the Architect and the City in preparing and negotiating requested project changes.
- i. Evaluate and track requests for information and responses. Advise the City as to the status and criticality of the RFI's, including changes to scope of work.
- j. Monitor and report the progress of contractor's submittals and architects review to ensure timely submittal and approval relative to the construction schedule.
- k. Track and report on construction costs and maintain a detailed construction cost records to ensure projects are delivered on time and within budget.
- l. Work with the City's Fire Department and the General Contractor to ensure all project safety measures are following rules and regulations.
- m. Review the contractor's final testing and start up utilities, operational systems and equipment, record drawings, manuals and coordinate the training of City personnel.
- n. Assist the A/E Design team in determining when each contractor's work or a designated portion of that work is substantially complete, review of punch list and ensuring it's completion by the General contractor.

- o. Coordinate and resolve all warranty complaints to the satisfaction of the City during the general warranty period or any longer special warranty period, as well as conduct a post-occupancy walkthrough with the City no later than three (3) months after the date of substantial completion.

SUBMITTAL REQUIREMENTS

1. General Requirements

Proposals are due on or before **Thursday April 4th, 2019 2:00PM.**

Questions and inquiries shall be submitted in writing via email to Tim Corrigan at tim.corrigan@ci.kennewick.wa.us. All questions should be submitted four (4) days prior to deadline for submittal. The City may not answer, at its sole discretion, questions submitted later.

Proposals must be submitted electronically in pdf format (no facsimile) as follows:

Email to: Tim Corrigan, tim.corrigan@ci.kennewick.wa.us

Hand delivery, courier or mail: Purchasing Division, Tim Corrigan
RFP19-007
414 E 10th Avenue,
Kennewick, WA 99336

Only qualifications and proposals received by the deadline will be reviewed by the City, and selected firms may be invited to meet with selected city officials to discuss their proposal.

The City assumes no responsibility for delays caused by any delivery method or service.

All submittals and any accompanying documentation become the property of the City, become public information upon receipt and will not be returned.

All proposals received shall remain confidential until, 1) a contract, if any, resulting from this RFP is signed by the City and a Consultant; or 2) a decision of no award is made, thereafter the proposal shall be deemed public records as defined in RCW 42.56 et seq.

In the event a Consultant desires to claim that portions are exempt from disclosure under the provisions of RCW 42.56 et seq, it is incumbent upon the Consultant to identify those portions in the Consultants proposal transmittal letter. The transmittal letter must identify the page and the particular exception(s) from disclosure upon which it is making its claim. Each page claimed to be exempt from disclosure must be clearly identified by the word "confidential" printed on the lower right hand corner of the page. The City will consider a Consultant's request(s) for exemption from disclosure; however, the City will make an independent decision predicated upon applicable laws. An assertion by a Consultant that an entire volume of its proposal is exempt from disclosure may not be honored.

If the City receives a public records request related to this RFP and/or for documents and/or materials provided to the City as a result of this RFP, generally such information will be a public record and must be disclosed to the public records requester. However, the City agrees to notify

the Consultant if it receives such a public records request and the date the City plans to release the records. If the Consultant fails to obtain a protective order from the applicable court prior to the time the City releases the records to the public records requester, the Consultant shall be deemed to have given the City full authority to release the records on the date specified, and the Consultant understands it has thereby waived all rights to challenge the disclosure in any forum.

The City shall consider only responsible Consultants. Responsible Consultants are those that have, in the sole judgment of the City, the financial ability, experience, resources, skills, capability, reliability and integrity necessary to perform the requirements of the contract. The City may also consider references, financial stability, and any other information available to the City. Firms with an owner convicted within the past ten years of a crime that impugns honesty or integrity, or with unsatisfied tax or judgment liens, are ineligible to participate and shall not submit.

The final selection, if any, will be that proposal which, in the opinion of the City after review of all submissions by an evaluation committee, best meets the requirements set forth in the RFP and is in the best interests of the city

The City reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Consultant can propose.

The City shall not be liable for any cost to which a responding party may incur in connection with the preparation or presentation of its proposal.

All proposals received shall remain confidential until, 1) a contract, if any, resulting from this RFP is signed by the City and a Consultant; or 2) a decision of no award is made, thereafter the proposal shall be deemed public records as defined in RCW 42.56 et seq.

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Consultant is specifically notified that failure to comply with any part of the Request for Proposal may result in rejection of the proposal as non-responsive.

Submission of proposals should be no longer than 25 pages excluding appendices on eight and one-half by eleven (8 ½ X 11) inch paper, separated into major sections.

2. Statement of Qualifications and Fee Proposal

Please provide a specific and precise proposal to include your qualifications and relevant experience in providing the scope of services requested. Your proposal should include/address the following:

- a. Contact information;
- b. Brief history and general overview of the company;
- c. Relevant project experience and listing of at least three projects completed for a public agency (Include project name, location, brief description, year completed, project contacts (A/E Design Consultant, Public Entity, and General Contractor); and construction costs,);
- d. Project Management Plan and Key Personnel.
 - i. Provide a written description of the Company's management plan that defines the proposed management approach to the Project.
 - ii. Provide resumes of the Company's key professional staff, including pre-construction and construction phase personnel, and descriptions of the roles and responsibilities those individuals would be responsible for on this Project.
 - iii. Describe the company's approach to cost estimating, control, and value engineering capabilities, techniques and reporting methods throughout the project.
 - iv. Describe the company's capabilities for reviewing documents for completeness, clarity and constructability.
 - v. Describe the company's approach to coordination with the A/E Design Consultant team and General Contractor during the design and construction phases.
 - vi. Describe the company's procedures for reviewing change orders, proposal requests and submittals from the A/E team and contractor.
 - vii. Describe the company's approach to resolving project issues.
- e. Proposed Compensation.
 - i. Provide and justify a proposed fee schedule tied to each fire station (3 phases) and the related project milestones. Assume each station will be designed, bid and built separately over 48 months. It is intended that the resulting contract will be an hourly not to exceed type fee.
 - ii. Identify all costs Consultant will charge for performing the tasks necessary to accomplish the objectives of this RFP. The costs must breakout all expenses expected to be billed to the City. Provide a cost proposal which includes the estimated number of project work hours by each task/requirement, and the cost of each task/requirement. Include a list of hourly rates of proposed project team members.

Any additional information that you wish to submit should be included in a separate section marked "Supplemental Information."

3. Evaluation and Selection

The City will evaluate proposals using, but not limited to, the following criteria (not listed by priority):

- a. Ability to successfully complete the project on time and within budget.
- b. Experience with construction site monitoring.
- c. Experience with the successful completion of similar projects.
- d. Experience and results of proposed personnel.
- e. References
- f. Knowledge of local construction conditions and codes.
- g. Experience in public sector contracting requirements.
- h. Contract administration experience.
- i. Proposed compensation.

The City intends to award the CMS Services Contract to the qualified firm that best demonstrates the commitment and application of experience, resources and methods to the requirements of the Project. The written response to this RFP will be used to evaluate each company's qualifications. A short list of firms may be selected for interviews.

Upon selection of a company, the City and selected company shall attempt to negotiate a contract for construction management services. If an agreement cannot be reached, the City will end negotiations with the selected company and may enter into negotiations with the next most qualified company.

The City reserves the right to reject any and all proposals, to waive any informality or for any other reason, including the inability to negotiate a contract for the type of services required for the project at a price determined by the City to be fair and reasonable.

The City reserves the right to negotiate any and all elements of this proposal.

The City may re-evaluate the necessary construction management services, including the scope and reasonable fee requirements.



Proposal for Construction Management Services for
City of Kennewick Fire Stations
RFP 19-007



Alliance Management & Construction Solutions

Earl Eastman and Doug Carl

6855 W. Clearwater Ave., Suite A101 #161
Kennewick, WA 99336

509.222.9800 and 509.430.8295

alliancemcs.com



April 4, 2019

City of Kennewick – Purchasing Division
Attn: Tim Corrigan
414 East 10th Avenue
Kennewick, WA 99336

RE: RFP 19-007 for Construction Management Services for Fire Stations Projects

Tim Corrigan,

Thank you for providing Alliance Management & Construction Solutions the opportunity to submit our proposal for Construction Management Services for the City of Kennewick Fire Stations Project. After several meetings with Chief Neil Hines, we are very excited about the opportunity of working with the City of Kennewick and the Kennewick Fire Department to ensure the successful completion of all 3 stations. Below

Professional strengths Alliance Management & Construction Solutions offers include:

- Combined expertise of over 50 years in Construction Management services through the “design-bid-build” process reflected in over one million square feet and a quarter of a billion dollars in named projects
- Projects successfully completed with several public agency owners throughout the Inland Northwest
- Detail oriented oversight of project budgeting and expenditures, as well as quality assurance/control reporting, contractor change orders, pay applications, substitution requests, etc.
- Vast knowledge of the Eastern Washington general contractor/subcontractor communities and their construction practices
- Proven history of completing small and large, renovation and new construction projects with a variety of regional design firms
- Availability to lead the design process including planning and coordination meetings, community outreach, as well as reporting to the school board and other stakeholders
- Strong leadership and proven experience working with Authorities Having Jurisdiction

What makes Alliance stand apart from most Construction Management Service companies is our diligence and foresight throughout the design and construction process.

In addition to traditional Construction Management and Owner Representation Services, we strive to provide added value to clients through an assortment of additional service options including:

- 1. Utilizing drones to provide construction progress video updates and aerial photography**
- 2. Construction site progress photostaken daily and hosted on our website via a sub-domain specific to the project**
- 3. Pre-wall cover documentation photographs for your records in the event that troubleshooting or adjustments to underlying structures are necessary**
- 4. Percolation testing to verify the design's capacity for underground drainage systems to pre-diagnose potential flood hazards**

In selecting Alliance as your agent and advocate, you are selecting a partner who understands how to build a successful and lasting relationships. Our approach to teamwork is rooted in establishing respect and trust through honesty, attention to detail, and successfully fulfilling our obligations.

We look forward to the opportunity to partner with and serve the City of Kennewick as your Construction Manager.

Respectfully,

Earl Eastman and Doug Carl, Principals

Alliance Management & Construction Solutions, LLC, Co.



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Company Overview

Alliance Management & Construction Solutions was founded to provide construction and project management expertise to School Districts and other public agencies in the Columbia Basin. We offer our clients over 50 years combined experience, represented in millions of square feet built, and a quarter of a billion dollars spent for multiple successfully completed works. No matter the size of a project, every client is assured the guiding hand of an Alliance Principal to ensure the best possible outcome, and the best possible product. We understand better than most how critical it is to use voter tax dollars in the most efficient and effective way.

The Principals of Alliance, Earl Eastman and Doug Carl, together cover the spectrum of responsibilities in every design-bid-build project, from the 20+ years of construction management experience Earl brings, to Doug's 30+ years rising through the Kennewick School District to serve as the Director of Capital Projects and Planning for more than a decade. Alliance offers a unique perspective and understanding of exactly what a School Districts as well as other public agency owner's needs are today and for the future.

In addition to their expert leadership, Alliance maintains long term, successful relationships with a variety of outside consultants. These consultants possess specialized technical skills to meet the specific requirements of every project, and client needs.

Professional Services Alliance can procure, manage, or coordinate in behalf of our clients include:

- Real Estate Analysis and Property Acquisition
- Property Feasibility Study
- Energy Audits/Analysis
- Professional Services Procurement including:
 - o Architectural design services
 - o Engineering design services
 - o Cost Estimating
 - o Scheduling
 - o Constructability Reviews
 - o Value Engineering Analysis
 - o Special Inspections and Testing services
 - o Building Commissioning



Contact Information

Alliance Management & Construction Solutions, LLC, Co. 6855
W. Clearwater Ave., Suite A101 #161
Kennewick, WA 99336

Earl Eastman, Principal

- 509.222.9800
- earl@alliancemcs.com

Doug Carl, Principal

- 509.430.8295
- doug@alliancemcs.com

Established March 2017

Project Management Approach

All management plans must ensure that the project intent is met within budget and on time. Alliance performs the management of projects by working to develop a keen understanding of the owner's goals and desires and communicating these ideas to the entire project team. This inclusion is done by providing the leadership to develop and implement a project plan that encourages commitment from participants and holds the entire group accountable.

Alliance will provide the oversight to the Fire Station Construction Project by developing a written plan that coordinates the City of Kennewick's goals and needs for the fire stations. Alliance will assess the project scope to mitigate risk and will monitor the team's performance. Alliance will provide scope management, quality control, schedule and project costs from pre-construction through owner occupancy. Alliance will provide consistent up to date reports to the owner and serve as the primary conduit of project information. Review of contracts, document control, coordination and control of project activities, negotiation of contract items and the preparation of budgets, estimates and timelines will be performed by both of Alliance's two Principals. Doug Carl and Earl Eastman will provide all of the necessary project management for the Fire Station Project.

Resumes and references for both Doug and Earl are included with this proposal.



Relevant Public Agency Project Experience

\\ Kennewick School District's - Mid-Columbia Partnership

Design Team: MMEC Architects
7601 W. Clearwater Ave.
Kennewick, WA

General Contractor: Chevenell Const.
Construction Costs: \$5,805,500
Year Completed: 2018

This project included renovating the old gymnasium building at the original Desert Hills Middle School site into the Mid-Columbia Partnership's new homeschool building. The building was approximately 24,000 square feet and the construction budget was approximately \$5,500,000. The building renovation included space for classrooms, a gymnasium, a cafeteria, administrative offices, as well as family teaching and meeting spaces.

\\ Columbia School District Bond Program Projects

Design Team: Design West Architects
7513 Kennewick Ave.
Kennewick, WA

General Contractor: TW Clark
Construction Costs: \$2,514,000
Year Completed: 2018

This 2016 \$4.5 million Bond program included multiple project that were combined into one public bid and construction project. The Alliance scope of work includes establishing an overall project schedule and budget, hiring the design team, overseeing the design process/deliverables, hiring the general contractor, special inspection services, testing services, and overseeing the construction process.



Umatilla School District Bond Program

Projects included in this Bond Program included:

- McNary Heights Elementary School kitchen renovation and upgrades, and existing facilities remodel
- McNary Heights Elementary School new gymnasium building
- Clara Brownell Middle School major renovation including new mechanical and DDC systems, new electrical, new windows, new interior finishes, and safety and security improvements
- Umatilla High School safety and security upgrades, remodel Umatilla High School new DDC systems, remodel

Design Team: Design West Architects
7513 Kennewick Ave.
Kennewick, WA

General Contractor: Chervenell Const.
Construction Costs: \$10,500,000
Year Completed: 2019

The 2016 \$10.5 million Bond included one new building; upgrades to safety and security for three schools; and remodels of five school buildings. The Alliance scope of work includes hiring the design team, overseeing the design process and deliverables. Hiring the general contractor and providing quality assurance. Fully representing the District as the Owner's Representative and Construction Manager.



Kennewick School District Amon Creek Elementary

Design Team: MMEC Architects
7601 W. Clearwater Ave.
Kennewick, WA

General Contractor: Chevenell Const.
Construction Costs: \$18,613,000
Year Completed: 2018

Why was a new Kennewick school building built in Richland? Amon Creek Elementary has been built within the boundaries of the Kennewick School District. School district boundaries sometimes include multiple city addresses.

School Location: 18 Center Parkway, Richland WA 99352

Building Square Feet: 76,664

Spaces: 38 classrooms, gym, cafeteria, library, music room, flexible learning space, computer lab, two reading rooms, and playground.

Funding: A combination of local bond funds and a K-3 Class Size Reduction Grant from the state.

Kennewick School District Fuerza Elementary

Design Team: MMEC Architects
7601 W. Clearwater Ave.
Kennewick, WA

General Contractor: Fowler G.C.
Construction Costs: \$17,015,000
Year Completed: 2018

Dual Language Elementary School: Fuerza Elementary is the first fully dedicated dual language school building in the Kennewick School District.

School Location: 6011 W. 10th Place, Kennewick -- Former campus of Desert Hills Middle School

Building Square Feet: 66,338

Classroom Spaces: Thirty classrooms with an enlarged gym and additional specialist and office space. The design is based on Westgate Elementary and Amon Creek Elementary.





Earl Eastman

PRINCIPAL

Skill Summary

- Team management/Team building experience
- Project and Operations management experience
- Subcontractor hiring, negotiation and management experience
- Job site procurement, safety, and scheduling
- Business development skills

Experience

Principal

Alliance Management & Construction Solutions, LLC, Co. – Kennewick, WA

2017 – present

- Manage public procurement processes to hire general contractors
- Hire specialty consultants and special inspectors as needed
- Responsible for quality assurance/control
- Monitor construction schedule providing risk assessment
- Monitor all communications between design team and general contractor
- Make day-to-day decisions on behalf of clients
- Review and approve change order requests, pay applications, substitution requests, etc.

Project Manager

Balfour Beatty Construction – Umatilla, OR

2016 – 2017

- Management of work inside highly secure “red zone” areas within multiple “Mission Critical” data centers
- Simultaneously manage multiple projects with budgets ranging from \$1,000 to \$1.7 million
- Prepare estimates, contracts, schedules and manage projects

Operations Manager

Bruce Mechanical, Inc. – Kennewick, WA

2013 – 2016

- Management of commercial and residential HVAC teams in: Tri-Cities, Eastern OR, and Parker, CO
- Responsible for day to day operations including marketing, human resources, safety/claims management, job cost forecasting
- Development and implementation of strategic plan for new branch office in Parker, CO

Project Manager/Business Development

Bouten Construction Company—Kennewick, WA

2010 – 2013

- Prepared RFP and SOQ responses
- Led bid efforts and assisted with pre-construction and planning services
- Pre-construction management of large contracts ranging from \$5 million to \$35 million

Project Manager

Lydig Construction, Inc.—Spokane, WA

2005 – 2010

- Lead role in organizing bid team, estimating Div. 1-16, contracting, subcontracting, scheduling, procurement, management and close-out
- Contract negotiation, design-build, public and private hard bids Prepared project budgets ranging from \$50,000 to \$6 million
- Business development, cost estimation, documents and communication, scheduling, quarterly profit reports, cost control, productivity management, and recruitment of interns and new hires

Education and Computer Skills

- Bachelor of Science—Construction Mgmt.—WA State University, Pullman, WA 2005
- GC/CM Training and Certification – AGC of Washington 2010
- USGBC LEED Green Associate Certificate 2011
- Lean Construction Institute—Pull Planning Training, etc. 2013
- Proficient in: Excel, LEED, Suretrack, Microsoft Project

Professional References

Heidi Sipe, Superintendent
Umatilla School District
▪ 541.922.6501
▪ sipeh@umatillasd.org

Randy Nunamaker, Director
of Capital Projects
Pasco School District
▪ 509.547.2136
▪ rnunamaker@psd1.org

Brandon Wilm, Principal Design West Architects
▪ 509.783.2244
▪ bwilm@designwestwa.com

Brandon Mayfield, General Manager
Chervenell Construction
▪ 509.735.3377
▪ bmayfield@chervenell.com



Douglas M. Carl

PRINCIPAL

Skill Summary

Project Management and long-range facility planning experience

Construction Management experience

Over 30 years experience working with school districts, includes 10 years as a building administrator

Excellent Communication, Negotiation Skills

Experienced in bid packaging, data analysis, budget building and evaluation strategies Construction experience as a builder/owner

Proven record of successful long term professional relationships, team building

Experience

Principal

Alliance Management & Construction Solutions, LLC, Co. – Kennewick, WA

2018 – present

Project Director responsible for all pre-planning stages of construction projects

Owner advocacy

Data analysis and long-range planning

Communications Officer for owner and community stakeholders regarding plans and strategies

Director

Capital Projects & Planning – Kennewick School District – Kennewick, WA

2005 – 2018

Criteria development for professional services and consultants Contract negotiation

Preparation and delivery of complex reports and presentations to various stakeholder groups Communications

Officer for contractors and consultants

Preparation of budgets, monitoring and reporting of progress to supervisors and School Board members

Principal

Edison Elementary – Kennewick School District – Kennewick, WA

1998 – 2005

Management of team of 60 staff members with a variety of skill sets and responsibilities Creation of expectations for quality work and follow-up to ensure policy adherence

Set performance goals and evaluated strategies to analyze team progress Research, development and presentation of data and plans

Assistant Principal

Desert Hills Middle School—Kennewick School District—Kennewick, WA

1995 – 1998

- Design and delivery of instructional activities for staff
- Facilitation of small group sessions to generate ideas and consensus for projects
- Communication of company goals and expectations
- Accurate record keeping and processing of paperwork

Co-Owner/Builder

Parkwood Construction—Kennewick, WA

1994 – 1998

- Development of budgets and allocation of resources
- Monitoring of project progress, time-lines, and adjustments
- Project close-out and follow-up with homeowners
- Review of community data and analysis for growth and trends

Education and Computer Skills

- Bachelor of Arts—Government—Eastern Washington University, Cheney, WA 1984
- Masters—Professional Education—Heritage College, Toppenish, WA 1994
- Administrative Credentials K-12—Heritage College, Toppenish, WA 1995
- Proficient in: Microsoft Word, Excel, and Powerpoint; Adobe Acrobat; and Procore

Professional References

Dave Bond, Superintendent
Kennewick School District
▪ 509.554.3243
▪ dave.bond@ksd.org

Cary Roe, Public Works Director
City of Kennewick
▪ 509.221.8810
▪ cary.roe@ci.kennewick.wa.us

William Bouten, Owner
Bouten Construction
▪ 509.370.4148
▪ billb@boutenconstruction.com

Doug Mitchell, Principal
MMEC Architecture
▪ 509.994.1241
▪ doug@mmeccarchitecture.com



References

Dave Bond, Superintendent
Kennewick School District

1000 W. 4th Ave.
Kennewick, WA 99336

- 509.554.3243
- dave.bond@ksd.org

Heidi Sipe, Superintendent
Umatilla School District

1001 6th St.
Umatilla, OR 97882

- 541.922.6501
- sipeh@umatillasd.org

Randy Nunamaker, Executive
Director of Capital Projects
Pasco School District

1215 West Lewis St.
Pasco, WA 99301

- 509.543.6096
- rnunamaker@psd1.org

Fee Schedule & Hourly Rates

Station 3

1. Preconstruction Services: \$66,560
2. Construction Management Services: \$84,375.00
3. Project Closeout Services: \$14,400
 - Total: \$165,335

Station 6

1. Preconstruction Services: \$66,560
2. Construction Management Services: \$84,375.00
3. Project Closeout Services: \$14,400
 - Total: \$165,335

Station 1

1. Preconstruction Services: \$66,560
2. Construction Management Services: \$84,375.00
3. Project Closeout Services: \$14,400
 - Total: \$165,335

Total Combined Fee: \$496,005

The menu below provides hourly rates for professional services at varying levels:

Capital Facilities & Bond Director \$175/hr

Oversees all aspects of current or future Bond programs, including: strategic and long-term planning, scheduling and budgeting, land acquisition, D-Form process management, facility assessments, Education Specification process management, design team procurement and management, and oversight of Construction Monitors and Project Managers.

Construction Manager \$160/hr

Engages project during design phase. Can oversee multiple Construction Monitors, Project Managers as well as separate major or minor projects for the District simultaneously. The Construction Manager is able to fully represent the District and has full decision-making authority over items such as pay applications, change order requests, substitution requests, etc.

Project Manager \$125/hr

Engages project during the design phase and continues through owner occupancy. Monitors progress on the job site through daily site inspections, attends all on-site construction progress meetings, takes daily work progress photos, and provides daily construction activity reports. Daily reports include: subcontractor activity detail, detailed report of manpower on site, daily weather detail, AHJ and Special Inspections activity, general notes regarding overall progress, delays, etc. The Project Manager reviews and tracks all correspondence between the General Contractor and the Architect and makes recommendations to the District on pay applications, change orders, substitution requests, etc.

Construction Monitor \$85/hr

Monitors progress on the job site through daily site inspections, attends all on-site construction progress meetings, takes daily work progress photos, and provides daily construction activity reports.

Exhibit B

Construction Management for City of Kennewick Fire Stations

Alliance Fee Breakdown

Preconstruction & Design Phase		Total Phase Fee \$66,560		
Project Phase	Duration/Months	CM Cost per Phase	CM Cost per Month	
SD Phase	2.5	\$ 16,640	\$	6,656
DD Phase	2	\$ 13,312	\$	4,437
CD Phase	5	\$ 19,968	\$	3,994
Bidding Phase	2	\$ 16,640	\$	8,320

Construction Phase		Total Phase Fee \$84,375		
	Duration/Months	CM Cost per Phase	CM Cost per Month	
	10	\$ 84,375	\$	8,437

Closeout Phase		Total Phase Fee \$14,400		
	Duration/Months	CM Cost per Phase	CM Cost per Month	
	2	\$ 14,400	\$	7,200

Council Agenda Coversheet



Agenda Item Number	3.f.	Council Date	05/21/2019
Agenda Item Type	Contract/Agreement/Lease		
Subject	O&M Road & Storm Pond Easement Agreement		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Public Works		

Consent Agenda	☒
Ordinance/Reso	☐
Public Mtg / Hrg	☐
Other	☐
Quasi-Judicial	☐

Recommendation

Authorize the Mayor to sign an easement agreement for the Operations & Maintenance Road and Storm Pond constructed as part of the Bob Olson Parkway project.

Motion for Consideration

I move to authorize the Mayor to sign an easement agreement for the Operations & Maintenance Road and Storm Pond constructed as part of the Bob Olson Parkway project.

Summary

As part of the construction of the Bob Olson Parkway project, a new sanitary sewer line, storm sewer line, and stormwater pond was constructed along with an associated O&M access road, across property owned by Bauder-Young Properties, LLC. The improvements serve both the public and also Bauder-Young properties.

This agreement formalizes the conditions for the construction improvements and easement agreement. The agreement has been reviewed and approved by the City Attorney.

Alternatives

None recommended.

Fiscal Impact

The City agrees to reimburse the developer to raise manholes and pave the O&M Road at a future date as needed.

Through

Dept Head Approval

City Mgr Approval

Cary Roe
May 14, 19:01:24 GMT-0700 2019

Marie Mosley
May 16, 15:44:38 GMT-0700 2019

Attachments: Agreement

☒ Recording
Required?

Return to:

City Clerk's Office
City of Kennewick
P. O. Box 6108
Kennewick, WA 99336

**EASEMENT AGREEMENT
BETWEEN
CITY OF KENNEWICK
AND
BAUDER-YOUNG PROPERTIES, LLC
O&M ROAD AND STORM POND**

This Agreement is made by and between the CITY OF KENNEWICK, a Washington municipal corporation (hereinafter "City"), and BAUDER-YOUNG PROPERTIES, LLC, a Limited Liability Company, organized under the laws of the State of Washington, (hereinafter "Owner"), with the consent of BYK DEVELOPMENT LLC, a Limited Liability Company, organized under the laws of the State of Washington, (hereinafter "Developer"). or assigns.

WHEREAS, the City has recently completed construction of Bob Olson Parkway and Hildebrand Boulevard, which is a major five-lane arterial running east and west through an area known as Southridge in the City of Kennewick; and

WHEREAS, the City installed water, sewer and storm facilities as a part of the Bob Olson Parkway project; and

WHEREAS, the Owner is the owner of property which abuts Bob Olson Parkway; and

WHEREAS, a portion of the City's sanitary sewer and stormwater facilities, an access road for operations and maintenance of the sewer and storm drain, as well as a storm pond, were constructed on Owner's property; and

WHEREAS, Developer has an economic interest in the disposition of some of Owner's property; and

WHEREAS, the City is seeking an easement for the above-described infrastructure and the Owner is requesting compensation as described below in exchange for granting said easements; NOW, THEREFORE,

THE PARTIES AGREE HERETOFOR AS FOLLOWS:

I. EASEMENT AGREEMENT TERMS

A. The CITY agrees to:

1. Pay for the raising of sanitary sewer and stormwater manhole structures in the O&M Road to match the future revised grade level, whenever in the future, if at all, the Owner raises the elevation of the O&M Road area for their own purposes.
2. Reimburse the Owner or the Developer, as the case might be, for common costs incurred in paving the 20-foot wide O&M Road area. In the event the paving is incorporated with a larger paving project (such as with the adjacent commercial property), then costs common to paving work done on both parcels will be prorated based on square footage.

3. Within 18 months of execution of this agreement, (i) complete construction of the Stormwater Pond to the correct depth per the original engineer's design, (ii) landscape around the Stormwater Pond with fractured basalt rock to the top of the pond outlet elevation, (iii) hydroseed the slopes with native dryland grasses above this elevation. Use additional fractured basalt rock above this elevation if the hydroseed does not propagate and cover the slope. Provide the ongoing maintenance of the Stormwater Pond until such a time, if ever, as any of Owner's property is connected to and discharging into the Stormwater Pond. Upon Owner's property being connected to the Stormwater Pond for the purpose of discharging water from Owner's adjacent property into the Stormwater Pond, Owner or their assigns will take over the on-going maintenance of the Stormwater Pond; thereafter the City agrees to provide for the removal of accumulated sediment from the bottom of the Stormwater Pond, as needed following large rainfall events that exceed a 25-year/24-hour frequency.
4. Developer intends to use the O&M Road as an extension of the adjacent commercial property for parking purposes. The easement overlays both residential zoning and a small section of commercial zoning. The current residential zoning for the road prohibits this use. The parties acknowledge that City staff does not have the authority to change the zone for the O&M Road administratively. A change of zone for the road will require a series of amendments to change: (a) the land use designation in the Comp Plan; (b) the zoning from residential to commercial; (c) the residential subdivision (Pre-Plat) where the majority of the O&M Road is situated; and (d) the boundary line between the residential parcel and the commercial parcel. City staff agrees to support and recommend approval of the amendments noted above.

B. The OWNER agrees to:

1. Within 30 days of the execution of this Easement Agreement, provide the City a signed Easement Deed for each parcel, 1-0789-400-0001-003 and 1-0789-400-0001-006, which dedicates a perpetual non-exclusive access and utility easement to the City for purposes of operating and maintaining sanitary sewer and stormwater facilities within the O&M Road area, as defined on attached Exhibits A1 and A2.
2. Within 30 days of the execution of this Easement Agreement, provide the City a signed Easement Deed which dedicates an uninterrupted non-exclusive perpetual stormwater easement to the City for purposes of allowing stormwater from the Bob Olson Parkway to flow through the Stormwater Pond during rainfall events that exceed a 25-year/24-hour frequency, and allow the City access to maintain the pond per Section I.A.3 above, and thereafter to remove accumulated sediment from the bottom of the Stormwater Pond as needed for those large rainfall events. The area of the easement is defined on attached Exhibit B.
3. Raise the elevation of the O&M Road area to match their adjacent commercial property at the Developer's option.
4. Consistent with Section I.A.3 above, upon taking over the maintenance of the Stormwater Pond, Owner or its assigns will perform all maintenance of the Stormwater Pond for rainfall events that are less than a 25-year/24-hour frequency.

II. GENERAL TERMS

1. The Owner and Developer agree the above-described easement agreement terms provide each of them adequate consideration for the conveyance by Owner of the easements to the City by Deed.
2. The City agrees to record the three Easement Deeds at the City's expense.
3. The City agrees to pay the invoice for the City's share of the paving costs for the O&M Road and raising of the sanitary sewer and stormwater manholes within 30 days of the

date of the invoice, whenever in the future the Owner or Developer paves the road and if the Developer raises the elevation of the O&M Road area for their own purposes.

4. The term of this Agreement shall begin on the date signed by both parties and shall remain in effect so long as the Easements anticipated herein are in effect.

This Agreement constitutes the entire agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modifications of this Agreement shall be valid or effective unless evidenced by an Agreement in writing signed by both parties.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Agreement, the parties agree to the venue and jurisdiction of Benton County Superior Court. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney fees incurred in defending or bringing such claim or lawsuit, including appeals, in addition to any other recovery or award provided by law.

6. All communications regarding this Agreement shall be sent to the parties at the addresses noted below. Any written notice hereunder shall become effective three business days after the date of mailing by regular, registered or certified mail, and shall be deemed sufficiently given if sent to the addressee stated in this Agreement or such other address as may be hereafter specified in writing.

Owner: Bauder-Young Properties, LLC.
2064 Morency Drive
Richland, WA 99352

Developer: BYK Development LLC managed by:
F-L Management, Inc.
1505 NE Village Street
Fairview, OR 97024

City of Kennewick: Cary M. Roe, P.E.
Public Works Director
City of Kennewick
210 W. 6th Ave.
Kennewick, WA 99336

IN WITNESS WHEREOF, the parties below execute this Agreement, which shall become effective on the last date entered below.

DATED this _____ day of _____, 2019.

CITY OF KENNEWICK

DON BRITAIN, Mayor

Attest:

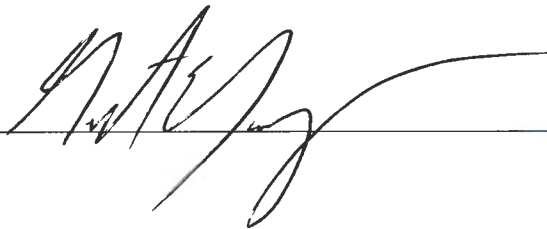
Approved as to Form:

TERRI L. WRIGHT, City Clerk



LISA BEATON, City Attorney

BAUDER-YOUNG PROPERTIES, LLC

By _____

BYK DEVELOPMENT LLC
By: F-L MANAGEMENT, INC. (Manager)

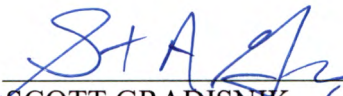
By _____
SCOTT GRADISNIK (SECRETARY)

EXHIBIT A1

Return to:

City Clerk's Office
City of Kennewick
P. O. Box 6108
Kennewick, WA 99336

STORM, SEWER AND ACCESS EASEMENT

THE GRANTOR(S), BAUDER-YOUNG PROPERTIES, LLC, a Limited Liability Company and F-L MANAGEMENT, INC., Manager of BYK DEVELOPMENT LLC, a Limited Liability Company for value received, grants and conveys to THE GRANTEE, THE CITY OF KENNEWICK, a Washington municipal corporation, its successors and assigns, a permanent easement over, under and across the following described real property, situated in Benton County, State of Washington.

Tax Parcel Number(s):1-0789-400-0001-003:

For any portions of the Subject Property which are within 20 feet of the Easement area, a 20 foot wide Sewer, Storm and Access Easement in the South half of Section 7, Township 8 North, Range 29 East, Willamette Meridian, City of Kennewick, Benton County, Washington centered on the linear survey calls being more particularly described as follows:

Beginning at the Southeast corner of said Section 7, Thence along the South line of the Southeast quarter of Said Section 7, North 83°25'54" West, 1610.52 feet;

Thence leaving said south line North 05°07'26" East, 632.61 feet more or less to a point on the northerly right of way line of Bob Olson Parkway (Formerly Known as Hildebrand Boulevard) and the boundary of Parcel A as depicted on Record of Survey For Boundary line Adjustment as recorded in Volume 1 of Surveys, Page 5006, Records of Benton County, Washington;

Thence leaving said Right of Way and along the boundary of said Parcel A the following calls;

Thence North 05°07'26" East, 115.09 feet to the True Point of Beginning;

Thence North 05°07'26" East, 44.03 feet;

Thence North 62°07'52" West, 456.37 feet;

Thence North 58°34'11" West, 431.57 feet;

Thence North 49°36'23" West, 455.81 feet;

Thence North 82°52'43" West, 170.19 feet;

Thence North 67°00'36" West, 283.17 feet;

Thence North 42°20'25" West, 177.61 feet;

Thence North 33°42'17" West, 126.81 feet;

Thence North 61°54'57" West, 313.72 feet;

Thence South 42°54'58" West, 13.27 feet;

Thence leaving the boundary of said Parcel A South 72°38'46" East, 52.02 feet;

Thence South 62°12'33" East, 187.68 feet;

Thence South 52°01'58" East, 102.70 feet;
Thence South 36°26'28" East, 98.11 feet;
Thence South 40°58'02" East, 112.49 feet;
Thence South 45°39'14" East, 65.17 feet;
Thence South 61°30'54" East, 76.09 feet;
Thence South 66°43'24" East, 79.42 feet;
Thence South 70°33'43" East, 129.15 feet;
Thence South 77°01'50" East, 159.14 feet;
Thence South 59°17'13" East, 85.31 feet;
Thence South 50°09'39" East, 371.66 feet;
Thence South 58°33'16" East, 307.46 feet;
Thence South 63°02'08" East, 33.26 feet to a point on the boundary of said Parcel A;
Thence along the boundary of said Parcel A the following calls;
Thence South 58°34'11" East, 91.53 feet;
Thence South 62°07'52" East, 405.01 feet;
Thence leaving said boundary South 31°25'43" East, 79.53 feet to the True Point
of Beginning.

Said easement contains 10,623 square feet more or less.

Said easement is for the following purposes:

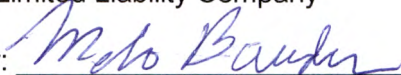
Grantee shall have the right to enter the property to inspect, design, construct, reconstruct, operate, maintain, repair, replace, and remove Sanitary Sewer and Storm Drain Facilities and Access Road, and may temporarily remove landscaping and other obstructions which interfere with the Grantee's designated use of the Easement. Grantee shall repair or replace said landscaping and other obstructions to equal or better condition prior to Grantee's disturbance of affected areas, at Grantee's sole expense. Grantor shall not construct buildings or structures on the Easement, but may make use of the Easement for any purposes that do not interfere with Grantee's rights provided.

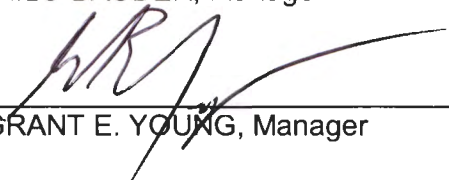
The covenants herein contained shall run with the land and are binding upon all subsequent owners thereof.

DATED THIS 29th day of April, 2019.

GRANTOR(S):

BAUDER-YOUNG PROPERTIES, LLC,
A Limited Liability Company

By: 
MILO BAUDER, Manager

By: 
GRANT E. YOUNG, Manager

STATE OF WASHINGTON)
) ss.
County of Benton)

I certify that I know or have satisfactory evidence that MILO BAUDER, as Manager of Bauder-Young Properties, LLC, a Washington limited liability company is the person who appeared before me, and said person acknowledged that Milo Bauder signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledge it on behalf of Bauder-Young Properties, LLC, as the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated this 29 day of April, 2019.



Samantha Barham
Notary Public in and for the State of WA
Washington, residing at Benton city
My commission expires 10-29-22

STATE OF WASHINGTON)
) ss.
County of)

I certify that I know or have satisfactory evidence that GRANT E. YOUNG, as Manager of Bauder-Young Properties, LLC, a Washington limited liability company is the person who appeared before me, and said person acknowledged that Grant E. Young signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledge it on behalf of Bauder-Young Properties, LLC, as the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated this _____ day of _____, 2019.

See Attachment
Notary Public in and for the State of _____
Washington, residing at _____
My commission expires _____

GRANTOR(S):

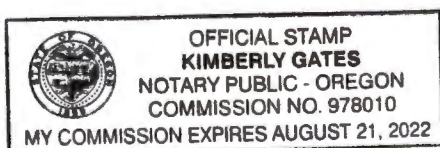
BYK DEVELOPMENT LLC, a Limited Liability Company
By: F-L Management, Inc.,
an Oregon corporation, its Manager

By: St A A
SCOTT GRADISNIK, Secretary

STATE OF Oregon)
) ss.
County of Multnomah)

I certify that I know or have satisfactory evidence that SCOTT GRADISNIK, Secretary of F-L Management, Inc., Manager of BYK Development LLC, a Washington limited liability company is the person who appeared before me, and said person acknowledged that Marcus Fullard-Leo signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledge it on behalf of BYK Development LLC as the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated this 19 day of April, 2019.



K Gates
Notary Public in and for the State of Oregon
Residing at Gresham, Oregon
My commission expires August 21, 2022

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of San Francisco)

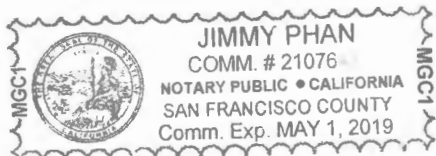
On April 22, 2017 before me, Jimmy Phan, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Grant E. Young
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

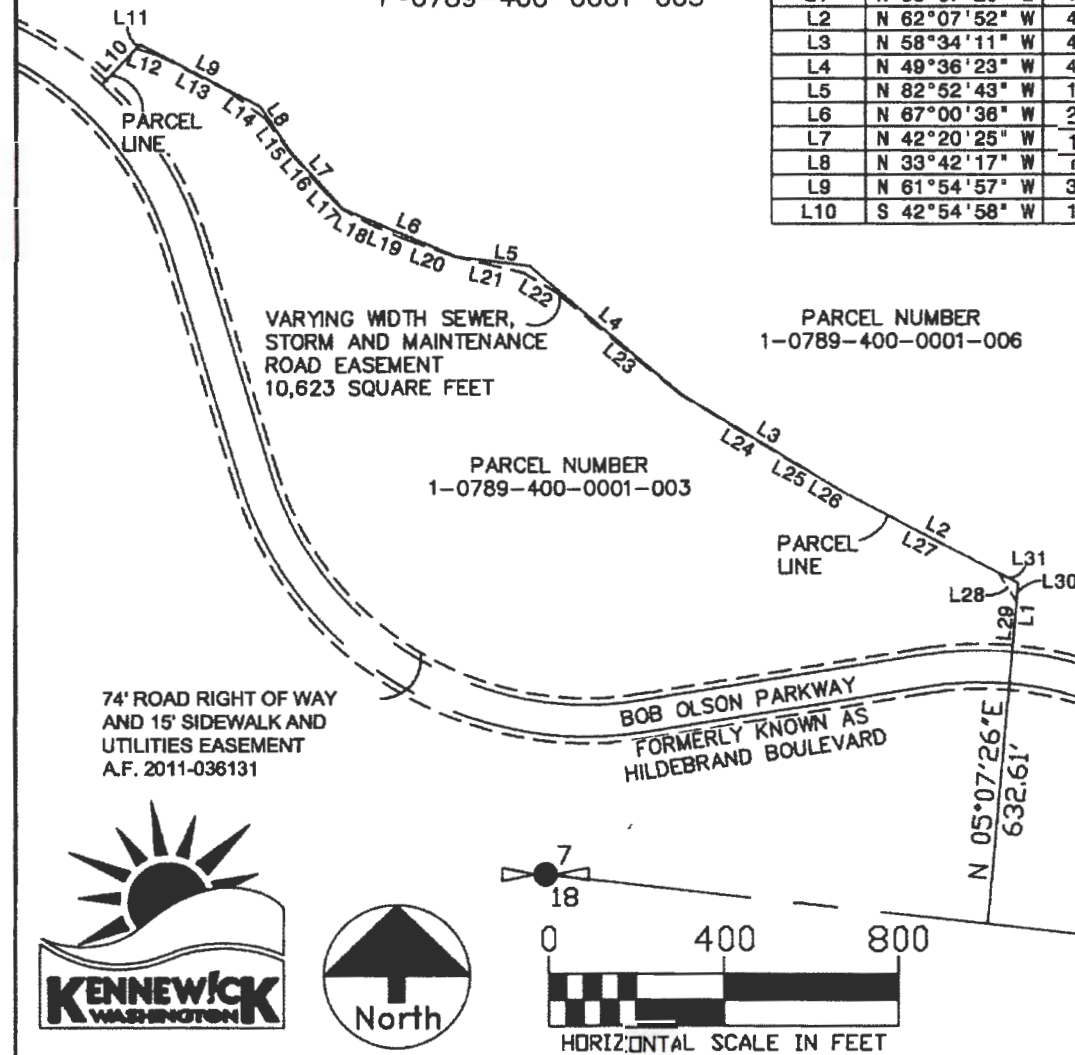
Title or Type of Document: Storm, Sewer, and Access Easement Document Date:
Number of Pages: 1 Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

Signer's Name:
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

EXHIBIT MAP
1-0789-400-0001-003



Course	Bearing	Distance	Course	Bearing	Distance
L1	N 05°07'26" E	159.12'	L11	S 42°54'58" W	13.27'
L2	N 62°07'52" W	456.37'	L12	S 72°38'46" E	52.02'
L3	N 58°34'11" W	431.57'	L13	S 62°12'33" E	187.68'
L4	N 49°36'23" W	455.81'	L14	S 52°01'58" E	102.70'
L5	N 82°52'43" W	170.19'	L15	S 36°26'28" E	98.11'
L6	N 67°00'36" W	283.17'	L16	S 40°58'02" E	112.49'
L7	N 42°20'25" W	177.61'	L17	S 45°39'14" E	65.17'
L8	N 33°42'17" W	126.81'	L18	S 61°30'54" E	76.09'
L9	N 61°54'57" W	313.72'	L19	S 66°43'24" E	79.42'
L10	S 42°54'58" W	129.65'	L20	S 70°33'43" E	129.15'
			L21	S 77°01'50" E	159.14'
			L22	S 59°17'13" E	85.31'
			L23	S 50°09'39" E	371.66'
			L24	S 58°33'16" E	307.46'
			L25	S 63°02'08" E	39.26'
			L26	S 58°34'11" E	91.53'
			L27	S 62°07'52" E	405.01'
			L28	S 31°25'43" E	79.53'
			L29	N 05°07'26" E	115.09'
			L30	N 05°07'26" E	44.03'
			L31	N 62°07'52" W	51.36'

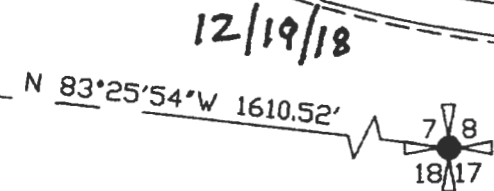
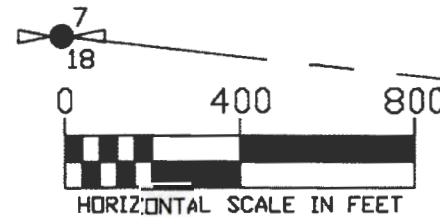


EXHIBIT A2

Return to:

City Clerk's Office
City of Kennewick
PO Box 6108
Kennewick, WA 99336

STORM, SEWER AND ACCESS EASEMENT

THE GRANTOR(S), BAUDER-YOUNG PROPERTIES, LLC, a Washington limited liability company, for value received, grants and conveys to THE GRANTEE, THE CITY OF KENNEWICK, a Washington municipal corporation, its successors and assigns, a permanent easement over, under and across the following described real property, situated in Benton County, State of Washington.

Tax Parcel Number(s): 1-0789-400-0001-006:

For any portions of the Subject Property which are within 20 feet of the Easement area, a 20 foot wide Sewer, Storm and Access Easement in the South half of Section 7, Township 8 North, Range 29 East, Willamette Meridian, City of Kennewick, Benton County, Washington centered on the linear survey calls being more particularly described as follows:

Beginning at the Southeast corner of said Section 7, Thence along the South line of the Southeast quarter of Said Section 7, North 83°25'54" West, 1610.52 feet;

Thence leaving said south line North 05°07'26" East, 632.61 feet more or less to a point on the northerly right of way line of Bob Olson Parkway (Formerly Known as Hildebrand Boulevard) and the boundary of Parcel A as depicted on Record of Survey For Boundary line Adjustment as recorded in Volume 1 of Surveys, Page 5006, Records of Benton County, Washington and the True Point of Beginning;

Thence leaving said Right of Way and along the boundary of said Parcel A the following calls;

Thence North 05°07'26" East, 159.12 feet;

Thence North 62°07'52" West, 456.37 feet;

Thence North 58°34'11" West, 431.57 feet;

Thence North 49°36'23" West, 455.81 feet;

Thence North 82°52'43" West, 170.19 feet;

Thence North 67°00'36" West, 283.17 feet;

Thence North 42°20'25" West, 177.61 feet;

Thence North 33°42'17" West, 126.81 feet;

Thence North 61°54'57" West, 313.72 feet;

Thence South 42°54'58" West, 13.27 feet;

Thence leaving the boundary of said Parcel A South 86°54'09" West, 16.27 feet;

Thence South 42°01'25" West, 104.74 feet to a point on the northerly right of way of said Bob Olson Parkway said point also being on a 831.00 foot radius;

Thence along said curve to the left with chord bearing of North 48°43'50" West, 28.43 feet through a central angle of 1°57'37" for an arc length of 28.43 feet;

Thence leaving said right of way North 42°54'58" East, 143.01 feet;

Thence South 61°58'26" East, 354.83 feet;

Thence South 33°41'52" East, 127.39 feet;

Thence South 38°32'16" East, 116.13 feet;

Thence South 49°40'50" East, 58.52 feet;

Thence South 64°27'48" East, 159.47 feet;

Thence South 74°19'41" East, 191.05 feet;

Thence South 82°42'02" East, 92.22 feet;

Thence South 51°25'40" East, 210.02 feet;

Thence South 50°06'33" East, 240.28 feet;

Thence South 55°29'54" East, 129.39 feet;

Thence South 59°13'23" East, 83.31 feet;

Thence South 61°35'53" East, 142.70 feet;

Thence South 65°38'12" East, 45.20 feet;

Thence South 61°23'38" East, 474.81 feet;

Thence South 24°38'28" East, 97.36 feet;

Thence South 04°19'47" West, 111.89 feet to a point on the northerly right of way of said Bob Olson Parkway said point also being on a 831.00 foot radius;

Thence along said curve to the left with a chord bearing of North 83°24'30" West, 42.57 feet through a central angle of 2°56'08" for an arc length of 42.58 feet to the True Point of Beginning.

Said easement contains 1.59 acres more or less.

Said easement is for the following purposes:

Grantee shall have the right to enter the property to inspect, design, construct, reconstruct, operate, maintain, repair, replace, and remove Sanitary Sewer and Storm Drain Facilities and Access Road, and may temporarily remove landscaping and other obstructions which interfere with the Grantee's designated use of the Easement. Grantee shall repair or replace said landscaping and other obstructions to equal or better condition prior to Grantee's disturbance of affected areas, at Grantee's sole expense. Grantor shall not construct buildings or structures on the Easement, but may make use of the Easement for any purposes that do not interfere with Grantee's rights provided.

The covenants herein contained shall run with the land and are binding upon all subsequent owners thereof.

DATED THIS 29th day of April, 2019.

GRANTOR(S):

BAUDER-YOUNG PROPERTIES, LLC,
a Limited Liability Company

By: Milo Bauder
MILO BAUDER, Manager

By: 
GRANT E. YOUNG, Manager

STATE OF WASHINGTON)
) ss.
County of Benton)

I certify that I know or have satisfactory evidence that MILO BAUDER, as Manager of Bauder-Young Properties, LLC, a Washington limited liability company is the person who appeared before me, and said person acknowledged that Milo Bauder signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledge it on behalf of Bauder-Young Properties, LLC, as the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated this 29 day of April, 2019.



Samantha Burham
Notary Public in and for the State of BWA
Washington, residing at Benton City
My commission expires 10-29-22

[illegible]

I certify that I know or have satisfactory evidence that GRANT E. YOUNG, as Manager of Bauder-Young Properties, LLC, a Washington limited liability company is the person who appeared before me, and said person acknowledged that Grant E. Young signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledge it on behalf of Bauder-Young Properties, LLC, as the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated this _____ day of _____, 2019.

See Attachment
Notary Public in and for the State of _____
Washington, residing at _____
My commission expires _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Francisco)

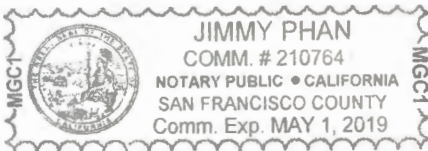
On April 22, 2017 before me, Jimmy Phan, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Grant E. Young
Name(s) of Signer(s)

who proved to ~~me~~ on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Storm, Sewer, and Access Easement Document Date: _____
Number of Pages: 4 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

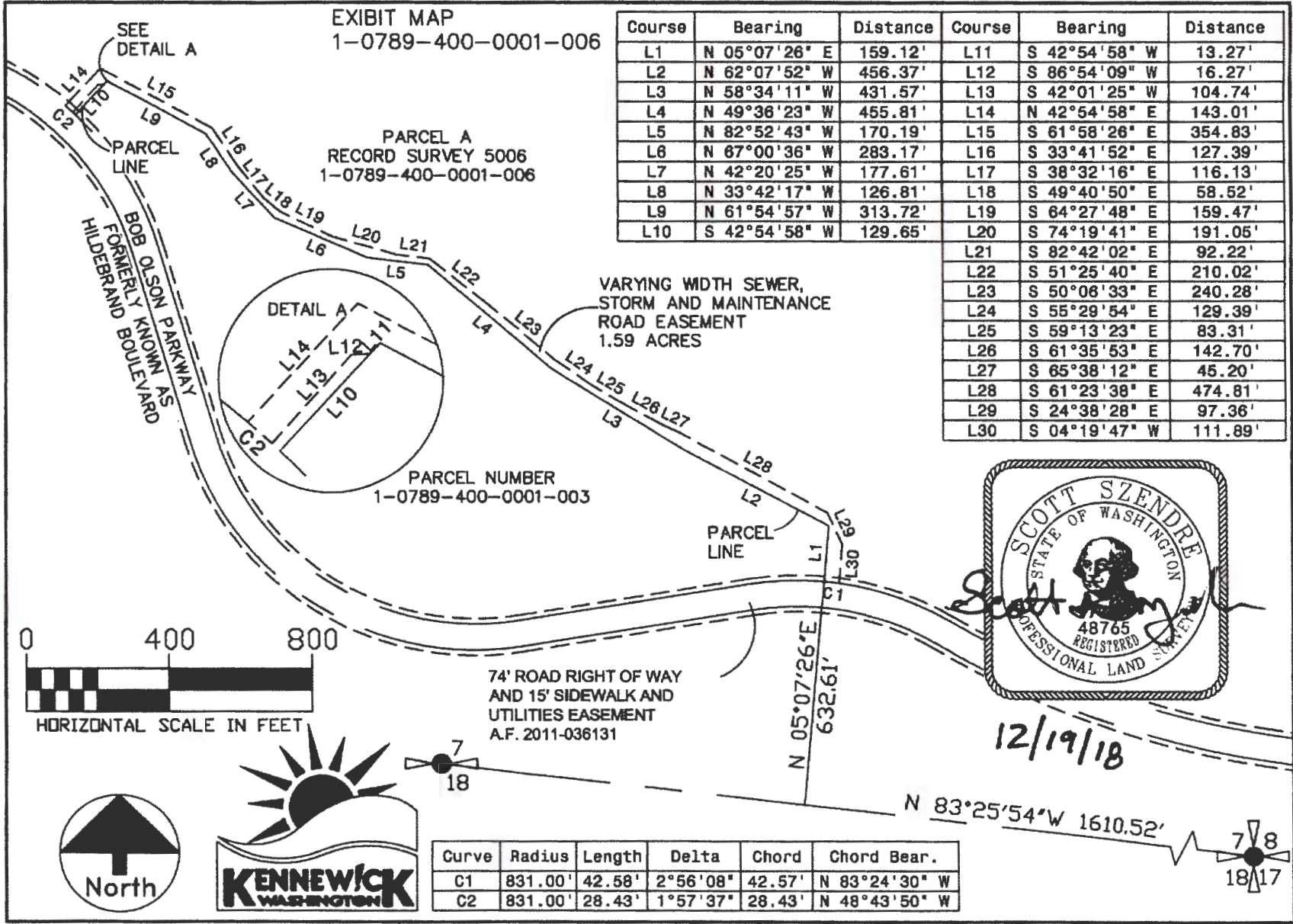


EXHIBIT B

Return to:

City Clerk's Office
City of Kennewick
P. O. Box 6108
Kennewick, WA 99336

STORM RETENTION/DETENTION EASEMENT

THE GRANTOR(S), BAUDER-YOUNG PROPERTIES, LLC, a Washington limited liability company for value received, grants and conveys to THE GRANTEE, THE CITY OF KENNEWICK, a Washington municipal corporation, its successors and assigns, a permanent easement over, under and across the following described real property, situated in Benton County, State of Washington.

Tax Parcel Number(s): 1-0789-400-0001-006:

A Storm Retention Easement Lying in a portion of the South half of Section 7, Township 8 North, Range 29 East, Willamette Meridian, City of Kennewick, Benton County, Washington more particularly described as follows.

Beginning at the Southeast corner of said Section 7, Thence along the South line of the Southeast quarter of said Section 7, North 83°25'54" West, 1610.52 feet; Thence leaving said south line North 05°07'26" East, 632.61 feet more or less to a point on the northerly right of way line of Bob Olson Parkway (Formerly Known as Hildebrand Boulevard) and the boundary of Parcel A as depicted on Record of Survey For Boundary line Adjustment as recorded in Volume 1 of Surveys, Page 5006, Records of Benton County, Washington;

Thence leaving said Right of Way and along the boundary of said Parcel A the following calls;

Thence North 05°07'26" East, 159.12 feet;

Thence North 62°07'52" West, 456.37 feet;

Thence North 58°34'11" West, 431.57 feet;

Thence North 49°36'23" West, 245.38 feet;

Thence leaving said Parcel A boundary North 19°54'16" East, 24.65 feet to the True Point of Beginning;

Thence North 19°54'16" East, 248.69 feet to a point on a 41.00 foot radius curve;

Thence along said curve to the left which chord bears North 53°31'59" West, 78.60 feet through a central angle of 146°52'31" for an arc distance of 105.10 feet;

Thence South 53°01'45" West, 246.37 feet;

Thence South 82°42'02" East, 11.27 feet;

Thence South 51°25'40" East, 210.02 feet to the True Point of Beginning;
Said easement contains 36,470 square feet more or less.

Said easement is for the following purposes:

Grantee shall have the right to enter the property to inspect, design, construct, reconstruct, operate, maintain, repair, replace, and remove Storm Drain Facilities and Storm Retention/Detention Pond, and may temporarily remove landscaping and other obstructions which interfere with the Grantee's designated use of the

Easement. Grantee shall repair or replace said landscaping and other obstructions to equal or better condition prior to Grantee's disturbance of affected areas, at Grantee's sole expense. Grantor shall not construct buildings or structures on the Easement, but may make use of the Easement for any purposes that do not interfere with Grantee's rights provided.

The covenants herein contained shall run with the land and are binding upon all subsequent owners thereof.

DATED THIS 29th day of April, 2019.

GRANTOR(S): BAUDER-YOUNG PROPERTIES, LLC,
a Limited Liability Company

By: Milo Bauder
MILO BAUDER, Manager

By: Grant E. Young
GRANT E. YOUNG, Manager

STATE OF WASHINGTON)
) ss.
County of Benton)

I certify that I know or have satisfactory evidence that MILO BAUDER, as Manager of Bauder-Young Properties, LLC, a Washington limited liability company is the person who appeared before me, and said person acknowledged that Milo Bauder signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledge it on behalf of Bauder-Young Properties, LLC, as the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated this 29 day of April, 2019.



Samantha Barham
Notary Public in and for the State of WA
Washington, residing at Benton City
My commission expires 10-29-22

STATE OF WASHINGTON)
) ss.
County of)

I certify that I know or have satisfactory evidence that GRANT E. YOUNG, as Manager of Bauder-Young Properties, LLC, a Washington limited liability company is the person who appeared before me, and said person acknowledged that Grant E. Young signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledge it on behalf of Bauder-Young Properties, LLC, as the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated this _____ day of _____, 2019.

See Attachment
Notary Public in and for the State of _____
Washington, residing at _____
My commission expires _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of San Francisco)

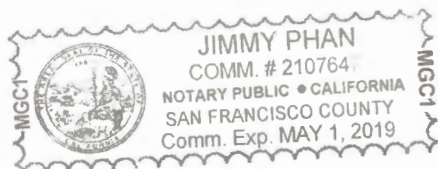
On April 22, 2019 before me, Jimmy Phan, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Grant E. Young
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Stamm Retention / Detention Easement Document Date: —

Number of Pages: 3 Signer(s) Other Than Named Above: —

Capacity(ies) Claimed by Signer(s)

Signer's Name: —

- ☐ Corporate Officer — Title(s): —
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: —

Signer Is Representing: —

Signer's Name: —

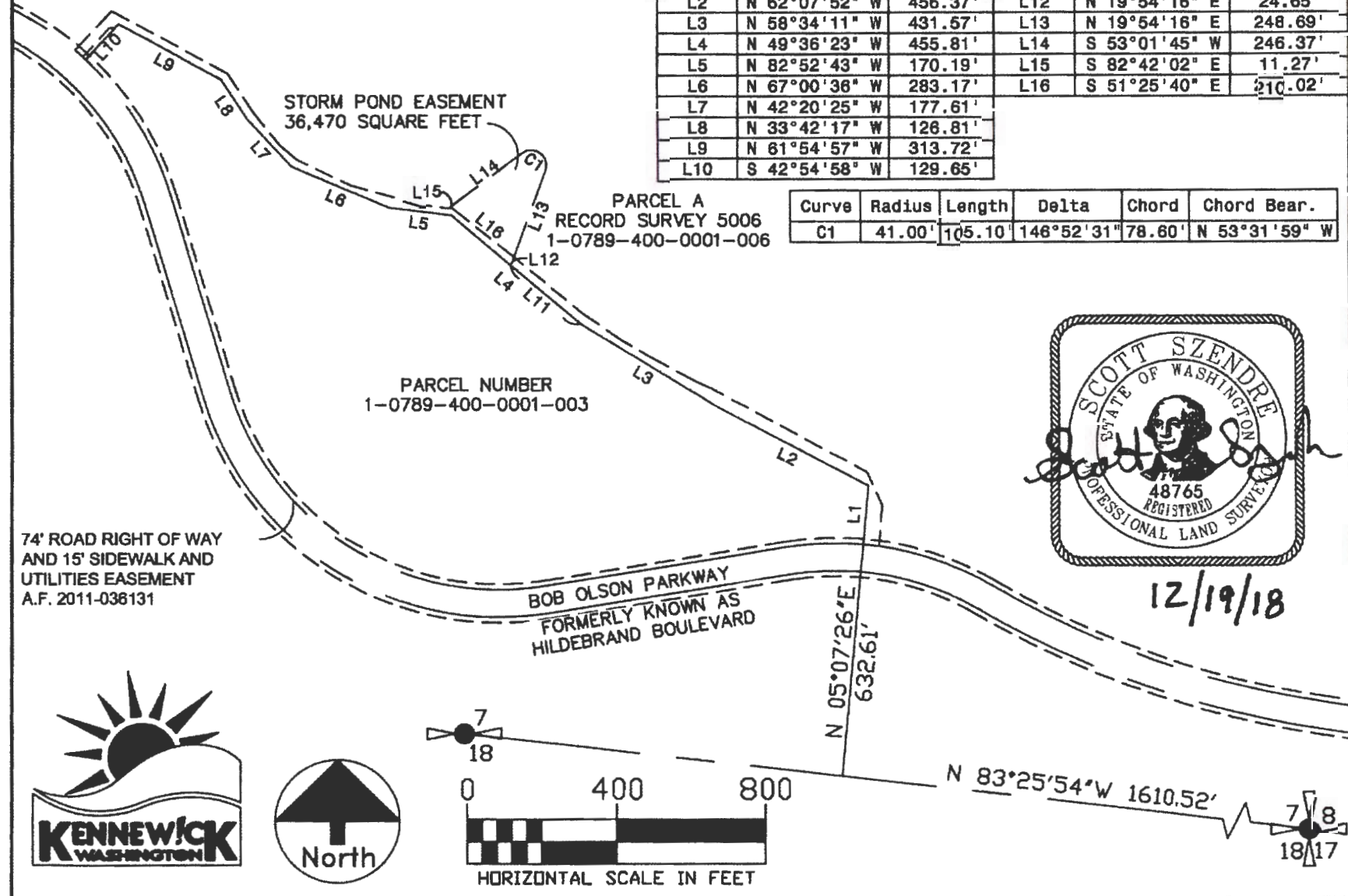
- ☐ Corporate Officer — Title(s): —
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: —

Signer Is Representing: —

EXHIBIT MAP
1-0789-400-0001-006

Course	Bearing	Distance	Course	Bearing	Distance
L1	N 05°07'26" E	159.12'	L11	N 49°36'23" W	245.38'
L2	N 62°07'52" W	456.37'	L12	N 19°54'16" E	24.65'
L3	N 58°34'11" W	431.67'	L13	N 19°54'16" E	248.69'
L4	N 49°36'23" W	455.81'	L14	S 53°01'45" W	246.37'
L5	N 82°52'43" W	170.19'	L15	S 82°42'02" E	11.27'
L6	N 67°00'36" W	283.17'	L16	S 51°25'40" E	210.02'
L7	N 42°20'25" W	177.61'			
L8	N 33°42'17" W	126.81'			
L9	N 61°54'57" W	313.72'			
L10	S 42°54'58" W	129.65'			

Curve	Radius	Length	Delta	Chord	Chord Bear.
C1	41.00'	105.10'	146°52'31"	78.60'	N 53°31'59" W



Council Agenda Coversheet 	Agenda Item Number	3.g.	Council Date	05/21/2019	Consent Agenda	☒	
	Agenda Item Type	Final Plat				Ordinance/Reso	☐
	Subject	Lauria Meadows				Public Mtg / Hrg	☐
	Ordinance/Reso #		Contract #		Other	☐	
	Project #	FP 19-01	Permit #	PLN-2019-00915	Quasi-Judicial	☐	
	Department	Planning					

Recommendation

City Council authorize the Mayor (or in his absence Mayor Pro Tem) to sign the final plat of Lauria Meadows contingent upon bonding for incomplete street and landscape work.

Motion for Consideration

I move to authorize the Mayor (or in his absence Mayor Pro Tem) to sign the final plat of Lauria Meadows contingent upon bonding for incomplete street and landscape work.

Summary

An application has been submitted by Hayden Homes for the final plat of Lauria Meadows, located at 22nd Avenue and S Vancouver Street. The property has a land use designation of Low Density Residential and is zoned Residential, Suburban (RS). The plat consists of 53 lots and two tracts on 11.4 acres. The Preliminary Plat/Planned Residential Development of Lauria Meadows (PP 17-06/PRD 17-02) was approved by the Hearing Examiner's Final Decision on February 26, 2018.

Lauria Meadows was approved as a Planned Residential Development which allows for greater flexibility from the development standards, provided that a public amenity or benefit are designed into the project. Additional open space has been proposed within the development for the residents. The RS zone has a minimum lot size of 10,500 square feet and a minimum rear setback of 15 feet. The developer proposed an average lot size of 5,593 square feet, a 10 foot rear yard setback for lots 17-19 and 34-38 and a 5 foot rear yard setback for the interior lots around Tract A.

Staff has reviewed the final plat application and found it to be in conformance with all applicable City Development Regulations. Prior to signing the final plat mylar all outstanding preliminary approval conditions will be met. The developer will need to submit bonding for incomplete street and landscape work. Following Council approval and plat signatures, the plat can be recorded and lots can be sold to individual owners.

Alternatives

No alternatives were reviewed or are recommended, applicable standards have been met.

Fiscal Impact

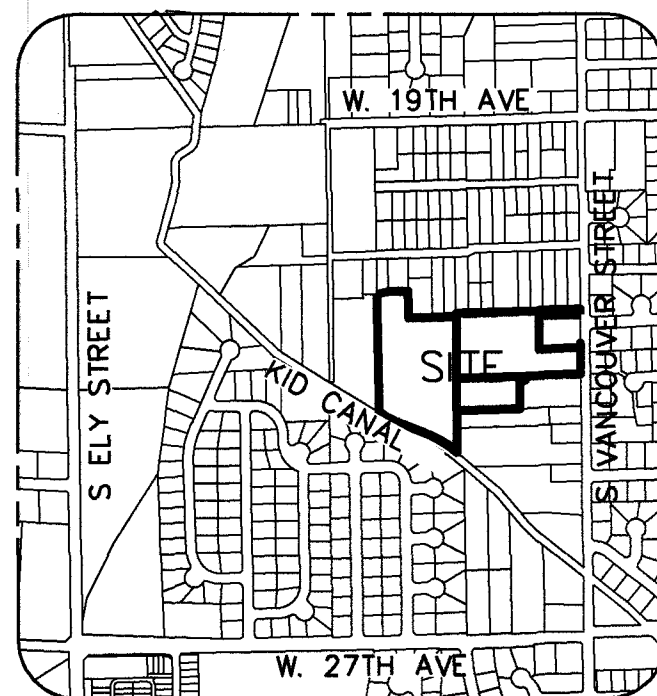
None

Through	Steve Donovan May 14, 11:30:40 GMT-0700 2019	Attachments: 
Dept Head Approval	Gregory McCormick May 14, 13:30:00 GMT-0700 2019	
City Mgr Approval	Marie Mosley May 16, 15:47:55 GMT-0700 2019	

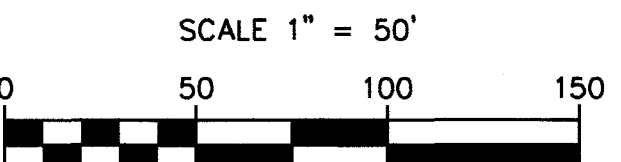
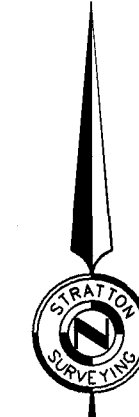
☐ Recording Required?

THE FINAL PLAT OF
LAURIA MEADOWS

E. 1/2 OF THE S.W. 1/4 OF SEC. 11, T.08N., R.29E., W.M.,
CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON



VICINITY SKETCH
NOT TO SCALE



BASIS OF BEARING
WA STATE GRID NAD 83(91)
PER SHORT PLAT
VOL 1, PAGE 3527

EQUIPMENT USED
A THREE-SECOND TOTAL STATION
SPECTRA PRECISION RTK GPS

LEGEND

- = SET 5/8" REBAR W/ ORANGE PLASTIC CAP MARKED "STRATTON AAD 38021"
- = FOUND AS INDICATED
- RSR ● = 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "WORLEY RSR 41966"
- PHK ● = 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "KOWATSC 28240"
- (xxx) = RECORD DIMENSION SP 1-0875
- {xxx} = RECORD DIMENSION SP 1-2874
- ⊙ = SET Cased BRASS CAP MARKED "38021"
- = FOUND AS INDICATED
- B.O.B. = BASIS OF BEARING
- (NS) ⊙ = NOT FOUND OR SET
- ⊙ = FOUND MONUMENT AS INDICATED
- [] = ADDRESSES
- P.A.E. = PRIVATE ACCESS EASEMENT
- IRR = IRRIGATION
- UTIL = UTILITY
- ESMT = EASEMENT

FINAL PLAT FOR



STRATTON SURVEYING & MAPPING, PC
313 NORTH MORAN STREET
KENNEWICK, WA 99336
(509) 735-7364
FAX: (509) 735-6560
stratton@strattonsurvey.com

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____, 2019 AT _____ MINUTES PAST _____, AND RECORDED IN VOLUME _____ OF PLATS PAGE _____, AT THE REQUEST OF AARON A. DYCK, P.L.S.

BENTON COUNTY AUDITOR

DEPUTY

FEE NO.

5504FP1.DWG

DATE: 04/15/19

DRAWN BY: DCI

© 2019

SHT. 1 OF 3

JOB # 5504

INDEX

1/4	1/4	SEC	T.	R.
11	08N	29E		

SURVEYOR'S CERTIFICATE:

I, AARON A. DYCK, A LICENSED LAND SURVEYOR IN THE STATE OF WASHINGTON, HEREBY CERTIFY THAT THE PLAT OF "LAURIA MEADOWS", AS SHOWN HEREON, IS BASED ON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED, AND THAT ALL COURSES AND DISTANCES ARE CORRECTLY SHOWN, AND THAT SAID PLAT IS STAKED ON THE GROUND AS INDICATED HEREON.

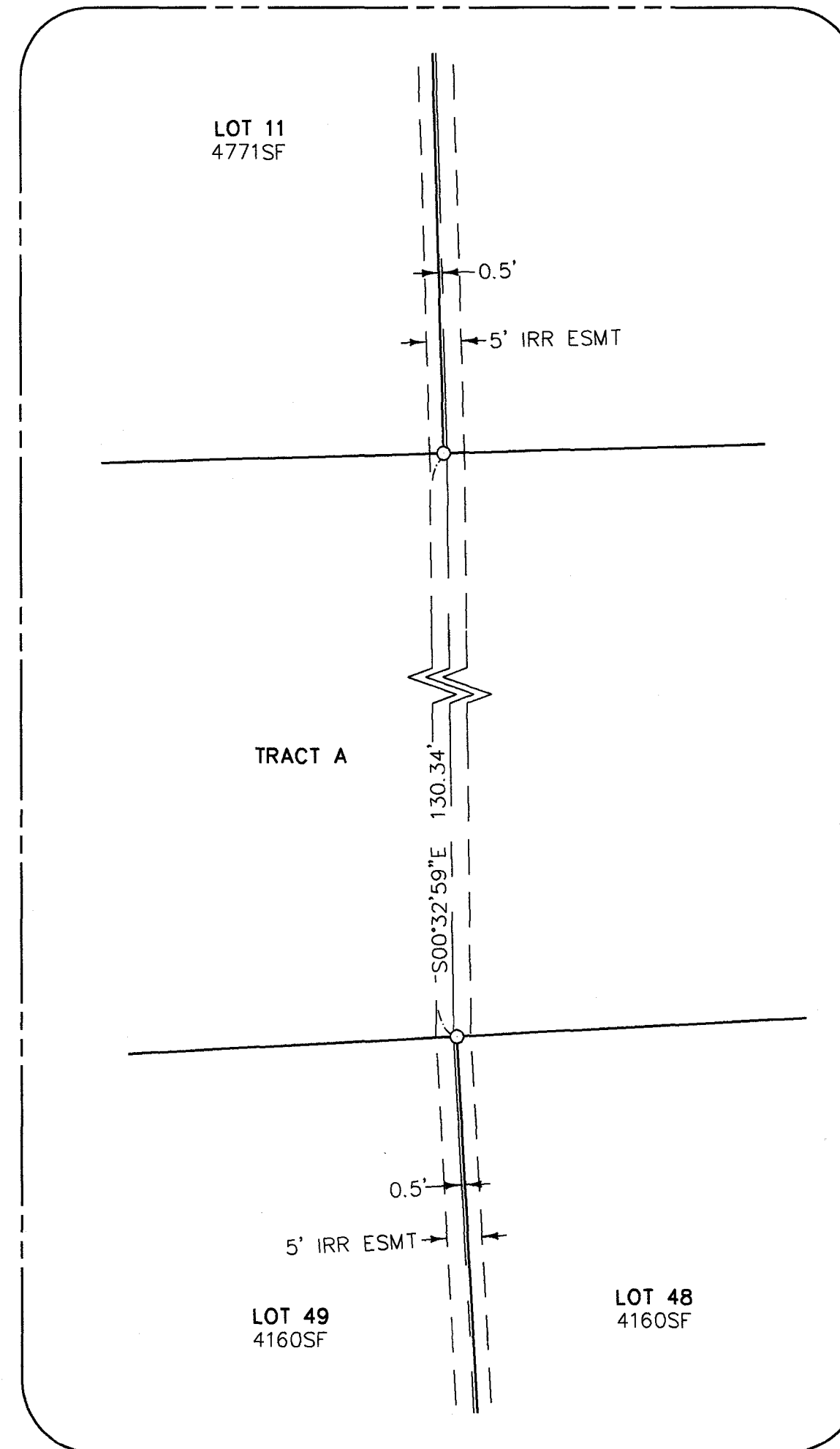
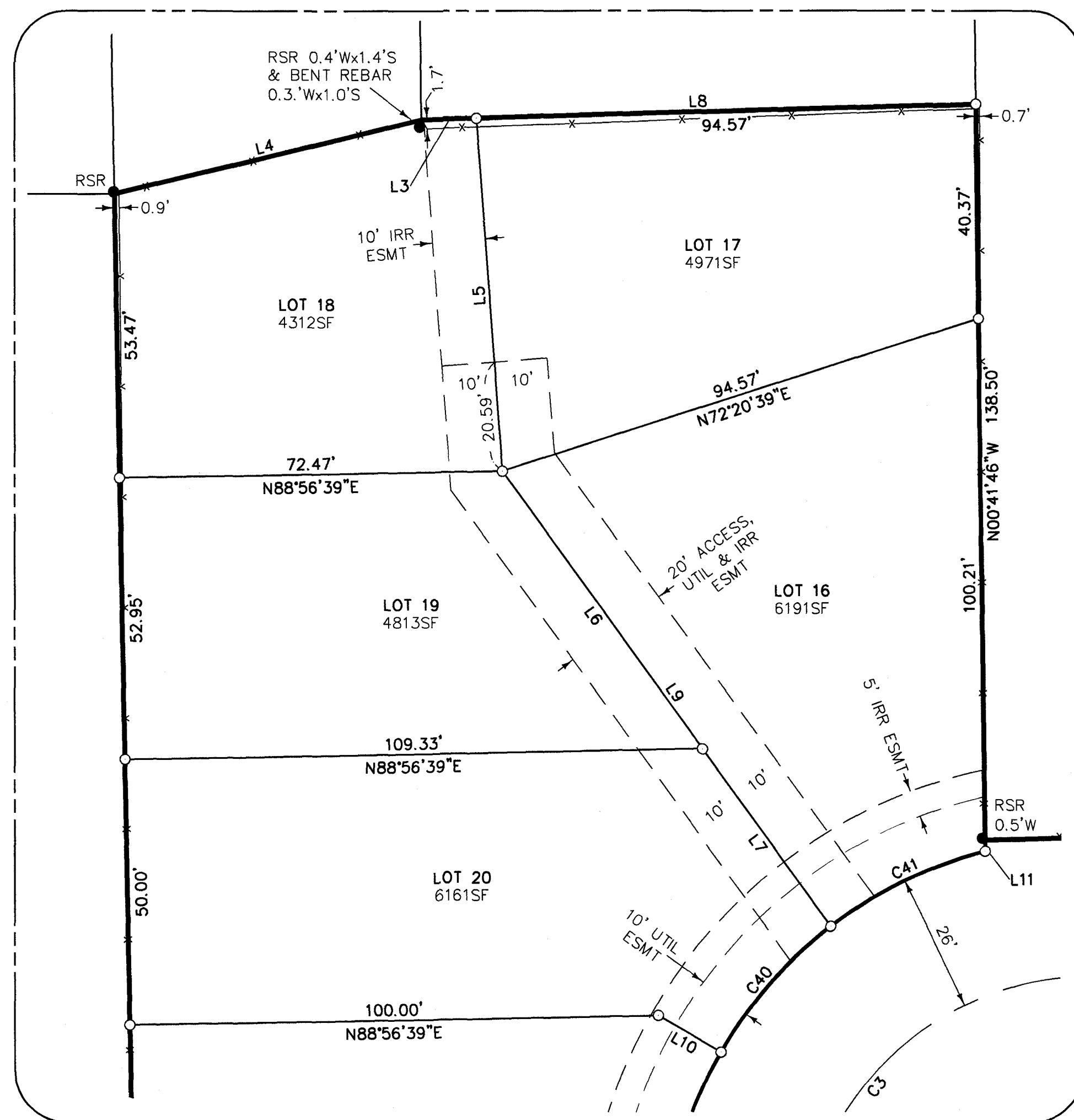
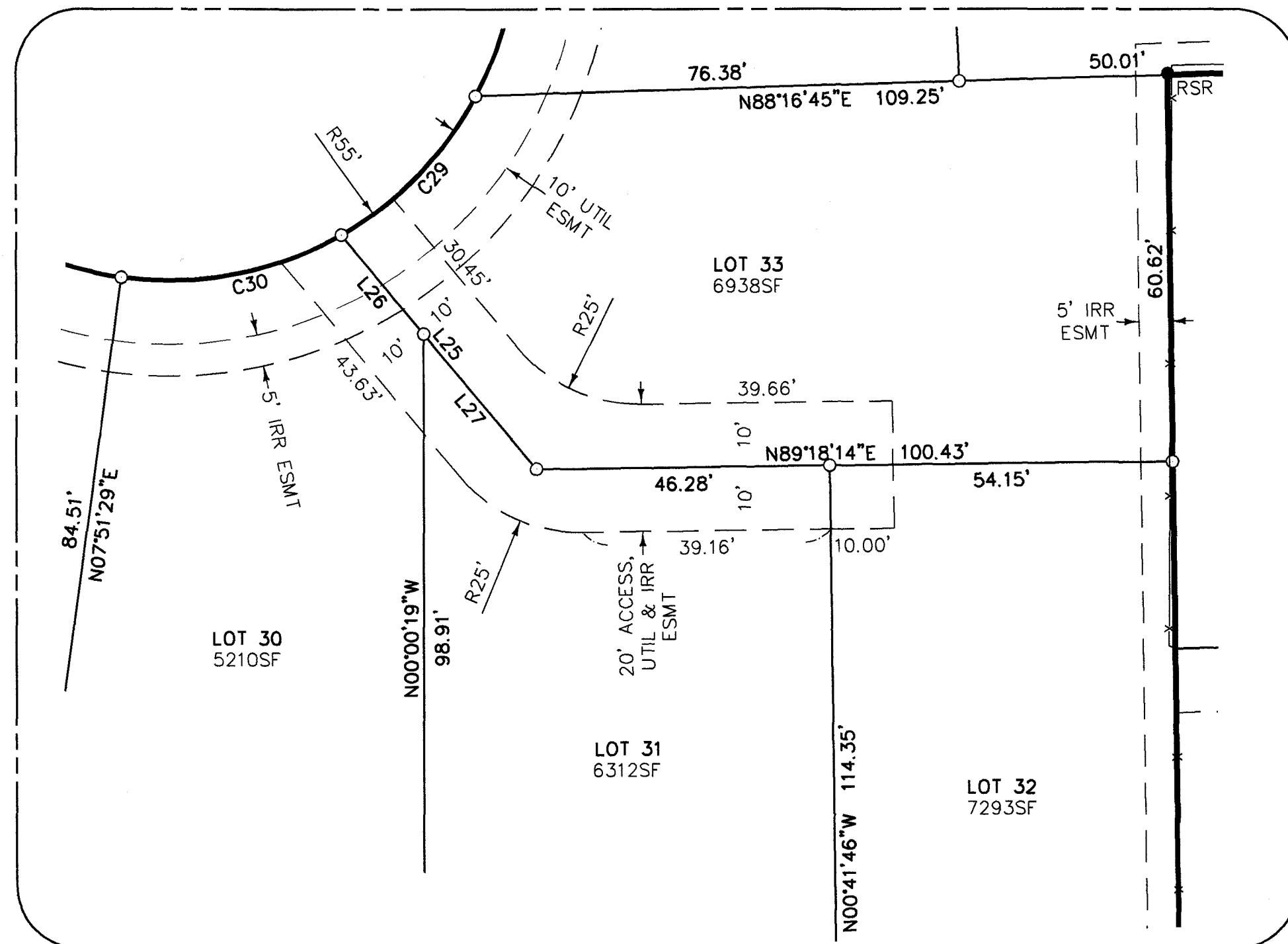
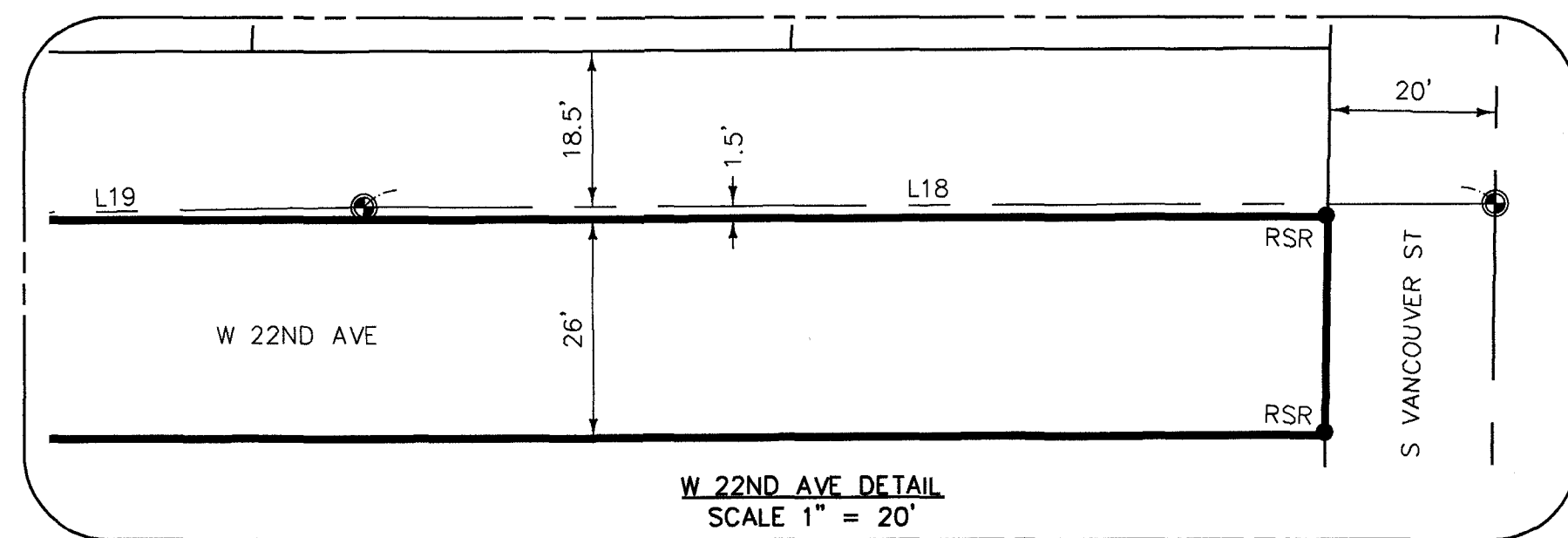
AARON A. DYCK LS38021

DATE



THE FINAL PLAT OF LAURIA MEADOWS

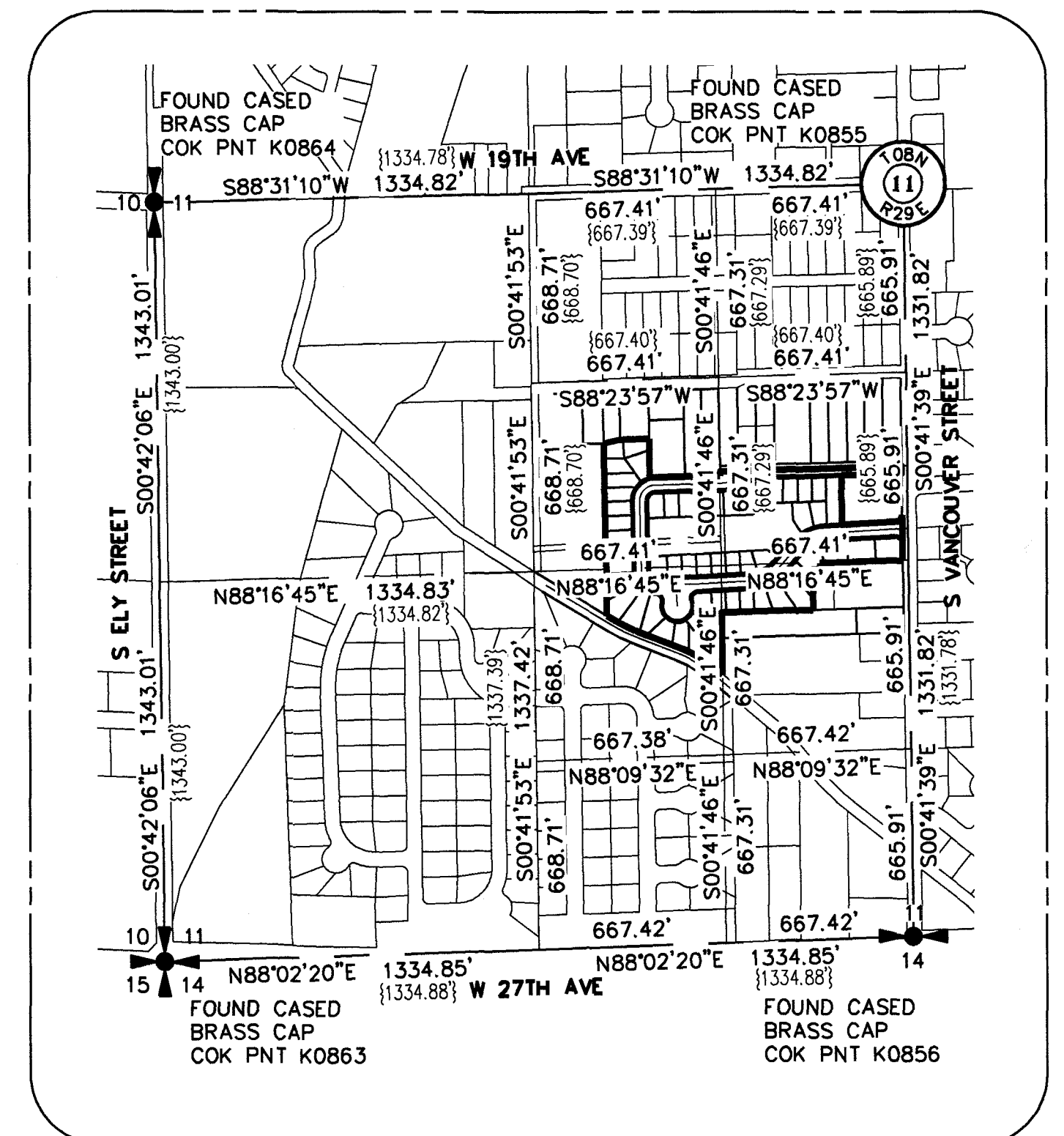
E. 1/2 OF THE S.W. 1/4 OF SEC. 11, T.08N., R.29E., W.M.,
CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON



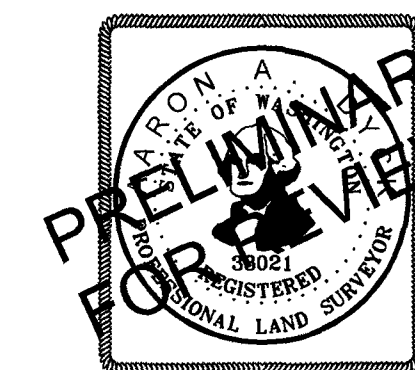
LINE TABLE		
LINE	LENGTH	DIRECTION
L1	26.00	N00°41'39"W
L2	14.94	S00°41'46"E
L3	10.43	S88°23'58"W
L4	59.76	S76°27'58"W
L5	66.59	N04°13'58"W
L6	64.52	N35°54'07"W
L7	41.30	N35°54'07"W
L8	105.00	S88°23'57"W
L9	105.82	S35°54'07"E
L10	13.72	N59°50'13"W
L11	2.08	S00°41'46"E
L12	0.10	N00°41'46"W
L13	35.53	N58°56'53"W
L14	55.02	S36°35'01"E
L15	43.81	S48°31'08"E
L16	57.98	N01°43'15"W
L17	80.44	S01°43'15"E
L18	135.44	N88°20'21"E
L19	99.10	N87°28'19"E
L20	62.54	S88°23'57"W

LINE TABLE		
LINE	LENGTH	DIRECTION
L21	3.48	N86°57'21"E
L22	17.15	N41°28'52"E
L23	14.01	N88°20'21"E
L24	55.08	N86°57'21"E
L25	47.95	S39°53'45"E
L26	20.24	S39°53'45"E
L27	27.71	S39°53'45"E
L28	30.00	N86°57'33"E
L29	21.90	N03°02'27"W
L30	22.55	N03°02'42"W
L31	48.90	N88°16'45"E
L32	17.08	S68°25'56"E
L33	27.50	S68°25'52"E
L34	96.34	S68°25'52"E
L35	41.17	S68°25'52"E
L36	13.06	S49°42'53"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	Δ	CH. DIREC.	CHORD
C1	80.82	156.00	29°41'02"	S73°29'51"W	79.92
C2	80.98	156.00	29°44'38"	N73°31'39"E	80.08
C3	85.87	55.00	89°27'19"	S43°40'18"W	77.41
C4	88.30	55.00	91°59'18"	S47°03'00"E	79.12
C5	119.05	150.00	45°28'29"	N64°13'06"E	115.95
C6	119.05	150.00	45°28'29"	S64°13'06"W	115.95
C7	36.56	130.00	16°06'52"	S80°16'55"W	36.44
C8	30.79	130.00	13°34'10"	S65°26'24"W	30.72
C9	28.95	182.00	9°06'47"	N63°12'43"E	28.92
C10	54.40	182.00	17°07'33"	N76°19'53"E	54.20
C11	11.13	182.00	3°30'19"	N86°38'48"E	11.13
C12	45.28	29.00	89°27'12"	S43°40'15"W	40.82
C13	46.56	29.00	91°59'18"	S47°03'00"E	41.72
C14	28.22	124.00	13°02'21"	N80°26'10"E	28.16
C15	70.20	124.00	32°26'08"	N57°41'56"E	69.26
C16	51.04	176.00	16°36'59"	S49°47'21"W	50.86
C17	47.14	176.00	15°20'51"	S65°46'16"W	47.00
C18	41.50	176.00	13°30'39"	S80°12'01"W	41.41
C19	38.24	25.00	87°39'00"	N43°07'51"E	34.62
C20	40.30	25.00	92°20'59"	N46°52'09"W	36.07
C21	15.95	124.00	7°22'18"	S83°16'12"W	15.94
C22	82.46	124.00	38°06'12"	S60°31'57"W	80.95
C23	41.28	176.00	13°26'18"	N48°12'01"E	41.18
C24	47.79	176.00	15°33'24"	N62°41'52"E	47.64
C25	40.78	176.00	13°16'29"	N77°06'48"E	40.69
C26	9.85	176.00	3°12'18"	N85°21'12"E	9.84
C27	46.81	25.00	107°17'20"	S33°18'41"W	40.27
C28	46.63	55.00	48°34'43"	N03°57'22"E	45.25
C29	30.81	55.00	32°05'50"	N44°17'39"E	30.41
C30	36.01	55.00	37°30'55"	N79°06'01"E	35.37
C31	37.18	55.00	38°44'06"	S62°46'28"E	36.48
C32	55.65	55.00	57°58'09"	S14°25'21"E	53.30
C33	44.72	25.00	102°29'20"	N36°40'56"W	38.99
C34	18.98	81.00	13°25'21"	S81°12'56"E	18.93
C35	30.85	81.00	21°49'11"	S63°35'40"E	30.66
C36	30.82	81.00	21°47'51"	S41°47'09"E	30.63
C37	38.91	81.00	27°31'36"	S17°07'26"E	38.54
C38	3.26	81.00	2°18'16"	S02°12'29"E	3.26
C39	44.13	81.00	31°13'08"	S14°33'13"W	43.59
C40	31.64	81.00	22°22'53"	S41°21'13"W	31.44
C41	32.76	81.00	23°10'21"	S64°07'50"W	32.54
C42	79.45	480.00	9°29'00"	S63°41'22"E	79.36
C43	153.53	470.00	18°43'00"	N59°04'23"W	152.85
C44	10.05	480.00	1°11'59"	S59°32'52"E	10.05
C45	69.40	480.00	8°17'01"	S64°17'22"E	69.34
C46	22.79	470.00	2°46'43"	N67°02'31"W	22.79
C47	74.82	470.00	9°07'17"	N61°05'31"W	74.75
C48	55.92	470.00	6°49'00"	N53°07'22"W	55.88



		PLAT CLOSURE			
BEARING	DISTANCE	NORTH	SOUTH	EAST	WEST
N00°41'46"W	217.60	217.5839	0.0000	0.0000	2.6436
N88°16'45"E	328.75	9.8727	0.0000	328.6017	0.0000
N03°02'27"W	143.46	143.2580	0.0000	0.0000	7.6102
N86°57'33"E	30.00	1.5915	0.0000	29.9578	0.0000
N03°02'27"W	21.90	21.8692	0.0000	0.0000	1.1617
N88°16'45"E	295.44	8.8724	0.0000	295.3067	0.0000
N00°41'39"W	161.03	161.0182	0.0000	0.0000	1.9509
S43°17'51"W	34.62	0.0000	25.1965	0.0000	23.7419
S86°57'21"W	190.65	0.0000	10.1249	0.0000	190.3810
N00°41'39"W	175.12	175.1071	0.0000	0.0000	2.1216
N88°20'21"E	214.50	6.2171	0.0000	214.4099	0.0000
N00°41'39"W	26.00	25.9981	0.0000	0.0000	0.3150
S88°20'21"W	647.41	0.0000	18.7647	0.0000	647.1380
S00°41'46"E	14.94	0.0000	14.9389	0.1815	0.0000
S88°23'57"W	62.54	0.0000	1.7472	0.0000	62.5156
N00°41'46"W	0.10	0.1000	0.0000	0.0000	0.0012
S88°23'57"W	187.50	0.0000	5.2383	0.0000	187.4268
N00°41'46"W	138.50	138.4898	0.0000	0.0000	1.6827
S88°23'58"W	105.00	0.0000	2.9329	0.0000	104.9590
S76°27'58"W	59.76	0.0000	13.9851	0.0000	58.1005
S01°03'21"E	609.64	0.0000	609.5365	11.2337	0.0000
S58°56'53"E	35.53	0.0000	18.3269	30.4385	0.0000
S63°41'23"E	79.36	0.0000	35.1750	71.1388	0.0000
S69°25'53"E	182.09	0.0000	63.9736	170.4821	0.0000
S59°04'23"E	152.85	0.0000	78.5566	131.1182	0.0000
S49°42'53"E	13.06	0.0000	8.4445	9.9626	0.0000
		909.978	906.942	1292.832	1291.750



AUDITOR'S CERTIFICATE
FILED FOR RECORD THIS _____ DAY OF _____, 2019 AT _____ MINUTES PAST _____, M. AND RECORDED IN VOLUME _____ OF PLATS PAGE _____, AT THE REQUEST OF AARON A. DYCK, P.L.S.
BENTON COUNTY AUDITOR _____ DEPUTY _____ FEE NO. _____

FINAL PLAT FOR
HAYDEN HOMES
STRATTON SURVEYING & MAPPING, PC
313 NORTH MORAIN STREET
KENNEWICK, WA 99336
(509) 735-7364
FAX: (509) 735-6560
stratton@strattonsurvey.com
5504FP1.DWG © 2019
DATE: 04/15/19 SH. 2 OF 3
DRAWN BY: DCI JOB # 5504

Council Agenda Coversheet 	Agenda Item Number	3.h.	Council Date	05/21/2019	Consent Agenda	☒	
	Agenda Item Type	Contract/Agreement/Lease				Ordinance/Reso	☐
	Subject	Therapeutic Courts Interlocal Agreement				Public Mtg / Hrg	☐
	Ordinance/Reso #		Contract #		Other	☐	
	Project #		Permit #		Quasi-Judicial	☐	
	Department	City Attorney					

Recommendation

Authorize the City Manager to sign Interlocal Agreement for prosecution of municipal cases in Benton County Therapeutic Courts.

Motion for Consideration

I move to authorize the City Manager to sign the Interlocal Agreement with Richland, West Richland, Prosser, and the County of Benton for prosecution of municipal cases in Benton County Therapeutic Courts.

Summary

Submitted for Council's review and approval is an Interlocal Agreement for prosecution of municipal cases in Benton County Mental Health Court and Veterans Court. Council authorized the City Manager to sign a similar Interlocal Agreement in regards to Mental Health Court in 2016. Kennewick currently contracts with Benton County to handle the City's criminal and civil cases in District Court. Benton County has created and currently operates a Mental Health Court for the purpose of providing an alternative route through the criminal justice system for individuals charged with crimes who are mentally ill, and has recently launched a similar program that is specifically targeted toward military veterans. Veterans Court will provide an alternative route through the criminal justice system for individuals charged with crimes who are mentally ill and/or have issues with substance abuse. The costs to operate, staff and maintain Mental Health Court and Veterans Court are paid by Benton County through Criminal Justice Sales Tax funding. Through several meetings with County staff, the municipalities who contract with Benton County have concluded that judicial economy is best served by authorizing a designated prosecutor from the Benton County Prosecuting Attorney's Office to handle prosecution of all misdemeanor and gross misdemeanor cases deemed appropriate for Mental Health Court and Veterans Court. The purpose of the Interlocal Agreement is to establish and define roles and responsibilities between the Benton County Prosecuting Attorney's Office and the prosecuting authority for each participating municipality.

Alternatives

None recommended.

Fiscal Impact

None.

Through	Jessica Foltz May 15, 09:10:10 GMT-0700 2019	Attachments: 
Dept Head Approval	Lisa Beaton May 15, 09:15:24 GMT-0700 2019	
City Mgr Approval	Marie Mosley May 17, 14:48:17 GMT-0700 2019	
		☐ Recording Required?

**INTERLOCAL AGREEMENT
FOR
PROSECUTION OF MUNICIPAL CASES
IN BENTON COUNTY THERAPEUTIC COURTS**

This 2019 Interlocal Agreement (“Agreement”) for prosecution of municipal cases in Benton County District Court Therapeutic Court is entered into by and between the Cities of **KENNEWICK, RICHLAND, WEST RICHLAND, PROSSER** and the County of **BENTON** pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

WHEREAS, Chapter 39.34, RCW permits local government units to make the most efficient use of their powers by enabling them to cooperate with other localities and thereby to provide services and facilities in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, Benton County has determined to create and operate several therapeutic courts for the purpose of providing an alternative route through the criminal justice system for individuals charged with crimes who meet the requisite requirements and prescribed standards of one of the Benton County District Court Therapeutic Courts (Therapeutic Courts), thereby entering them into the specialized Court program; and

WHEREAS, the municipalities currently contracted with Benton County for district court services agree that judicial economy is best served by authorizing the designated prosecutor from the Benton County Prosecuting Attorney’s Office to handle prosecution of all misdemeanor and gross misdemeanor offenses deemed appropriate for a Therapeutic Court; and

WHEREAS, the City Attorneys for each jurisdiction desire to retain screening authority over the misdemeanor and gross misdemeanor cases within their own geographical boundaries in order to ensure consistency, and to remain accountable to its respective citizens; and

WHEREAS, this 2019 Agreement for prosecution of municipal cases in Benton County Therapeutic Courts replaces the 2016 Interlocal Agreement in its entirety.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and upon approval in accordance with RCW 39.34, the parties do hereby agree as follows:

I. PURPOSE

The purpose of this Agreement is to establish and define the roles and responsibilities between the Benton County Prosecuting Attorney’s Office and the prosecuting authority for each participating municipality, to include the delegation of caseload responsibility.

II. GENERAL TERMS AND CONDITIONS

Participation in a Therapeutic Court shall proceed approximately as follows, with the following demarcation of responsibilities:

1. *Entering a Therapeutic Court*

- a. City Attorneys may refer cases deemed appropriate to the Therapeutic Court Coordinator by selecting the appropriate Therapeutic Court and using the referral packet provided by the Office of District Court Therapeutic Courts.
- b. Whenever a referral is submitted to a Therapeutic Court from any source other than a City Attorney, the Benton County Deputy Prosecuting Attorney assigned to the Therapeutic Court will provide notification to the City Attorney of the referral. The City Attorney will review the case and referral to determine whether or not he/she agrees to transfer of the case to the Therapeutic Court.
- c. The City Attorney, in his/her sole discretion, may refuse to transfer any case to a Therapeutic Court regardless of eligibility.

2. *Transfer and Prosecuting Authority*

- a. The City Attorneys, through consent of their respective legislative authorities, hereby authorize the Benton County Prosecuting Attorney's Office to handle city cases accepted by a Therapeutic Court. Once a defendant is accepted into a designated Therapeutic Court, his or her case is completely removed from the respective City Attorney's Office and transferred under the authority of the Benton County Deputy Prosecuting Attorney assigned to prosecute cases in Benton County District Court Therapeutic Courts.
- b. Once approved, the case will be handled by the designated Therapeutic Court Team.

3. *New Charges*

If a defendant is charged with a new offense while participating in a Therapeutic Court, the new offense will be tracked with the previously pending case in the Therapeutic Court, and handled there, unless the City Attorney prosecuting the new charge objects, or the Therapeutic Court Team determines that the defendant is no longer an appropriate candidate for the Therapeutic Court.

4. *Probation*

When a defendant is on probation under one or more previously adjudicated criminal cases, and the remaining probationary period is less than two (2) years, the defendant may request transfer of the probation case(s) to the Therapeutic Court in which the defendant is participating. Transfer will occur upon request under these circumstances; no permission from the City Attorney is required. Cases with a remaining probationary period of greater than two (2) years require City Attorney approval for transfer into Therapeutic Court for consolidation with a pending case. As qualifying cases are identified, the Therapeutic Court Coordinator will request transfer from the City Attorney.

5. *Costs of Incarceration*

The cost of incarceration of any participant in a Therapeutic Court shall be borne by the arresting agency pursuant to the terms of each City's interlocal agreement for use of the Benton County jail facilities.

III. TERM OF AGREEMENT

1. Duration

Upon approval by the last legislative authority of the participating jurisdictions, this Agreement shall become retroactively effective to April 1, 2019, and shall expire on December 31, 2024 unless terminated prior to that date as set forth below.

2. Termination

Any party may terminate this Agreement, in whole or in part, at any time by giving thirty (30) days' notice. The termination notice must be in writing and be provided to each of the contacts listed below via regular mail. Termination will be effective on the 31st day from the date notice was sent.

IV. NOTICES

Written notice shall be directed to the parties as follows:

Benton County Prosecutor's Office
7122 W Okanogan Pl Bldg A
Kennewick, WA 99336-2359
509-735-3591
prosecuting@co.benton.wa.us

West Richland City Attorney
Bronson Brown, City Attorney
410 N Neel Street Ste A
Kennewick, WA 99336-2865
509-628-4700
bronson@bellbrownrio.com

Kennewick City Attorney
Lisa Beaton, City Attorney
210 W. 6th Avenue
Kennewick, WA 99336
509-585-4375
Lisa.Beaton@ci.kennewick.wa.us

Prosser City Attorney
Howard Saxton, City Attorney
1112 Meade Ave
Prosser, WA 99350-1367
509-786-1817
hsaxton@saxtonriley.com

Richland City Attorney
Heather Kintzley
625 Swift Boulevard
Richland, WA 99352
(509) 942-7385
hkintzley@ci.richland.wa.us

V. DISPUTE RESOLUTION

1. The parties desire to avoid and settle without litigation future disputes which may arise between them relative to this Agreement. Accordingly, the parties agree to engage in

good faith negotiations to resolve any such disputes. Such negotiations shall first be conducted at the City Attorney level. Should settlement negotiations prove unsuccessful or not be resolved within ninety (90) days, any party may proceed with other legal remedies, including but not limited to litigation.

2. Jurisdiction and venue for any action relating to the interpretation, enforcement, or any dispute arising from this Agreement shall be in Benton County Superior Court.
3. This Agreement shall be construed, and the legal relations between the parties hereto shall be determined in accordance with the laws of the State of Washington.

VI. WAIVER AND ENTIRETY

1. Waiver: No waiver by either party hereto of any terms or conditions of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall the waiver of any breach be deemed or construed to constitute a waiver of any subsequent breach, whether of the same or any other term or condition of this Agreement.
2. Entirety: This Agreement contains all the terms and conditions agreed upon. No other understanding, oral or otherwise, regarding this Agreement or its subject matter shall be deemed to exist or bind the Parties. There shall be no modification of this Agreement except in writing and referencing this Agreement.
3. Severability: If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the applications of the remainder of the Agreement shall not be affected.
4. Counterparts: This Agreement shall be executed in duplicate counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

VII. MISCELLANEOUS PROVISIONS

1. Filing: The executed Agreement shall be filed by the Benton County Prosecuting Attorney's Office with the Benton County auditor as provided in RCW 39.34.040.
2. Entity status: This Agreement shall not require formation of any new governance entity. No property will be acquired or held, and no joint board or administrator is necessary to accomplish the purpose of this Agreement.
3. Financing: The cost of prosecuting and defending cases in Benton County District Court Therapeutic Courts will be the responsibility of Benton County pursuant to and dependent upon funding by the Public Safety Sales Tax.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date next to the last signing party.

[Signature Pages to Follow]

City of Kennewick

By: _____
MARIE E. MOSLEY Date
City Manager

Attest: _____
TERRI WRIGHT
City Clerk

Approved As to Form: _____
LISA BEATON
City Attorney

City of West Richland

By: _____
BRENT GERRY Date
Mayor

Attest: _____
JULIE RICHARDSON
City Clerk

Approved As to Form: _____
BRONSON BROWN
City Attorney

City of Richland

By: _____
CYNTHIA D. REENTS Date
City Manager

Attest: _____
DEBBY BARHAM
Deputy City Clerk

Approved As to Form: _____
HEATHER KINTZLEY
City Attorney

City of Prosser

By: _____
RANDY TAYLOR Date
Mayor

Attest: _____
RACHEL SHAW
City Clerk

Approved As to Form: _____
HOWARD SAXTON
City Attorney

***Board of County Commissioners
Of Benton County***

JEROME DELVIN, Chairman Date

SHON SMALL, Commissioner Date

JAMES BEAVER, Commissioner Date

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

Attest:

CAMI MCKENZIE, Clerk of the Board

Approved as to Form:

ERIC ANDREWS, Deputy Prosecuting Attorney

Council Agenda Coversheet



Agenda Item Number	3.i.	Council Date	05/21/2019
Agenda Item Type	Contract/Agreement/Lease		
Subject	License Agreement for Fence - Sue Frost		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Public Works		

Consent Agenda	☒
Ordinance/Reso	☐
Public Mtg / Hrg	☐
Other	☐
Quasi-Judicial	☐

Recommendation

Authorize the Mayor to sign a license agreement with Sue Frost for a fence within City owned land, along the southwesterly boundary of W. 43rd Avenue and S. Union Street.

Motion for Consideration

I move to authorize the Mayor to sign a license agreement with Sue Frost for a fence within City owned land, along the southwesterly boundary of W. 43rd Avenue and S. Union Street.

Summary

Ms. Sue Frost owns a home on the south side of W. 43rd Avenue, and is proposing to construct a fence on Zintel Canyon Dam property owned by the City, for the purposes of improving aesthetics and deterring unauthorized access.

Staff has no objections to the installation of fence as proposed.

Ms. Frost understands that if the City ever needs to have the fence removed, it will be her responsibility to do so.

Alternatives

None recommended.

Fiscal Impact

The proposed license agreement has no fiscal impact to the City.

Through

Bruce Mills
May 15, 07:51:40 GMT-0700 2019

Dept Head Approval

Cary Roe
May 16, 09:54:48 GMT-0700 2019

City Mgr Approval

Marie Mosley
May 17, 11:24:42 GMT-0700 2019

Attachments: Frost License Agreement

☒ Recording
Required?

After Recording Return to:
City Clerk's Office
PO Box 6108
Kennewick WA 99336

LICENSE AGREEMENT

Tax Parcel ID #: 1-1689-402-0000-001 & 1-1689-401-1772-011
Location: 4103 W 43rd Ave. & 4200 South Union St.

For and in consideration of the mutual covenants contained herein, the undersigned, CITY OF KENNEWICK (hereinafter referred to as "City" or "Licensor"), and Sue Frost (hereinafter referred to as the "Licensee"), hereby agree as follows:

1. The City hereby grants to the Licensee a License Agreement for a fence over the following described real property:

A portion of Lot 2, Short Plat 1772, as recorded in Volume 1 of short plats, page 1772, records of Benton County, Washington lying in the Southeast quarter of Section 16, Township 8 North, Range 29 East, Willamette Meridian, Benton County, Washington:

A 10.00 foot wide License Agreement centered over an existing fence with 5.00 feet lying on each side of the following described line:

Commencing at the northwest corner of Lot 1, Canyon Lakes South Hill Phase One, according to the plat thereof recorded in Volume 14 of plats, page 133, Records of Benton County, Washington;

Thence South 08°03'42" East along the west line of said lot 1 for 34.46 feet to the true point of beginning;

Thence North 58°02'09" West for 33.74 feet;

Thence North 51°59'39" West for 34.69 feet;

Thence North 44°39'16" West for 31.78 feet;

Thence North 40°16'24" West for 20.96 feet;

Thence North 28°12'20" West for 23.40 feet;

Thence North 30°24'38" West for 35.16 feet;

Thence North 25°22'04" West for 36.28 feet;

Thence North 17°28'53" West for 36.58 feet;

Thence North 03°16'56" East for 66.22 feet;

Thence North 44°06'48" West for 154.61 feet and the terminus of said description;

Said License Agreement contains 4734 square feet more or less.

2. This license is granted to allow the Licensee to use the property solely for: installing and maintaining a fence (hereinafter referred to as "improvements"). The improvements shall not encroach on the existing roadways, sidewalks, or other public infrastructure; or obstruct access to public facilities.
3. This private improvement will be installed on City property which is vacant unimproved land encumbered by a flood zone, a natural gas easement and a power line easement.
4. Should the City need to enter into the improved property to protect the public health, safety or welfare, any damage done by the City to improvements made under this license shall be at the sole responsibility of the Licensee.
5. The Licensee shall maintain the improvements to the property in a safe and well cared for condition. The Licensee shall maintain the improvements per the approved plans unless otherwise directed or approved in writing by the City. The Licensee shall make any modifications to the improvements directed by the City within sixty (60) days written notice by the City. The Licensee shall be solely responsible for all costs associated with the maintenance of, and for any City approved or directed modifications of the improvements located on the property.
6. Use of the City's property is considered temporary in nature and may not be used to lessen or abrogate any City code requirements.
7. The terms and conditions of this License Agreement shall be binding upon and will inure to the benefit of the parties to this Agreement and their successors and/or assigns.
8. The parties acknowledge that a License Agreement is a limited permission to occupy property, and Licensee's rights are limited to only those expressly provided in this Agreement. The parties acknowledge that this License Agreement may be revoked at any time upon sixty (60) days written notice to the Licensee by the City Manager. At the end of the 60 days, Licensee will have an additional 30 days to remove all improvements made in the property at the sole cost and expense of the Licensee. Licensee agrees to remove all improvements and restore the property in accordance to City standards, conditions and requirements. Should the Licensee fail to remove the improvements and restore the property to the City's satisfaction, the City may have the improvements removed at the cost of the Licensee. Licensee agrees that upon notice of the costs of removal of the improvements and restoration of the property, and their refusal to reimburse the City, the City may file a lien against their property (adjacent to the licensed property) for the removal and restoration costs.
9. In exchange for the granting of this License Agreement, the Licensee shall:
 - a. Install and maintain a fence at their own expense for as long as this License Agreement remains in effect.
 - b. The City of Kennewick shall not be obligated to reimburse the Licensee due to the revocation or termination of this License Agreement.
 - c. Licensee shall indemnify the City of Kennewick by providing proof of insurance in the amount of one million dollars (\$1,000,000) in the form of a certificate of an insurance for

any and all losses, claims, actions and damages suffered by any persons or entity by reason of or resulting from any negligent, reckless, or intentional act or omission of the Licensee, its agents, employees, invitees, contractors, and any of their sub-contractors in connection with use of the licensed area as defined by Section 1 of this Agreement; naming the City of Kennewick as additional insured. Prior to any construction taking place on the property covered by this license, Licensee shall provide the City said certificate of insurance. Licensee's obligation to maintain insurance for the license property is a condition of this License Agreement. If, as a consequence of any such act or omission, any suit or action is brought against the City of Kennewick, the Licensee, upon notice of the commencement thereof, shall defend the City of Kennewick at no cost and expense to the City and promptly satisfy any final judgment adverse to the City. The indemnification provided in this subsection shall survive the expiration or earlier termination of this Agreement. After each five (5) years, the City shall evaluate the sufficiency of the policy limit, and may request a higher limit.

d. If it is approved by Council, the Licensee will need to submit the current Benton County Auditor recording fee (\$102.00) to the City.

10. Any terms, conditions, requirements, determinations, directions, or decisions by the City of Kennewick with respect to the use of the public property made under this License Agreement are final and are not subject to appeal.

DATED this _____ day of _____, 2019.

CITY OF KENNEWICK

DON BRITAIN, Mayor

Approved as to Form:

LISA BEATON, City Attorney

LICENSEE

SUE FROST

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

I certify that on this _____ day of _____, 2019, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared SUE FROST to me known to be the individual who executed the foregoing instrument and acknowledged said instrument to be his free and voluntary act and deed, and on oath stated that he is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington,
residing at _____, My Commission Exp. _____

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

I certify that on this _____ day of January, 2019, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DON BRITAIN, to me known to be the Mayor of the City of Kennewick, Washington, the corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

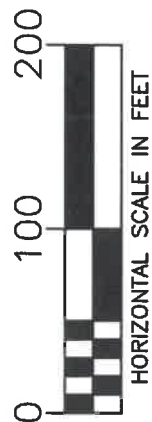
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington,
residing at _____, My Commission Exp. _____

Course	Bearing	Distance
L1	S 08°03'42" E	34.46'
L2	N 58°02'09" W	33.74'
L3	N 51°59'39" W	34.69'
L4	N 44°39'16" W	31.78'
L5	N 40°16'24" W	20.96'
L6	N 28°12'20" W	23.40'
L7	N 30°24'38" W	35.16'
L8	N 25°22'04" W	36.28'
L9	N 17°28'53" W	36.58'
L10	N 03°16'56" E	66.22'
L11	N 44°06'48" W	154.61'

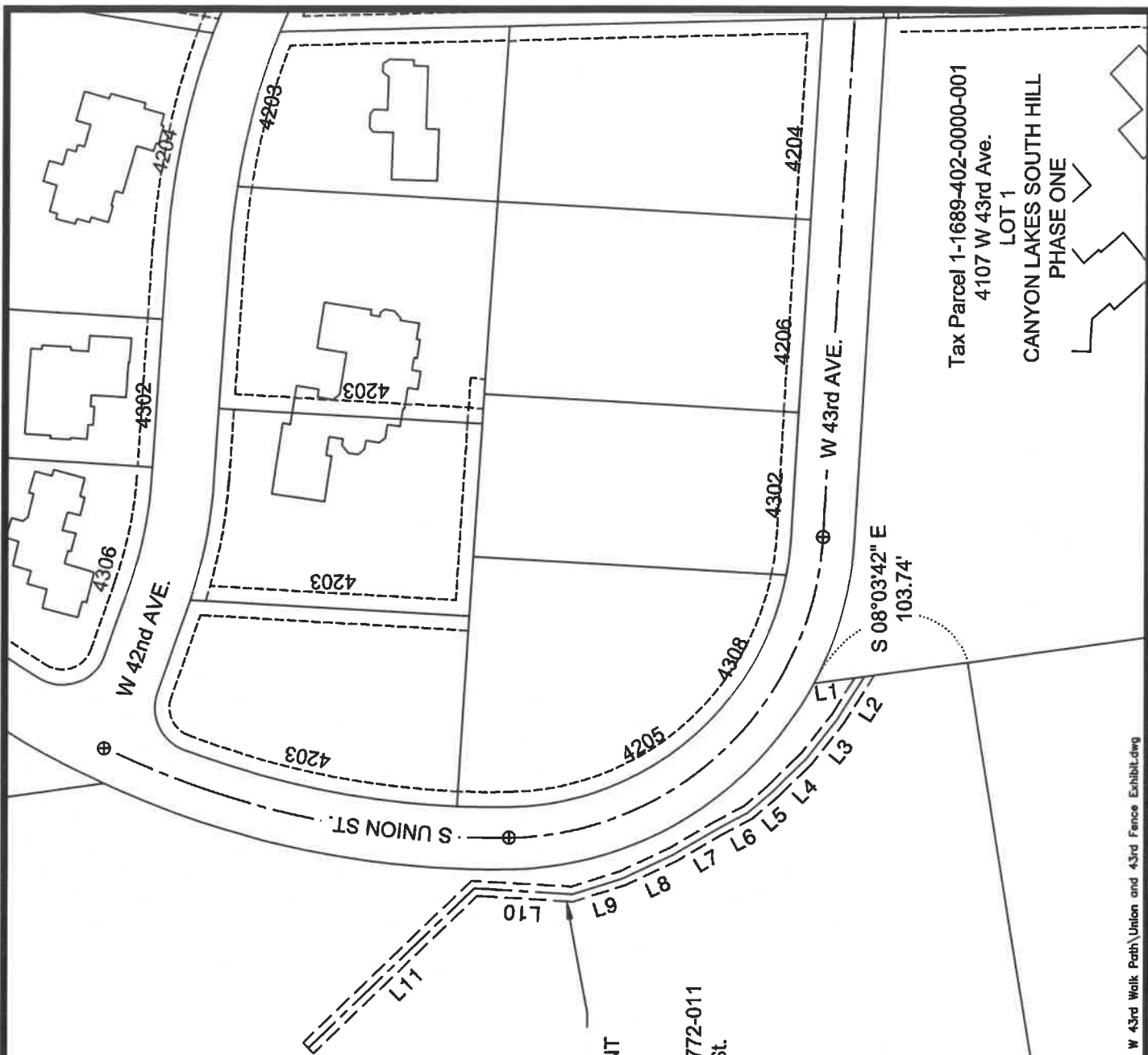
NOTE: 10.00' WIDE
LICENSE AGREEMENT
4734 SQ. FT.

Tax Parcel 1-1689-401-1772-011
4200 South Union St.
LOT 2
S.P. 1772



PUBLIC WORKS
ENGINEERING
DIVISION

Tax Parcel 1-1689-402-0000-001
4107 W 43rd Ave.
LOT 1
CANYON LAKES SOUTH HILL
PHASE ONE



Council Agenda Coversheet 	Agenda Item Number	7.a.	Council Date	05/21/2019	Consent Agenda	☐
	Agenda Item Type	Contract/Agreement/Lease			Ordinance/Reso	☐
	Subject	Southridge Pavilion Naming Rights Agreement			Public Mtg / Hrg	☐
	Ordinance/Reso #		Contract #		Other	☒
	Project #		Permit #		Quasi-Judicial	☐
	Department	Employee & Community Relations				

Recommendation

Authorize the City Manager to sign the Southridge Pavilion Naming Rights Partnership Agreement.

Motion for Consideration

I move to authorize the City Manager to sign the Southridge Pavilion Naming Rights Partnership Agreement.

Summary

Numerica Credit Union has proposed a \$680,000 sponsorship for naming rights of the Pavilion at the Southridge Sports and Events Complex (SSEC). The sponsorship includes:

- Naming rights ("Numerica Pavilion") on all references for the eight (8) year term of the Agreement, including media campaigns; national and local advertising; digital and print promotions; maps and visitor guides; and events.
- Logo/name on interior and exterior of Pavilion; and logo/name on exterior signage around the Complex.
- Category exclusivity (no other Pavilion naming or advertising rights shall be sold to any entity engaged in the business of banking, lending or other financial services without the written permission).

This Partnership Agreement does not impact SSEC branding or the Gesa Carousel of Dreams. The Complex is the whole property, and will continue to be promoted as a City of Kennewick facility, with mention of the "Numerica Pavilion."

The sponsorship is for an 8-year term, renewable for an additional 5 years. It will fund a highway monument sign allowing for City-event advertising, remedy the lack of signage identification on the building, support maintenance and operations, create new amenities, increase promotion, and could attract additional private investment within the Southridge Opportunity Center.

History: In January 2018 the City solicited Pavilion sponsorship interest through a Request for Proposal, outlining an expectation of a minimum \$75k/year investment. No proposals were received at that time. As Numerica and the City partnered on successful promotions like the downtown holiday event since, the Pavilion sponsorship opportunity was revisited.

Alternatives

No alternatives recommended.

Fiscal Impact

The sponsorship is payable at \$85,000 annually for 8 years, totaling \$680,000 in revenue. The estimated cost to execute the sponsorship is capped at \$275,000, including a new City-owned SSEC digital reader board sign visible from Hwy 395. Net proceeds of \$405,000 will be realized over the sponsorship term.

Through	Emily Estes-Cross May 15, 08:47:16 GMT-0700 2019	Attachments: 
Dept Head Approval		
City Mgr Approval	Marie Mosley May 17, 14:16:50 GMT-0700 2019	

☐ Recording Required?

**SOUTHRIDGE PAVILION NAMING RIGHTS
PARTNERSHIP AGREEMENT**

This agreement is made as of the 21st day of May, 2019, by and between the **City of Kennewick**, Washington (hereinafter called the “CITY”), and **Numerica Credit Union** (hereinafter called the “NAMING SPONSOR”); to grant naming rights related to the Southridge Pavilion.

WITNESSETH:

WHEREAS, CITY owns, maintains and operates a Sports Complex known as the “Southridge Sports and Events Complex” (hereinafter referred to as “COMPLEX”), which includes a Pavilion (hereinafter referred to as “PAVILION”).

WHEREAS, CITY desires to sell the naming rights to the PAVILION; and

WHEREAS, NAMING SPONSOR desires to assist in maximizing the PAVILION’s annual attendance and activity which will benefit both the PAVILION and NAMING SPONSOR; and

WHEREAS, NAMING SPONSOR desires to advertise, market, sell, distribute or otherwise promote its products and/or services through one or more of the PAVILION’s advertising programs and the CITY is willing to grant to NAMING SPONSOR certain rights and privileges for that purpose, upon and subject to the terms and conditions hereinafter set forth; and

WHEREAS, CITY and NAMING SPONSOR have agreed Numerica Pavilion is the Mutually Agreeable Name (MAN) for the PAVILION; and

WHEREAS, NAMING SPONSOR desires to maintain the naming rights to the PAVILION for an Eight (8) year period; and

WHEREAS, NAMING SPONSOR, has agreed to pay amounts described in Article V in exchange for naming rights.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I - NAME CHANGE, LOGO, PUBLIC RELATIONS, USE OWNERSHIP

A. Name Change:

1. In accordance with this Agreement, the PAVILION name shall be changed to a name to be mutually acceptable to both CITY and NAMING SPONSOR, hereinafter known as the mutually acceptable name (MAN). CITY retains the right to approve any subsequent change NAMING SPONSOR requests to the PAVILION name, provided such approval shall not be unreasonably withheld. CITY shall permit, consistent with Articles II and

III, the PAVILION displayed name on all signage, materials and other locations whether within or outside of the PAVILION, to be changed to read MAN. All references by CITY to the PAVILION made to any person, firm, corporation, or other entity shall, for the term of this Agreement, be to MAN, including references by CITY made in local, regional, and national media coverage and advertising and to representatives thereof.

2. When referring to the PAVILION outside the Kennewick area the PAVILION will be referred to by MAN at Southridge Sports and Events Complex. This is so potential patrons of the PAVILION are reminded of its location and to promote and identify the Southridge Sports and Events Complex. All PAVILION related material (i.e. stationery, envelopes, and flyers) shall be changed to reference MAN.

B. Logo:

1. NAMING SPONSOR and CITY will work together to develop a mutually acceptable MAN logo.
2. If the NAMING SPONSOR and CITY mutually agree to obtain outside assistance in the development of such logo, the parties shall share equally in the costs of such assistance. NAMING SPONSOR will allow the PAVILION to use up existing consumable (i.e., stationery, flyers, mailers, promotional items, etc.) items before replacing them with the new logo and name. All consumables will be replaced as needed. CITY shall proceed with all due diligence in completing consumable conversion.

C. Public Relations Campaign: Effective upon execution of this agreement, CITY will engage in regional and local public relations campaign announcing the MAN and NAMING SPONSOR'S support of the City of Kennewick and the surrounding area, as the CITY deems appropriate, and with NAMING SPONSOR'S input and approval. CITY and NAMING SPONSOR shall thereafter consider additional means of announcement of the MAN, including but not limited to a newsletter mailing, poster announcements, news releases, trade magazines, etc. CITY shall make good faith efforts to engage in such additional means of announcement.

D. Use of Name and Logos: All uses of the MAN and all logos associated therewith by the CITY or its licensees permitted by this Agreement shall be deemed to be approved with the NAMING SPONSOR's approval of name and logo, consistent with Article I Sections A and B above, including, without limitation, the form and manner of use. CITY agrees to observe reasonable guidelines as may be set by NAMING SPONSOR in connection with the use of such logos, provided that such guidelines are consistent with industry norms and standards. During the term of this Agreement, any additional future use of the MAN and all logos on permanent fixtures related to the Pavilion (not already spelled out in this Agreement) will include NAMING SPONSOR'S input and approval.

1. Grant of License:

NAMING SPONSOR grants to CITY for the Term of this Agreement, permission to (a) use the NAMING SPONSOR's logo in the MAN and the MAN logo described in Article

I of the Agreement and to use the MAN in connection with the operation and promotion of the PAVILION and events occurring at the PAVILION; (b) to apply the MAN to materials designed, manufactured, marketed, or sold by or on behalf of CITY, solely in connection with the operation and promotion of the PAVILION or an event held at the PAVILION (“Merchandise”), to advertising, marketing, or promotional materials for the PAVILION (“Advertising Materials”), and to materials used solely in connection with the operation and promotion of the PAVILION (“Operational Materials”); (c) to provide NAMING SPONSOR with the benefits expressly set forth herein (“Licensed Use” or “Licensed Uses”).

Except for the promotion or mention of the MAN in connection with any broadcast of any event held at or mentioning the PAVILION, which shall not be so restricted, all Advertising Materials shall be distributed solely within the continental United States and Alaska and all Merchandise and Operational Materials shall be distributed only within the Southern Washington geographic area, unless otherwise agreed in writing by NAMING SPONSOR. No other or different rights are granted hereunder to CITY, and CITY shall have no right to use any of the NAMING SPONSORS logos apart from the permitted use of the MAN. CITY shall have no right to use the MAN for any purpose other than those limited rights set forth in this Agreement. Subject to the prior approval of the CITY (such approval shall not be unreasonably withheld), NAMING SPONSOR shall retain the right to use the MAN in conjunction with the naming and sponsorship arrangements provided for under this Agreement and for the marketing and promotion of such arrangement. CITY shall have the right to allow third parties to use the MAN in connection with a Licensed Use; provided, however, that CITY shall ensure that any use of the MAN by third parties shall be in accordance with the terms and conditions of this Agreement.

2. **Ownership of Name and Logo:** CITY acknowledges and agrees that NAMING SPONSOR is the owner of the exclusive right to use its own business name and logos associated therewith and any registrations therefore. CITY will not at any time challenge NAMING SPONSOR’s exclusive right to such name and logos and will not use or permit the use of any name or logo confusingly similar to NAMING SPONSOR’s. NAMING SPONSOR acknowledges CITY’s unrestricted right to use MAN and logos as provided by this Agreement. CITY shall not modify or alter the MAN in any way unless in accordance with the terms of this Agreement.

3. **Conditions of Use:**

- a) **Design of Merchandise, Advertising and Operational Materials.** Before CITY’s use of the MAN on any Merchandise (including any change in or variation of), Advertising, or Operational Materials designed, manufactured, distributed or sold by or on behalf of CITY pursuant to this Agreement, the following must occur: (i) the CITY and NAMING SPONSOR must have agreed upon the MAN, the MAN logo, and a style guide setting forth all variations of the MAN and the MAN logo; (ii) CITY must have submitted to the NAMING SPONSOR for its approval (such approval not to be unreasonably withheld, conditioned or delayed) a representative sample of Merchandise, Advertising and Operational Material bearing the MAN and the MAN logo. Provided NAMING SPONSOR has approved the MAN logo, the

- style guide and how the MAN logo appears on a representative sample of Merchandise, Advertising and Operational Material, CITY shall not be required to obtain the written approval of NAMING SPONSOR prior to each use of the MAN on each such item of Merchandise, Advertising and Operational Material used in accordance with this Agreement. CITY shall pay all costs and expenses incurred in preparing and submitting to NAMING SPONSOR such MAN logo and style guide.
- b) **Merchandise.** All Merchandise bearing the MAN logo shall be consistent with the high-quality reputation associated with NAMING SPONSOR's products.
 - c) **Advertising and Operational Materials.** CITY shall be solely responsible for producing, at its sole expense, any Advertising and Operational Materials CITY reasonably deems necessary to promote the PAVILION in accordance with this Agreement. All Advertising and Operational Materials bearing the MAN logo shall be of the highest quality consistent with the reputation associated with the NAMING SPONSOR's products.

4. Quality:

- a) **Inspection and Quality Control.** All Merchandise, Advertising and Operational Materials bearing the MAN logo shall be of the highest quality, consistent with the reputation associated with the NAMING SPONSOR's products and the standards generally established at other similar facilities. CITY shall ensure quality control (QC) procedures are developed in the manufacturing and distribution process, including, without limitation, inspection (by lot sampling or other reasonable procedure customary in the industry for similar products) of Merchandise prior to their sale, use or distribution, to ensure that all Merchandise marketed, used or sold in connection with this Agreement (i) meets the quality standard set forth above, (ii) meet all Merchandise specifications agreed upon pursuant to Article 1, Section D, 3.(a) above and (iii) are free from defects in workmanship and material. CITY shall provide NAMING SPONSOR with any information reasonably requested by NAMING SPONSOR relating to QC procedures implemented by CITY and the results thereof. In addition, upon reasonable request, CITY shall provide NAMING SPONSOR with a reasonable number of production samples of each type of Merchandise, Advertising and Operational Materials to enable NAMING SPONSOR to verify the requirements of this Agreement have been satisfied. Notwithstanding the generality of the foregoing, a use of the MAN by CITY shall be deemed to satisfy NAMING SPONSOR's standards of quality if the following criteria are satisfied: (i) the use of the MAN is in connection with a Licensed Use; (ii) the appearance (e.g. form, color, type, style, orientation, etc.) of the MAN is in accordance with the standards of usage set forth in the mutually approved style guide; (iii) the use of the MAN is consistent with the terms and conditions of this Agreement; (iv) the use of the MAN shall not feature or incorporate any obscene or defamatory subject matter; and (v) the MAN is being used, and the PAVILION is being operated and maintained, in a manner consistent with the standards generally established at other similar facilities.
- b) **Compliance with NAMING SPONSOR Trademark Guidelines.** CITY's use of the MAN shall be in compliance with NAMING SPONSOR's Brand Guidelines which shall be provided by NAMING SPONSOR. NAMING SPONSOR standards and

procedures for branding, advertising, marketing, or promotion, as applicable, shall apply in all respects to the use of any MAN. CITY shall not obtain any independent rights to the MAN or NAMING SPONSOR Marks (logos, trademarks, etc.) and shall not register or try to register any trademark or Internet domain name that, according to NAMING SPONSOR's reasonable judgment, is confusingly similar to the MAN or contains the NAMING SPONSOR's Marks as an element.

5. **Enforcement:** Upon the request of NAMING SPONSOR, CITY agrees to assist NAMING SPONSOR in the protection of the MAN and shall provide, at reasonable cost as determined by CITY and to be borne by CITY, any evidence, documents, and testimony concerning the use by CITY of the MAN, which NAMING SPONSOR may request for use in obtaining, defending, or enforcing rights in the MAN or any related application or registration. CITY shall promptly notify NAMING SPONSOR in writing of any known infringements or imitations by others of the MAN of which CITY becomes aware. NAMING SPONSOR shall have the right to determine whether or not any action shall be taken on account of any such infringements or imitations. In the event NAMING SPONSOR does not take any action against a third party for infringing on NAMING SPONSOR's rights to the MAN within ninety (90) days after receipt of notice thereof, CITY shall have the right, but no obligation, to file suit or take other appropriate action against infringers of the MAN upon notice to NAMING SPONSOR.
 6. **Compliance with Laws:** CITY agrees to comply with all applicable federal, state, and local laws and regulations and agrees in connection with the manufacture, marketing, sale and distribution of Merchandise bearing the MAN Logo and the exercise of its rights and performance of its obligations under this Agreement and shall refrain from any activities that, according to the reasonable judgment of NAMING SPONSOR, could harm the reputation and goodwill of NAMING SPONSOR or the MAN. CITY shall obtain all permits and licenses required to exercise its rights and perform its obligations hereunder and collect, pay, and remit all applicable sales and other taxes. NAMING SPONSOR agrees to cooperate with CITY in connection with CITY's efforts to obtain and maintain all permits and licenses required to exercise NAMING SPONSOR's rights and perform its obligations hereunder.
- E. **Crisis Management/Protection of Reputation:** CITY will provide the NAMING SPONSOR with a copy of the CITY's crisis management plan. CITY will also notify NAMING SPONSOR of any and all significant events occurring within the PAVILION that may affect NAMING SPONSOR within one (1) business day of the CITY being made aware of the event happening. Further, the Parties acknowledge and agree that upon notice of any event scheduled to occur within the PAVILION that NAMING SPONSOR, in its sole reasonable discretion, determines to be potentially harmful to NAMING SPONSOR's reputation and/or lead to unwanted or unfavorable publicity, NAMING SPONSOR shall have: (i) the right to modify any MAN signage, including, but not limited to, covering up any MAN signage, in an effort to lessen and/or prevent reputational risk to NAMING SPONSOR; and (ii) decision making authority with respect to any public communication that is necessitated by such scheduled event.

ARTICLE II - AMENITIES

A. Signage and Displays: Unless otherwise provided herein, CITY shall provide at its sole cost and expense, with a not to exceed value of Two Hundred Seventy Five Thousand Dollars and no cents (\$275,000.00), signage at the following locations bearing the MAN:

1. Interior Building Locations:

- a) Exclusive right for lobby branding within the PAVILION. The lobby shall have the same look and features as the NAMING SPONSOR's lobby at the Three Rivers Convention Center in Kennewick, WA to include the following, at NAMING SPONSOR's discretion and CITY approval: signage, literature, furniture, window clings and promotional collateral. The CITY shall be responsible for all costs associated with the fixed signage, within the collective not to exceed limit for this Article, and the NAMING SPONSOR shall be responsible for the costs of literature, furniture, window clings and promotional collateral.
- b) Exclusive right for a NAMING SPONSOR's logo or MAN decal on the back wall.
- c) Exclusive right for a NAMING SPONSOR's logo or MAN sign in the lobby.
- d) Exclusive right for a NAMING SPONSOR's logo or MAN sign or decal in the Pavilions upstairs office/conference area.
- e) The exact size, location and design of the interior signage or decals will be mutually agreed between the NAMING SPONSOR and the CITY.
- f) The CITY shall be responsible for all costs associated with the signs, within the not to exceed limit.

2. Exterior Building Locations:

- a) Exclusive right to post and display one (1) illuminated sign, size options will vary depending on the location, on the exterior of the Pavilion building. The sign will be located at the main entrance or side of NAMING SPONSOR's choice.
- b) One (1) non-illuminated sign on the front of the PAVILLION. Size and location are at the discretion of the CITY after consulting with the NAMING SPONSOR.
- c) A sign on the Southridge Boulevard monument sign. Size and location are at the discretion of the CITY after consulting with the NAMING SPONSOR.
- d) Non-exclusive right to post and display two (2) four (4) foot by eight (8) foot (4' x 8') dibond aluminum signs throughout the COMPLEX as follows:
 - 1. One (1) sign at the plaza building.
 - 2. One (1) sign at the HUB (central point between the softball fields where the concessions stands are located).
- e) One (1) wayfinding sign on each of the COMPLEX's three (3) vertical maroon wayfinding poles.
- f) One (1) landmark notation on each of the COMPLEX's three (3) wayfinding COMPLEX map signs.
- g) One (1) six (6) foot by sixteen (16) foot (6' x 16') outfield banner at the ballfield.
- h) The CITY hereby grants NAMING SPONSOR the right to prominent branding on the 30' monument highway sign. Signage on the monument highway sign shall be no less than three (3) feet six (6) inches by twelve (12) foot (3'6" x 12') in size.
- i) Display messages on 30' monument highway sign digital board. The digital board shall

- be no less than eight (8) feet by eighteen (18) feet (8' x 18'). Messages will be limited to one (1) per programmed messaging loop/sequence. NAMING SPONSOR shall have the right to change the message at NAMING SPONSOR's discretion but at no time be allowed more than one (1) marketing message per programmed messaging loop/sequence. The CITY intends to keep the messaging loop/sequence limited to ten (10) messages or less per loop/sequence on a routine basis. The CITY reserves the right to increase the messaging loop/sequence should a critical city-related business need arise.
- j) The sign and branding construction, materials, layout, content, and colors shall be approved by the CITY prior to posting, and the CITY reserves the right to remove any sign that is objectively offensive or inappropriate for the venue.
 - k) The exact location and design of the exterior signage will be mutually agreed between the NAMING SPONSOR and the CITY.
 - l) Unless otherwise provided herein, All COMPLEX signage that is not affixed directly to the PAVILION shall be directional, "wayfinding" or for promotion of the PAVILION, using the MAN.
 - m) The CITY shall be responsible for all costs associated with the signs.

B. Promotional Opportunities: CITY shall further provide to NAMING SPONSOR the following at CITY's sole cost and expense:

1. Product Placement:

- a) A kiosk or other promotional display to be used for material relating to the NAMING SPONSOR and its products and services in a prominent position within the PAVILION. The costs and expenses for the content of such display (i.e. flyers, brochures, etc.) will be the NAMING SPONSORS responsibility.

2. Website:

- a) The COMPLEX will continue to operate a branded website.
- b) The website will remain www.playsouthridge.com.
 - 1. Recognition on website's Sponsors/Service Partner page with logo, corporate web link, and descriptive paragraph about NAMING SPONSOR.
 - 2. Reference on the About Us tab for the PAVILION under the MAN.
 - 3. Featured picture of the PAVILION with the MAN sign and heading on the homepage for the COMPLEX with a description of the facility.
 - 4. Size of NAMING SPONSOR's logo and link on the Southridge Sports and Events Complex website is within the discretion of the CITY and to be determined by the CITY in its production and maintenance of the website.

3. Marketing:

- a) On-going promotional and marketing assistance, including, but not limited to, newsletters and e-mail lists to notify potential customers of upcoming events at the PAVILION by utilizing the NAMING SPONSOR's contact lists, including billing stuffers, social media, e-mail databases, etc., in order to give customers the opportunity to buy tickets for public events. All of these services are subject to approval of the CITY, artist and/or promoter.

- b) During the term of this Agreement, subject to the terms and conditions contained herein, NAMING SPONSOR's logo and branding will be used in all City advertising done via web, social media and digital and print for Pavilion promotion and reference to the extent possible.
- c) Name recognition in local, regional, national and international media coverage and advertising.
- d) Additional benefits including autographed posters, mementos, etc. (subject to cooperation of performers).
- e) Ongoing promotional and marketing opportunities.

4. Event Tickets and Sponsorship:

- a) Subject to State law and City code, the CITY will work with event promoters to make available from time to time, tickets available to NAMING SPONSOR for distribution to local charities, youth organizations, schools and social service agencies.
- b) NAMING SPONSOR will be required to purchase said tickets for distribution.
- c) The NAMING SPONSOR will have the right to activation opportunities that include an onsite location no larger than ten (10) feet by twenty (20) feet (10' x 20') at select events and baseball/softball tournaments, during this Agreement. NAMING SPONSOR will be allowed to use these opportunities to distribute literature, promotional items and showcase their services. Location placement at select events and/or tournaments is at the discretion of the CITY.

C. Reports and Surveys:

- 1. NAMING SPONSOR shall receive an annual report from CITY regarding events, promotions, attendance, media clippings, traffic and other elements from which NAMING SPONSOR will derive value from their sponsorship.
- 2. NAMING SPONSOR shall have the opportunity to survey PAVILION event attendees four times per year at the expense of the NAMING SPONSOR.

ARTICLE III - SIGNAGE INSTALLATION AND MAINTENANCE

A. Signage Installation: CITY shall pay for the initial signage installation, mutually agreed upon in ARTICLE II, Section A, unless otherwise stated, of the signs bearing the MAN name, including necessary and related equipment. Any subsequent name change made by NAMING SPONSOR and additional signage installation resulting there from shall be the responsibility of NAMING SPONSOR. City shall proceed with all due diligence in completing signage installation, construction, and name conversion. During the term of this Agreement, NAMING SPONSOR shall have to the right to inspect the Complex and other locales where the signage is to be installed, during normal business hours. "Installation" as used herein shall include equipment or structures as required, providing for an erection of signage, and providing all electrical distribution, connection, and conduit to signage, unless otherwise stated.

B. Location of Signage: The location of the signage and number of signs shall be mutually

agreed upon between the parties but minimally shall include the signage outlined in Article II, Section A.

- C. Maintenance:** The CITY, at its own cost and expense, shall provide all reasonable maintenance of the signage and related equipment throughout the term of the agreement. Maintenance, herein, does not include capital replacement.
- D. Signage as Property of City:** Except as set forth in Article I, Section D, Item 2, signage and related equipment provided and installed by the CITY shall remain property of the CITY. Signage and related equipment provided and installed by the NAMING SPONSOR shall remain the property of the NAMING SPONSOR.

ARTICLE IV - ADVERTISING

- A. Advertising Policies:** NAMING SPONSOR agrees to abide by CITY policies on advertising within and relative to the PAVILION. Events may be held within the PAVILION that are sponsored by other businesses, and in that case, temporary banners or other signage may be hung, subject to the provisions set forth in Article IV, Section B, and/or public address announcements could be made. NAMING SPONSOR further acknowledges that CITY is retaining the right to sell advertising rights at the PAVILION and COMPLEX, subject to the provision set forth in Article IV, Section B, items 1 and 2.

B. Product Category Exclusivity:

1. During the term of this Agreement or extension thereof, the CITY shall refrain from selling PAVILION permanent naming or advertising rights to any person, firm, corporation, or entity that is engaged in the business of banking, lending or other financial service, unless the CITY has written permission from NAMING SPONSOR. This Article IV, Section B shall not prohibit CITY from renting the PAVILION to a Competitor for an event; provided, however, that such Competitor shall not display more than two (2) banners, each up to 50 square feet in size, and Competitor shall not cover up any NAMING SPONSOR's signage or marketing materials at the PAVILION or COMPLEX during the event with any Competing promotional material or decorations.
2. Federal regulations limit the amount of private business activity (inclusive of Naming Rights) that can occur at the Southridge Sports and Events Complex due to the fact that the COMPLEX was constructed with the proceeds of tax-exempt debt. Due to these regulations and based on the terms of this Agreement, the CITY will be severely restricted in its ability to pursue an additional Naming Rights Partnership Agreement for the COMPLEX without jeopardizing the tax-exempt status of its outstanding bonds. However, in the event the CITY does enter into a Naming Rights Partnership Agreement for the COMPLEX during the period covered by this Agreement, the NAMING SPONSOR shall have the right to terminate/opt-out of this Agreement.
3. Additionally, Sponsored Events and Competitor rentals or events will be required to use the proper MAN of the Pavilion on all marketing materials when referencing to the

location of the event.

4. This exclusivity does not extend to the existing Gesa Carousel of Dreams or any Sponsored Events. Sponsored Events shall adhere to the same guidelines as Competitor rentals or events as stipulated in Article IV, Section B, item 1 and 2.
5. In the event of a partnership event between the Gesa Carousel of Dreams and NAMING SPONSOR for the PAVILION, the marketing language, in terms of who is named first in all advertising shall be determined by sponsorship share. The party with the largest financial share for the partnership event shall be named first.

Digital board advertising shall be limited to only city-site community events city-wide. No commercial advertising will be allowed.

ARTICLE V - FEES AND CHARGES

- A. Payment:** NAMING SPONSOR shall pay to the CITY the sum of Six Hundred Eighty Thousand Dollars and no cents (\$680,000.00) in consideration of this Eight (8) year agreement in the following manner:

Year 1	\$85,000	Annual Payment Due by May 30 th , 2019
Year 2	\$85,000	Annual Payment Due by April 15 th , 2020
Year 3	\$85,000	Annual Payment Due by April 15 th , 2021
Year 4	\$85,000	Annual Payment Due by April 15 th , 2022
Year 5	\$85,000	Annual Payment Due by April 15 th , 2023
Year 6	\$85,000	Annual Payment Due by April 15 th , 2024
Year 7	\$85,000	Annual Payment Due by April 15 th , 2025
Year 8	\$85,000	Annual Payment Due by April 15 th , 2026

ARTICLE VI - TERM / TERMINATION / RENEWAL

- A. Term:** The initial term of this Agreement shall commence on the date hereof ("Effective Date") and shall continue until April 30, 2027, with the option of renewal for an additional Five (5) years following the initial term at a mutually agreeable rate, unless otherwise terminated in accordance with Article VI, Section B and C. If during the term of this agreement the PAVILION is expanded or replaced, this agreement shall extend to the designated areas expanded for the PAVILION exclusive use or the new facility for the duration of the term.
- B. Termination for Defaults and Material Breaches.** Each of the following shall constitute a breach and material default of this Agreement:
1. The failure by the NAMING SPONSOR to cure a payment default under this Agreement (notwithstanding the right of the CITY to interest on any such sums that become delinquent);

2. Either party's failure to comply with a material term or condition of, or to satisfy a material obligation it has assumed under, this Agreement.

C. Termination for Failure to Correct, Remedy, or Cease Failure of Violation of Agreement Within a Reasonable Time After Receipt of Notice Thereof. In the event either party to this Agreement fails to perform any obligation hereunder, or violates any provision of this Agreement, the other party may give notice to such party of such failure and demand the performance of such party's obligations hereunder or compliance with the terms and conditions hereof within a reasonable period after the date of such notice (the "Cure Period"), which Cure Period shall not exceed ninety (90) days. Notwithstanding the foregoing, in the event of a breach of the CITY's obligations under Article I, such Cure Period shall not exceed thirty (30) days, provided, however, if the breach specified in such notice is curable but of a nature such that it cannot be cured through the exercise of reasonable diligence within the 30-day cure period, then such 30-day cure period shall be extended to a period as is reasonable (but in no event later than 180 days) to cure said breach, provided that CITY has proceeded at all times and continues to proceed in a diligent and reasonable manner to cure. In the event the party receiving notice of such failure or violation does not correct, remedy, or cease such failure or violation within the Cure Period specified in such notice, the other party may terminate this Agreement, whereupon all obligations of the parties hereto that had not been incurred as of the effective termination date, including but not limited to the obligation to pay the balance of fees due, to thereafter identify the PAVILION as the MAN and to display the MAN in connection therewith, shall terminate.

D. Remedies Available Upon Termination of a Party's Rights.

1. **NAMING SPONSOR Remedies:** In the event that the CITY's rights under this Agreement are terminated by NAMING SPONSOR pursuant to this section, the Annual Fee payable pursuant to Article V, Section A hereof shall be prorated on the basis of 365 calendar days, and the amount of the Annual Fee that has been paid and is attributable to the period of time after the effective date of such termination shall be refunded to NAMING SPONSOR or its successor or assignee, as appropriate.
2. **CITY Remedies:** In the event that NAMING SPONSOR's rights under this Agreement are terminated by CITY pursuant to this section, CITY, without any further proceedings, may grant and license the title sponsorship rights to the PAVILION to one or more other persons or entities during any portion of the term remaining under this Agreement had it not been terminated, and receive license fees therefor; Provided, that notwithstanding such termination, NAMING SPONSOR's liability for the additional payment to be paid to the CITY pursuant to Article V, Section A shall not be extinguished, and NAMING SPONSOR shall pay to CITY the difference between said annual fee and the sum CITY receives for the title sponsorship from such other persons or entities during the period beginning on the date NAMING SPONSOR's rights under this Agreement are terminated and ending on the scheduled expiration date of this Agreement. Such payment shall be made annually, within fifteen (15) days after the date of the CITY's invoice to NAMING SPONSOR. In the event that NAMING SPONSOR's rights under this Agreement are terminated pursuant to this section, CITY shall make a good faith effort to obtain the fair

market value for the title sponsorship rights that are licensed to any third party or parties during that portion of the term of this Agreement that follows the effective termination of NAMING SPONSOR's rights. If CITY fails to negotiate a fair market value upon resale of the title sponsorship rights, NAMING SPONSOR's liability under this subsection shall be limited to an amount equal to the difference between the additional annual fees to be paid hereunder and the current fair market value of such title sponsorship rights.

3. **Removal of NAMING SPONSOR's Marks.** After the termination or expiration of this Agreement, CITY's license to use the PAVILION MAN and the NAMING SPONSOR's Marks shall immediately terminate and CITY shall not be entitled to use the PAVILION MAN, except as provided in this Section D.3. Following the termination or expiration of this Agreement, CITY shall have a reasonable time (not to exceed six (6) months) to remove the NAMING SPONSOR's Marks from all signage and advertising and to sell through or use up any materials bearing the NAMING SPONSOR's Marks, provided such use is otherwise in strict accordance with the terms of this Agreement. After such time, CITY must destroy or deliver to NAMING SPONSOR all remaining inventory of materials bearing the PAVILION MAN.

E. Voluntary Termination. This Agreement may be terminated upon the mutual written consent of the CITY and NAMING SPONSOR.

F. Effect of Voluntary Termination. Upon the voluntary termination of this Agreement, unless otherwise provided herein, CITY and NAMING SPONSOR shall have no further obligations under this Agreement. CITY shall, within thirty (30) days of termination, remit to NAMING SPONSOR such amounts that NAMING SPONSOR has pre-paid for the naming rights granted hereunder, as determined on a pro-rata basis based upon the payments specified in Article V, Section A.

G. Right of Renewal. This Agreement may be renewed by mutual agreement of both parties for one (1) additional five (5) year term at a rate to be mutually agreed upon by the parties, upon written notice given by the NAMING SPONSOR to the CITY no later than one (1) year prior to the date this Agreement would otherwise terminate.

The renewal Agreement, including the rate mutually agreed upon, shall be documented in writing and signed by the NAMING SPONSOR and CITY prior to the termination of this Agreement.

ARTICLE VII - REPRESENTATIONS AND WARRANTIES

A. CITY hereby represents and warrants to NAMING SPONSOR that:

1. **Authorization:** CITY has all requisite power and authority to enter into this Agreement and to consummate the transactions contemplated herein. All acts and proceedings required for the authorization, execution, delivery, and performance of this Agreement have been taken. This Agreement and all documents and instruments delivered hereunder are legal, valid, and binding on CITY and enforceable in accordance with their respective

terms.

2. **Ownership:** CITY is the exclusive owner of the PAVILION and shall retain all rights and privileges of ownership. CITY retains all rights and privileges; including but not limited to, decisions regarding programming, operations, financial affairs, promotions, marketing and management.
3. **Compliance:** To the best of the CITY's knowledge, the ownership and operation of the PAVILION have been and are on the date hereof being conducted in compliance with all applicable federal, state, and local laws, rules, and regulations, including but not limited to environmental laws. CITY is not in violation or breach of, or in default under any term or provision of any business commitment with any other party and no event has occurred that, with the giving of notice or the passage of time or both, would constitute such a violation, breach or default. The execution, delivery and performance by CITY of this Agreement will not:
 - a) Require any consent or approval from any person not already received;
 - b) Require any authorization, consent, approval, license, exemption by or filing or registration with any court or governmental department, commission, board, bureau, agency, or instrumentality of government which has not been validly and lawfully obtained;
 - c) Cause CITY to violate or contravene and provisions of law, any rule or regulation of any agency or government, whether federal, state, local, or foreign, any order, writ, decree, judgement, injunction, or determination of award;
 - d) Violate or be in conflict with, result in a breach of or constitute (with or without notice or the lapse of time or both) a default under any contract with any other party; or
 - e) Result in the creation or imposition of any lien. CITY is not subject to any restriction of any kind or character which materially and adversely affects in any way the business, property, or assets of the PAVILION or which prohibits CITY from entering into this Agreement or would prevent or make burdensome the performance of or compliance with all or any part of this Agreement or the consummation of the transactions contemplated hereby.
4. **Disclosures:** To the best of the CITY's knowledge, there is no fact known to CITY, which CITY has not fully disclosed to NAMING SPONSOR in writing with respect to the assets, liabilities, financial condition, employees, ownership or performance of CITY or the PAVILION, or, to the best of CITY's knowledge, with respect to marketing, business prospects, competition, industry or similar factors of general application, which would or may be likely to have a materially adverse effect upon the existing or expected financial condition, business retention, operating results, assets, customer relations, employee relations or business prospects of the PAVILION. No representation or warranty by CITY contained in this Agreement and no statement contained in any other documents to be furnished to NAMING SPONSOR contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein not misleading.

B. NAMING SPONSOR hereby represents and warrants to CITY that:

- 1. Authorization:** NAMING SPONSOR has all requisite power and authority to enter into this Agreement and to consummate the transactions contemplated herein. All acts and proceedings required for the authorization, execution, delivery, and performance of this Agreement have been taken. This Agreement and all documents and instruments delivered hereunder are legal, valid, and binding on NAMING SPONSOR and enforceable in accordance with their respective terms.
- 2. Compliance:** NAMING SPONSOR have been and are on the date hereof being conducted in compliance with all applicable federal, state, and local laws, rules, and regulations, including but not limited to environmental laws. NAMING SPONSOR is not in violation or breach of, or in default under any term or provision of any business commitment with any other party, and no event has occurred that, with the giving of notice or the passage of time or both, would constitute such a violation, breach or default. The execution, delivery and performance by NAMING SPONSOR of this Agreement will not:
 - a)** Require any consent or approval from any person not already received;
 - b)** Require any authorization, consent, approval, license, exemption by or filing or registration with any court or governmental department, commission, board, bureau, agency, or instrumentality of government which has not been validly and lawfully obtained
 - c)** Cause NAMING SPONSOR to violate or contravene and provisions of law, any rule or regulation of any agency or government, whether federal, state, local, or foreign, any order, writ, decree, judgement, injunction, or determination of award;
 - d)** Violate or be in conflict with, result in a breach of or constitute (with or without notice or the lapse of time or both) a default under any contract with any other party; or
 - e)** Result in the creation or imposition of any lien.
- 3. Disclosures:** There is no fact known to NAMING SPONSOR, which NAMING SPONSOR has not fully disclosed to CITY in writing with respect to marketing, business prospects, competition, industry or similar factors of general application, which would or may be likely to have a materially adverse effect upon the existing or expected financial condition, business retention, operating results, assets, customer relations, employee relations or business prospects of the NAMING SPONSOR.

ARTICLE VIII - INSURANCE

Property damage coverage on the PAVILION will at all times of this agreement be maintained by CITY. NAMING SPONSOR, and any and all of its contractors and subcontractors, shall maintain insurance coverage at all times during any NAMING SPONSOR activities, and for NAMING SPONSOR's use of the PAVILION, and said insurance requirements to be consistent with standard PAVILION operating procedures in force.

ARTICLE IX - INDEMNIFICATION; LIMITATION OF LIABILITY

A. Indemnification:

1. CITY and NAMING SPONSOR shall indemnify and hold the other (hereinafter the "indemnified parties") harmless from any and all losses, claims, actions, damages, and expenses, including attorneys' fees, arising out of or resulting from every act or omission of the indemnifying party or any of its officers, agents, contractors, consultants, or employees under this Agreement.
2. In addition to the foregoing, NAMING SPONSOR shall indemnify CITY from any and all losses, claims, actions, damages, and expenses, including attorneys' fees, arising out of or resulting from any breach or infringement of copyright, trademark, or other intellectual property rights in the course of the utilization of any name or logo provided or selected solely by the NAMING SPONSOR.

B. Limitation of Liability: In no event shall either party be liable for special, indirect or consequential damages in connection with or arising out of this Agreement.

C. NAMING SPONSOR as User or Tenant: Indemnification and limitations of liability in Article IX, Section A and B, herein shall not relieve the NAMING SPONSOR of its responsibilities for insurance and other normal tenant requirements on those occasions when the NAMING SPONSOR is a tenant or user of the PAVILION.

ARTICLE X - MISCELLANEOUS

A. Amendments: Neither this Agreement nor any term or provision hereof may be changed, waived, discharged or terminated, except by a written instrument signed by the parties hereto.

B. Interpretation of Agreement: The captions preceding the articles and sections of this Agreement have been inserted for convenience of reference only and such captions shall in no way define or limit the scope of intent of any provision of this Agreement. This Agreement has been negotiated at arm's length between persons sophisticated and knowledgeable in the matters dealt with hereto and shall be interpreted to achieve the intents and purposes of the parties without any presumption against the party responsible for drafting any part of this Agreement. Provisions in this Agreement relating to number of days shall be calendar days, unless otherwise specified, provided that if the last day of any period to give notice, reply to a notice or to undertake any other action occurs on a Saturday, Sunday or a bank or CITY holiday, then the last day for undertaking the action of giving or replying to the notice shall be the next succeeding business day. Use of the word "including" or similar words shall not be construed to limit any general term, statement or other matter in this Agreement, whether or not language of non-limitation, such as "without limitation" or similar words, are used. Unless otherwise provided herein, whenever the consent of CITY or NAMING SPONSOR is required to be obtained, CITY or NAMING SPONSOR, as the case may be, may give or withhold such consent in its sole and absolute discretion.

C. Severability: If any provision of this Agreement or the application thereof to any person,

entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to such person, entity or circumstance other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

- D. Force Majeure; Substantial Damage:** In the event that either party to this Agreement is unable to perform its obligations hereunder or to enjoy any of its benefits because of the substantial damage or destruction of the PAVILION due to any cause, a natural disaster, or action or decree of a governmental body with appropriate jurisdiction (hereinafter referred to as a "Force Majeure Event"), the party that has been so affected shall immediately give notice to the other party of such fact and shall do everything possible to resume its performance. Upon the other party's receipt of such notice, each party's obligations hereunder shall be suspended for the period of such Force Majeure Event and, if applicable, the payments due pursuant to Article V, Section A shall be reduced pro rata and NAMING SPONSOR shall be refunded the difference between the amounts paid and the amount of the reduced payment. If the Force Majeure Event lasts for a period of two (2) or more years from and after the date that the other party receives notice of such Force Majeure Event and the party that received such notice has been able to perform its obligations hereunder despite such Force Majeure Event, the party that received such notice may terminate this Agreement by giving notice thereof to the party unable to perform because of such Force Majeure Event.
- E. Attorney Fees:** In the event that either CITY or NAMING SPONSOR fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder (whether or not such action is prosecuted to judgement), including without limitation, court costs and reasonable attorneys' fees. For purposes of this Agreement, reasonable fees for the Office of the City Attorney shall be based on the fees regularly charged by private attorneys practicing in Kennewick with the equivalent number of years of experience in the subject matter area of law which the City Attorney's services were rendered.
- F. Time of Essence:** Time is of the essence with respect to all provisions of this Agreement in which a definite time for performance is specified including, but not limited to, the expiration of the term.
- G. Cumulative Remedies:** All rights and remedies of either party hereto set forth in this Agreement shall be cumulative, except as may otherwise be provided herein.
- H. Survival of Indemnities:** Termination of this Agreement shall not affect the right of CITY or NAMING SPONSOR to enforce any and all indemnities and representations and warranties given or made to the other party under this Agreement, nor shall it affect any provision of this Agreement that expressly states it shall survive termination hereof.
- I. Notices:** All notices hereunder shall be in writing and shall be deemed to have been duly given upon receipt, if personally delivered, or on the third business day following mailing by

the United States mail, postage prepaid, addressed to the parties at the following addresses or at such other addresses as shall be specified in writing and in accordance with this Section:

If to NAMING SPONSOR:

In Person:
Numerica Credit Union
14610 East Sprague Ave.
Spokane Valley, WA 99216
Attn: Amanda Swan
cc: General Counsel

Mailing:
Numerica Credit Union
P.O. Box 4000
Spokane Valley, WA 99037
Attn: Amanda Swan
cc: General Counsel

If to CITY:

In Person:
Kennewick City Hall
210 W 6th Ave.
Kennewick, WA 99336
Attn: Marie Mosley

Mailing:
City of Kennewick
P.O. Box 6108
Kennewick, WA 99336-0108
Attn: Marie Mosley

- J. Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
- K. Arbitration:** Any dispute, controversy, or claim between the parties or their successors arising out of or connected with this Agreement, its interpretation, the breach thereof or any other agreement entered into in connection with the transactions contemplated herein, including the arbitrability of such dispute, controversy, or claim, shall be settled by final and binding arbitration venued in Benton County, Washington in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgement upon the award entered by the arbitrator may be entered in any court having jurisdiction thereof; provided, however, that nothing herein shall be construed to prohibit any party from seeking in any court of competent jurisdiction any injunctive relief to which it is entitled hereunder.
- L. Successors and Assigns:** NAMING SPONSOR may assign this Agreement to any parent, subsidiary, or entity purchasing substantially all of the assets of NAMING SPONSOR. CITY retains the right to approve any name change to the PAVILION pursuant to Article I, Section A, Item 1. This Agreement shall inure to the benefit of and shall be binding upon the parties and their successors and assigns.
- M. Entire Agreement:** This Agreement shall constitute the entire agreement of the parties. Any and all prior agreements or understandings of the parties shall, upon execution of this Agreement, be null and void.
- N. Waiver:** Any term or condition of this Agreement may be waived at any time by the party entitled to the benefit thereof. The waiver of any term or condition shall not be construed as a waiver of any other term or condition of this Agreement.
- O. Relationship of Parties:** Except as may otherwise be expressly provided herein, the parties shall not be considered agents, employees, partners, or joint ventures of one another under

the terms of this Agreement for any reason whatsoever.

P. Agreement Executed in Counterparts: This Agreement may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect.

Q. Agreement Subject to Approval by City Council: Notwithstanding anything to the contrary contained in this Agreement, NAMING SPONSOR acknowledges and agrees that no officer or employee of the CITY has authority to commit CITY hereto unless and until authorized by the City Council approving this Agreement. Therefore, any obligations or liabilities of the CITY hereunder are contingent upon approval of this Agreement shall not be effective unless the City Council approves this Agreement, in its sole and absolute discretion, and in accordance with all applicable laws.

IN WITNESS THEREOF, this Agreement has been duly executed by the parties herein named, on the day and year first above written.

CITY OF KENNEWICK

NUMERICA CREDIT UNION

By: _____
Marie E. Mosley
City Manager

By: _____
Carla Cicero
President and CEO

APPROVED AS TO FORM:

Lisa Beaton
City Attorney

NAMING SPONSOR Contact Information:
Numerica Credit Union / 509-755-7332
P.O. Box 4000
Spokane Valley, WA 99037
Contact: Carla Cicero
Title: President and CEO
Email: cciero@numericacu.com

ATTEST:

Terri L. Wright
City Clerk

Pavilion Naming Rights Sponsorship

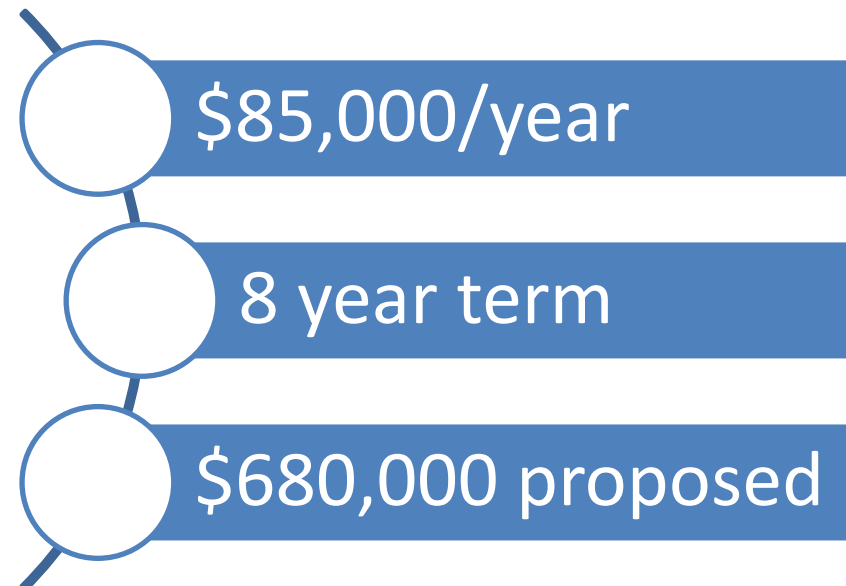


SOUTHRIDGE
Sports & Events Complex



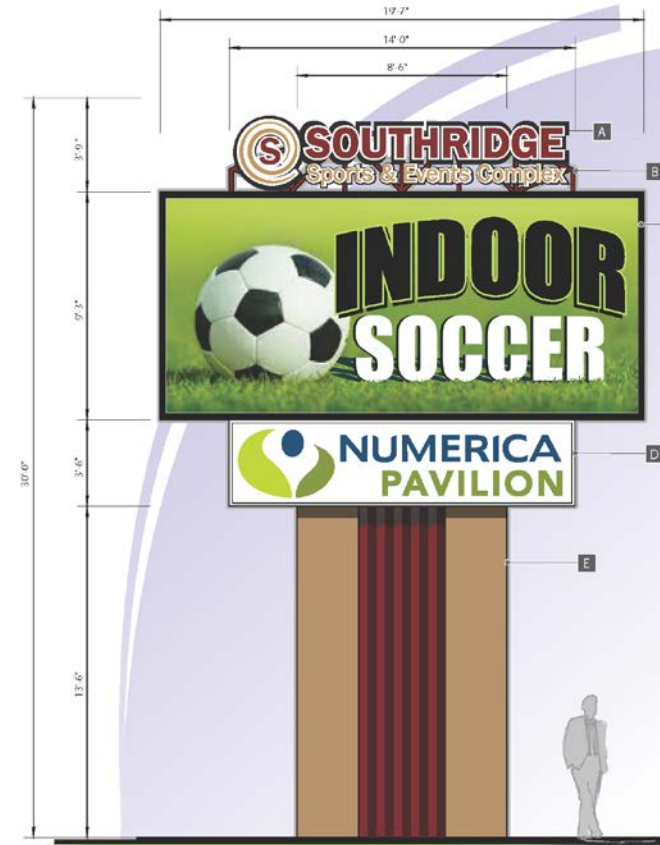
Pavilion Naming Sponsorship Amenities

- Naming inclusion in marketing material and advertising (media, website)
 - *“Numerica Pavilion at the Southridge Sports & Events Complex”*
- Engagement opportunities during City events at the Pavilion
 - *i.e. booth or giveaways during National Night Out*
- Interior and exterior Pavilion signage



Exterior Pavilion Signage

- Sign on front and illuminated sign on side of exterior building
- Highway and parking lot sign logo inclusion
- Directional signage inclusion where appropriate and outfield banners



Interior Pavilion Signage

- Same lobby look and features as the Numerica lobby at Convention Center
- Interior pavilion lobby, court, and conference room sign



NORTH COURT WALL



SOUTH COURT WALL



Financial Implication

Signage expense max	\$275k
Title sponsorship revenue	\$680k

Net Proceeds \$405k

Enhancements & Asset Protection

- **Wayfinding & pavilion branding.** Signage is an asset to the Complex.
- **Increased promotion** of City events and added value for event promoters.
- Funding for **maintenance and creation of new amenities.**
- **Revenue source protection.** Strengthen event rental attraction and retention.
- **Attract additional private investment.**





City Council Meeting Schedule June 2019

June 4, 2019
Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

June 11, 2019
Tuesday, 6:30 p.m.

WORKSHOP MEETING

1. Legislative Updates (Mosley - 15 minutes)
2. Columbia Park Reconveyance (Walsh/Mosley - 15 minutes)
3. Zintel Canyon Mitigation Update (Mitigation Team - 15 minutes)

June 18, 2019
Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

June 25, 2019
Tuesday, 6:30 p.m.

WORKSHOP MEETING

1. Committee Updates
2. KPD Mental Health Professionals Partnership (Hohenberg - 30 minutes)

To assure disabled persons the opportunity to participate in or benefit from City services, please provide twenty-four (24) hour advance notice for additional arrangements to reasonably accommodate special needs.

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

June 2019
Updated 5/7/19