City Council Meeting Schedule September 2019

September 3, 2019
Tuesday, 6:30 p.m. REGULAR COUNCIL MEETING

September 10, 2019
Tuesday, 6:30 p.m. WORKSHOP MEETING
1. 2020 Legislative Priorities
2. Fire Department Update

September 17, 2019
Tuesday, 6:30 p.m. REGULAR COUNCIL MEETING

September 24, 2019
Tuesday, 6:30 p.m. WORKSHOP MEETING
1. Community Center Update
2. Columbia River Landing Update
3. Comp Plan Amendments

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

CITY COUNCIL REGULAR MEETING AGENDA
September 3, 2019 at 6:30 p.m.
City Hall Council Chambers | 210 W. 6th Ave

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1. CALL TO ORDER

Roll Call/Pledge of Allegiance/Welcome

HONORS & RECOGNITIONS

- Attendance Awareness Month Proclamation
- Retiree Recognition – Bob Niebuhr

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.

a. Minutes of Regular Meeting of August 20, 2019.

b. (1) Motion to approve Claims Roster for August 9, 2019.
(2) Motion to approve the Claims Roster for the Columbia Park Golf Course Account for July 2019.
(3) Motion to approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for June 2019.

c. Motion to approve Payroll Roster for August 15, 2019.

d. Motion to accept the work of Big D's Construction of Tri-Cities, Inc. for Contract P1706-19, S. Sherman Street & Ridgeline Drive Looping (Zone 4), in the amount of $329,107.20.

e. Motion to accept the work of Mahaffey Enterprises, Inc. for Contract P1817-19, UGA Southridge Stormwater Facility Project, in the amount of $395,348.06.

f. Motion to authorize the City Manager to sign the Toxics Cleanup Remedial Action Grant with the State of Washington Department of Ecology.

g. Motion to authorize the Mayor to sign the Solid Waste Interlocal Agreement with Benton County for 2019-2020.

h. Motion to authorize the Mayor to sign a license agreement allowing the Kennewick School District to place landscaping, irrigation, parking, fencing and lighting in City right-of-way as part of the Tri-Tech Skills Center facilities.

i. Motion to authorize the Mayor to sign Supplemental Agreement No. 2 with HDR Engineering, Inc, (P1810, 18th & Kellogg Reservoir Replacement).

j. Motion to authorize the Mayor to sign the Supplemental Agreement No. 2 with JUB Engineers, Inc., for the engineering design for the UPRR 24-Inch Interceptor Sewer.

4. VISITORS

CITY COUNCIL REGULAR MEETING AGENDA
September 3, 2019 at 6:30 p.m.
City Hall Council Chambers | 210 W. 6th Ave

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5. ORDINANCES/RESOLUTIONS

a. Ordinance 5821: Change of Zone 19-03, from Residential, Medium (RM) to Commercial, Community (CC) at 1369 N. Grant St.

6. PUBLIC HEARINGS/MEETINGS

a. Resolution 19-18: Surplus Property Various Utility vehicles & equipment
b. Resolution 19-19: Vacate a 10' storm easement and 15' drainage easement located at 715 S. Jean Place

7. NEW BUSINESS

a. Resolution 19-20: Declaring Surplus of Real Property
b. Purchase and Sale Agreement with A-1 Pearl, LLC

8. UNFINISHED BUSINESS

9. COUNCIL COMMENTS/DISCUSSION

10. ADJOURNMENT

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KENNEWICK
WASHINGTON

Proclamation

WHEREAS, good attendance in school is essential to student achievement, learning and progress toward graduation; and

WHEREAS, chronic absence – missing 10 percent, two or three days a month, or more – is a proven predictor of academic trouble and dropout rates, and weakens our communities and our local economy; and

WHEREAS, the impact of chronic absence hits low-income students and children of color particularly hard and exacerbates the achievement gap that separates these students from their peers if they lack the resources to make up lost time, or face systemic barriers to getting to school; such as unreliable transportation, lack of access to health care, unstable or unaffordable housing; and

WHEREAS, absenteeism also undermines efforts to improve struggling schools, since it is hard to measure improvements in classroom instruction if students are not in class to benefit from them; and

WHEREAS, schools and community partners can reach out more frequently to absent students to determine why they are missing school and what would help them attend more regularly; and

WHEREAS, all students, even those who show up regularly, are affected by chronic absence because teachers must spend time reviewing for students who missed lessons; and

WHEREAS, chronic absence can be significantly reduced when schools, parents and communities work together to monitor and promote good attendance and address hurdles that keep children from getting to school, NOW, THEREFORE,

I, DON BRITAIN, Mayor of the City of Kennewick, Washington, do hereby proclaim our city will stand with the nation in recognizing September as

"ATTENDANCE AWARENESS MONTH"

in the City of Kennewick and call upon all citizens of Kennewick to commit to focusing on reducing absenteeism to give all children an equitable opportunity to learn, grow and thrive academically, emotional and socially.

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 3rd day of September 2019.

DON BRITAIN, Mayor

Attest:

TERRI L. WRIGHT, City Clerk

CITY OF KENNEWICK
CITY COUNCIL
Regular Meeting
August 20, 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	Marie Mosley	Vince Beasley	Miles Thomas
Paul Parish	Greg McCormick	Ken Hohenberg	Corey Osborn
John Trumbo	Lisa Beaton	Evelyn Lusignan	
Bill McKay	Cary Roe	Jessica Foltz	
Chuck Torelli	Terri Wright	Bruce Mills	
Ed Frost	Dan Legard	Chris Guerrero	
Mayor Don Britain	Terry Walsh	Emily Estes-Cross	

Chief Ken Hohenberg led the Pledge of Allegiance.

2. APPROVAL OF AGENDA

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

3. APPROVAL OF CONSENT AGENDA

a. Minutes of Regular Meeting of July 16, 2019.
b. (1) Motion to approve Claims Roster for July 12, 2019.
(2) Motion to approve Claims Roster for July 26, 2019.
(3) Motion to approve the Claims Roster for the Columbia Park Golf Course Account for June 2019.
(4) Motion to approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for May 2019.
c. (1) Motion to approve Payroll Roster for July 15, 2019.
(2) Motion to approve Payroll Roster for July 31, 2019.
d. Motion to authorize the City Manager to sign an Interlocal Cooperative Agreement with Benton PUD for Advanced Wireless and Broadband Telecommunications Technology Collaboration.
e. Motion to authorize the Mayor to sign a License Agreement with Mendoza Properties, LLC for a commercial business sign in the right-of-way at 518 W. Columbia Drive.
f. Motion to accept the recommendation of the Interview Committee and appoint James Perez and Tina Phillips to the Arts Commission.
g. Motion to accept the recommendation of the Interview Committee and appoint Ty Fischer to the Parks and Recreation Commission.
h. Motion to accept the recommendation of the Tri-Cities Hotel & Lodging Association to reappoint Jerry Beach to serve a 2-year term as Kennewick's representative on the Tri-City Regional Hotel Motel Commission.
i. Motion to authorize the Mayor to sign the Interlocal Agreement with Benton County for the 2019 Byrne Justice Assistance Grant (JAG) Program Award.
j. Motion for City Council to authorize the City Manager to sign the Interlocal Agreement with the Kennewick Irrigation District for incorporating their irrigation work under the City's W. 36th Ave. Sidewalk Project.
k. Motion to award Contract P1904-19 CDBG Juniper Half Street project to TTap Construction Services in the amount of $112,404.00, plus a 15% contingency amount of $16,860.60, for a total amount of $129,264.60.

Mayor Pro Tem Lee moved, seconded by Mr. Torelli to approve the Consent Agenda or amended. The motion passed unanimously.

4. VISITORS

Dave Retter, 3205 S. Auburn St, Kennewick – Commented on the Benton-Franklin Fair parade and a current Council member handing out postcards for a candidate running for Council.

5. ORDINANCE/RESOLUTIONS

a. Ordinance 5816: Wheeled All-Terrain Vehicles on City Roadway. Jessica Foltz, Assistant City Attorney reported

ORDINANCE NO. 5816

AN ORDINANCE RELATING TO VEHICLES AND TRAFFIC AND ADDING A NEW CHAPTER 11.92 TO THE KENNEWICK MUNICIPAL CODE

Mayor Pro Tem Lee moved, seconded by Mr. Torelli to adopt Ordinance No. 5816.

Mr. Parish moved, seconded by Mr. McKay to amend Ordinance No. 5816 in the following sections:

11.92.10(6)(a) A utility-type vehicle designed for and capable of travel over designated roads that travels on four or more low-pressure tires of 20 psi or less, has a maximum width less than 74 inches, has a maximum weight less than ~~2,000~~ 3,000 pounds, has a wheelbase of ~~110~~ 120 inches or less, and satisfies at least one of the following:

11.92.70(2) No person may occupy a wheeled all-terrain vehicle unless that person is seated in a seat designed to carry a person. ~~No person may tow any devices or persons behind a wheeled all-terrain vehicle.~~

11.92.080(2) It is unlawful to operate a wheeled all-terrain vehicle ~~in a City park or~~ upon any city park bike paths, trails, walkways, etc. except for city maintenance staff, other than in areas designated for motor vehicle operation.

The motion to amend Ordinance No. 5816 passed unanimously.

The motion to adopt Ordinance No. 5816 passed unanimously.

b. Ordinance 5817: Change of Zone 19-01, from Residential, Low (RL) to Residential, Medium (RM) at 4311 W. Hood Street. Greg McCormick, Planning Director reported.

ORDINANCE NO. 5817

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY WITHIN THE CITY OF KENNEWICK LOCATED AT 4311 WEST HOOD AVENUE FROM RESIDENTIAL, LOW DENSITY (RL) TO RESIDENTIAL, MEDIUM DENSITY (RM) (COZ 19-01, JEFFREY HOYE)

Mr. Torelli moved, seconded by Mayor Pro Tem Lee to adopt Ordinance No. 5817. The motion passed unanimously.

c. Ordinance 5818: Change of Zone 19-02, from Industrial, Light (IL) to Industrial, High (IH) at 1620 E. 7th Ave. Greg McCormick, Planning Director reported.

ORDINANCE NO. 5818

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY WITHIN THE CITY OF KENNEWICK LOCATED AT 1620 EAST 7TH AVENUE FROM INDUSTRIAL LIGHT (IL) TO INDUSTRIAL HEAVY (IH) (COZ 19-02, PORT OF KENNEWICK)

Mr. Torelli moved, seconded by Mayor Pro Tem Lee to adopt Ordinance No. 5818. The motion passed unanimously.

d. Ordinance 5819: ExteNet Systems Inc. Small Cell Facilities Franchise Agreement. Lisa Beaton, City Attorney reported.

ORDINANCE NO. 5819

AN ORDINANCE OF THE CITY OF KENNEWICK, WASHINGTON, GRANTING TO EXTENET SYSTEMS, INC. AND ITS AFFILIATES, SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE, AUTHORITY AND NONEXCLUSIVE FRANCHISE FOR TEN YEARS, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND REPAIR A TELECOMMUNICATIONS NETWORK, IN, ACROSS, OVER, ALONG, UNDER, THROUGH AND BELOW CERTAIN DESIGNATED PUBLIC RIGHTS-OF-WAY OF THE CITY OF KENNEWICK, WASHINGTON

Mr. Parish moved, seconded by Mr. Torelli to adopt Ordinance No. 5819. The motion passed unanimously.

6. PUBLIC HEARINGS/MEETINGS

a. Ordinance 5820: Vacation of Public Right-of-Way at 7308 W. Hildebrand Blvd (Bob Olson Parkway). Bruce Mills, Deputy Public Works Director reported.

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

ORDINANCE NO. 5820

AN ORDINANCE RELATING TO VACATION OF STREET RIGHT-OF-WAY ON A PORTION OF PUBLIC RIGHT-OF-WAY ABUTTING 7308 WEST HILDEBRAND BOULEVARD (BOB OLSON PARKWAY)

Mayor Pro Tem Lee moved, seconded by Mr. Torelli to adopt Ordinance No. 5820. The motion passed unanimously.

7. NEW BUSINESS - None

8. UNFINISHED BUSINESS

a. Ordinance 5812: Adding KMC Chapter 2.06 Council Code of Ethics. Lisa Beaton, City Attorney reported.

ORDINANCE NO. 5812

AN ORDINANCE RELATING TO COUNCIL CODE OF ETHICS AND ADDING A NEW CHAPTER 2.06 TO THE KENNEWICK MUNICIPAL CODE

Mayor Pro Tem Lee moved, seconded by Mr. Torelli to adopt Ordinance No. 5812. The motion passed 5 to 2. Mr. Trumbo and Mr. McKay opposed.

9. COUNCIL COMMENTS/DISCUSSION

Council members reported on their respective activities.

10. AJOURNMENT

Meeting was adjourned at 7:21 p.m.

Terri L. Wright, CMC
City Clerk

Council Agenda Coversheet

KENNEWICK WASHINGTON

Agenda Item Number	3.b.(1)	Council Date	09/03/2019
Agenda Item Type	General Business Item		
Subject	Claims Roster		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

- [x] 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 August 9, 2019, in the amount $ 2,743,907.96, and comprised of check numbers 148165 through 148408 and wire transfer number 300377.

Summary

The payments on this Claims Roster are comprised of the following issued 07/27/2019 - 08/09/2019:

Check numbers 148165 through 148408	$ 2,743,690.96
Wire transfer number 300377	217.00

Total	$ 2,743,907.96

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

Alternatives

None.

Fiscal Impact

$ 2,743,907.96.

Through	Lynne Brown Aug 12, 13:18:04 GMT-0700 2019
Dept Head Approval	Dan Legard Aug 19, 08:20:45 GMT-0700 2019
City Mgr Approval	Marie Mosley Aug 30, 07:56:50 GMT-0700 2019

Attachments: Claims Roster

- [ ] **Recording Required?**

City of Kennewick
Claims Roster
7/27/2019 - 8/9/2019

Accounting Period
2020

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount $
001 GENERAL FUND						
020 CITY MANAGER						
148381	08/09/2019	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	83.82
					Total amount by Department	**$ 83.82**
032 SUPPORT SERVICES-FINANCE						
148180	08/09/2019	00730	ADVANCE TRAVEL EXPENSE	in	REIMBURSE ADVANCE TRAVEL	407.44
148313	08/09/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	9.71
148313	08/09/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	8.60
					Total amount by Department	**$ 425.75**
033 SUPPORT SERVICES-PURCHASING						
148381	08/09/2019	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	82.37
					Total amount by Department	**$ 82.37**
034 SUPPORT SERVICES - INFO SYSTEMS						
148225	08/09/2019	06375	COMPUNET INC	in	CONTROLLER	613.35
148225	08/09/2019	06375	COMPUNET INC	in	MAINTENANCE AGREEMENT	9,754.45
148225	08/09/2019	06375	COMPUNET INC	in	SOFTWARE MAINTENANCE	10,273.77
148227	08/09/2019	03344	CONSOLIDATED TECHNOLOGY SVCS	in	SCAN CHARGES	332.02
148249	08/09/2019	05471	FRONTIER COMMUNICATIONS NW INC	in	TELEPHONE SVC	6,654.45
148299	08/09/2019	08210	MOBILEGUARD INC	in	NET GUARD	1,209.00
148352	08/09/2019	00008	TELCO WIRING & REPAIR INC	in	BROADBAND SERVICE	3,350.00
148381	08/09/2019	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	869.10
					Total amount by Department	**$ 33,056.14**
035 SUPPORT SERVICES-CUSTOMER SERVICE						
148231	08/09/2019	03530	DATAPROSE INC	in	DATAPROSE JUNE 2019	6,399.20
148231	08/09/2019	03530	DATAPROSE INC	in	DATAPROSE JULY 2019	6,864.68
148390	08/09/2019	04479	WEBCHECK INC	in	WEBCHECK - JULY 2019	1,976.52
					Total amount by Department	**$ 15,240.40**
041 CITY CLERK						
148195	08/09/2019	00034	BENTON COUNTY AUDITOR	in	RECORDING FEES	106.50
148356	08/09/2019	00172	THE TRI-CITY HERALD	in	PUBLICATION	49.44
					Total amount by Department	**$ 155.94**
042 LEGAL SERVICES						
148194	08/09/2019	05425	BELL, BROWN & RIO	in	PROSECUTION SERVICES	8,000.00
148213	08/09/2019	02481	CI INFORMATION MANAGEMENT CI SUP!	in	SHRED SERVICES	45.80

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount $
148314	08/09/2019	08800	OGDEN MURPHY WALLACE, PLLC	in	PROFESSIONAL SERVICES	359.00
148327	08/09/2019	03467	PRONTO PROCESS SERVICE, INC	in	MESSENGER SERVICES	40.00
148384	08/09/2019	00732	W S B A - WASHINGTON STATE BAR ASSC	in	RULE 9 APPLICATION FEE	50.00
					Total amount by Department	**$ 8,494.80**
050 CIVIL SERVICE						
148205	08/09/2019	03035	BI-STATE OCCUPATIONAL SAFETY & HEA	in	PROFESSIONAL SERVICES	735.00
148289	08/09/2019	04699	LITTRELL CRAIG	in	MILEAGE REIMBURSEMENT	56.84
148301	08/09/2019	09181	MOON, TAE IM, PH.D.	in	PROFESSIONAL SERVICES	800.00
148381	08/09/2019	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	-63.09
					Total amount by Department	**$ 1,528.75**
061 CODE ENFORCEMENT						
148381	08/09/2019	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	110.59
					Total amount by Department	**$ 110.59**
062 LONG RANGE PLANNING						
148268	08/09/2019	00006	IMPREST PETTY CASH FUND	in	PETTY CASH FUND	43.95
148381	08/09/2019	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	40.01
					Total amount by Department	**$ 83.96**
063 ECONOMIC & BUSINESS DEVELOPMENT						
148248	08/09/2019	07338	FOCAL POINT MARKETING & MULTIMEI	in	VIDEO PRODUCTION	1,500.00
148381	08/09/2019	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	167.70
					Total amount by Department	**$ 1,667.70**
071 POLICE DEPT. - ADMINISTRATION						
148222	08/09/2019	01308	COLUMBIA VALLEY DAYBREAK ROTARY	in	QUARTERLY DUES	390.00
148249	08/09/2019	05471	FRONTIER COMMUNICATIONS NW INC	in	TELEPHONE SVC	208.81
148376	08/09/2019	04764	UNITED PARCEL SERVICE	in	SHIPPING	25.45
					Total amount by Department	**$ 624.26**
072 POLICE DEPT.- CRIMINAL INVESTIGATION						
148180	08/09/2019	00730	ADVANCE TRAVEL EXPENSE	in	REIMBURSE ADVANCE TRAVEL	204.00
148197	08/09/2019	03331	BENTON COUNTY DISTRICT COURT	in	WEAPONS FORFEITURE	83.00
148198	08/09/2019	03331	BENTON COUNTY DISTRICT COURT	in	WEAPONS FORFEITURE	83.00
148199	08/09/2019	03331	BENTON COUNTY DISTRICT COURT	in	WEAPONS FORFEITURE	83.00
148200	08/09/2019	03331	BENTON COUNTY DISTRICT COURT	in	WEAPONS FORFEITURE	83.00
148203	08/09/2019	04965	BETTENDORF'S PRINTING & DESIGN	in	BUSINESS CARDS - AYALA	54.30
148217	08/09/2019	02134	CITY OF SPOKANE UTILITIES BILLING	in	DRUG DISPOSAL	96.64

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount $
148270	08/09/2019	10234	INPUT-ACE OCCAM VIDEO SOLUTIONS L	in	INPUT-ACE DONGLE LICENSE	2,495.00
148297	08/09/2019	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	70.54
148297	08/09/2019	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
					Total amount by Department	**$ 3,306.73**
073 POLICE DEPT. - PATROL						
148180	08/09/2019	00730	ADVANCE TRAVEL EXPENSE	in	REIMBURSE ADVANCE TRAVEL	204.00
148297	08/09/2019	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
148297	08/09/2019	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	60.77
148297	08/09/2019	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
148297	08/09/2019	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
148297	08/09/2019	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
148297	08/09/2019	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
148297	08/09/2019	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
148297	08/09/2019	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
148297	08/09/2019	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
148302	08/09/2019	00550	MOTOROLA SOLUTIONS INC	in	RADIO SOFTWARE	547.42
148322	08/09/2019	01459	PASCO KENNEWICK ROTARY CLUB	in	QUARTERLY DUES	257.00
148329	08/09/2019	00957	RANCH & HOME INC	in	K-9 SUPPLIES	119.44
148329	08/09/2019	00957	RANCH & HOME INC	in	K-9 SUPPLIES	59.72
148329	08/09/2019	00957	RANCH & HOME INC	in	K-9 SUPPLIES	132.45
148359	08/09/2019	10229	TNVC INC	in	SWAT SUPPLIES	3,220.00
148381	08/09/2019	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	6,612.16
148383	08/09/2019	03997	VISTA VETERINARY HOSPITAL INC	in	K-9 MEDICAL	72.60
					Total amount by Department	**$ 11,719.56**
074 POLICE DEPT. - STAFF SERVICES						
148347	08/09/2019	02536	STAPLES ADVANTAGE STAPLES CONTRA	in	OFFICE SUPPLIES	428.49
148347	08/09/2019	02536	STAPLES ADVANTAGE STAPLES CONTRA	in	OFFICE SUPPLIES	26.02
148347	08/09/2019	02536	STAPLES ADVANTAGE STAPLES CONTRA	in	OFFICE SUPPLIES	569.75
148347	08/09/2019	02536	STAPLES ADVANTAGE STAPLES CONTRA	in	OFFICE SUPPLIES	108.30
					Total amount by Department	**$ 1,132.56**
075 POLICE DEPT. - INTERGOVERNMENTAL						
148223	08/09/2019	10141	COLUMBIA VALLEY EMERGENCY PHYSI	in	PRISONER MEDICAL	2,950.00
148236	08/09/2019	10225	DURAN MATTHEW LAWRENCE	in	HIDTA FISCAL OFFICER SERVICES	5,980.00
148236	08/09/2019	10225	DURAN MATTHEW LAWRENCE	in	TRAVEL REIMB	888.69
148249	08/09/2019	05471	FRONTIER COMMUNICATIONS NW INC	in	TELEPHONE SVC	70.64
148285	08/09/2019	05291	KENNEWICK RADIOLOGY GROUP PC	in	PRISONER MEDICAL	241.00

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount $
148335	08/09/2019	10002	SEDAM PENNY	in	HIDTA FISCAL OFFICER SERVICES	3,891.00
148335	08/09/2019	10002	SEDAM PENNY	in	TRAVEL REIMBURSEMENT	3,618.93
148368	08/09/2019	09790	TRIOS HEALTH RCCH TRIOS HEALTH LL(	in	PRISONER MEDICAL	2,379.27
148391	08/09/2019	10001	WEINER JONATHAN M	in	TRAVEL REIMB	816.98
148391	08/09/2019	10001	WEINER JONATHAN M	in	HIDTA DIRECTOR SERVICES	6,990.00
					Total amount by Department	**$ 27,826.51**

076 POLICE DEPT - PROFESSIONAL STANDARDS

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount $
148202	08/09/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	18.00
148251	08/09/2019	05823	GALLS, LLC	in	QUARTERMASTER SUPPLIES	12.14
148251	08/09/2019	05823	GALLS, LLC	in	QUARTERMASTER SUPPLIES	18.86
148251	08/09/2019	05823	GALLS, LLC	in	QUARTERMASTER SUPPLIES	136.56
148251	08/09/2019	05823	GALLS, LLC	in	QUARTERMASTER SUPPLIES	446.32
148342	08/09/2019	00201	SOOK'S TAILOR SHOP	in	QUARTERMASTER SUPPLIES	275.84
148348	08/09/2019	06187	SUN BADGE COMPANY	in	BADGES	206.50
148371	08/09/2019	02861	TROPHY SHOPPE, THE	in	YEARS OF SERVICE AWARD	65.16
148375	08/09/2019	03883	U R M CASH & CARRY	in	TRAINING SUPPLIES	9.77
					Total amount by Department	**$ 1,189.15**

082 FIRE DEPT. - SUPPRESSION

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount $
148377	08/09/2019	05807	UPTOWN CLEANERS	in	2019-2020 UNIFORM LAUNDRY SERVICES	17.10
148377	08/09/2019	05807	UPTOWN CLEANERS	in	2019-2020 UNIFORM LAUNDRY SERVICES	17.67
148377	08/09/2019	05807	UPTOWN CLEANERS	in	2019-2020 UNIFORM LAUNDRY SERVICES	16.82
148377	08/09/2019	05807	UPTOWN CLEANERS	in	2019-2020 UNIFORM LAUNDRY SERVICES	16.25
148377	08/09/2019	05807	UPTOWN CLEANERS	in	2019-2020 UNIFORM LAUNDRY SERVICES	17.67
148377	08/09/2019	05807	UPTOWN CLEANERS	in	2019-2020 UNIFORM LAUNDRY SERVICES	14.26
148377	08/09/2019	05807	UPTOWN CLEANERS	in	2019-2020 UNIFORM LAUNDRY SERVICES	17.67
148377	08/09/2019	05807	UPTOWN CLEANERS	in	2019-2020 UNIFORM LAUNDRY SERVICES	14.54
148377	08/09/2019	05807	UPTOWN CLEANERS	in	2019-2020 UNIFORM LAUNDRY SERVICES	17.68
148377	08/09/2019	05807	UPTOWN CLEANERS	in	2019-2020 UNIFORM LAUNDRY SERVICES	31.36
148381	08/09/2019	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	1,264.84
148403	08/09/2019	00505	COLUMBIA GRAIN & FEED INC	in	BAR OIL	156.31
148404	08/09/2019	05823	GALLS, LLC	in	EMT PATCHES	14.30
148404	08/09/2019	05823	GALLS, LLC	in	EMT PATCHES	14.26
148407	08/09/2019	00957	RANCH & HOME INC	in	STATION BOOTS	21.18
					Total amount by Department	**$ 1,651.91**

090 ENGINEERING

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount $
148304	08/09/2019	03962	MUNICIPAL SVCS PETTY CASH	in	PW PETTY CASH	19.99

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount $
148313	08/09/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	187.87
148356	08/09/2019	00172	THE TRI-CITY HERALD	in	LEGAL PUBLICATION	66.74
148366	08/09/2019	06270	TRI-CITY SIGN & BARRICADE CONSTRU(	in	MARKING PAINT	20.37
148381	08/09/2019	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	667.52
148402	08/09/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	CBI ICE	6.88
					Total amount by Department	**$ 969.37**
101 CORPORATE & COMMUNITY SERVICES						
148290	08/09/2019	09277	LOURDES OCCUPATIONAL HEALTH	in	PROFESSIONAL SERVICES	180.00
148307	08/09/2019	01030	NAVIA BENEFIT SOLUTIONS CLIENT PAY	in	FLEX PLAN SERVICES	460.65
148381	08/09/2019	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	15.67
					Total amount by Department	**$ 656.32**
113 PARKS DEPT.-RECREATION SERVICES						
148248	08/09/2019	07338	FOCAL POINT MARKETING & MULTIMEL	in	VIDEO PRODUCTION	4,525.00
148362	08/09/2019	05913	TOWNSQUARE MEDIA WEST CENT. RADI	in	RADIO SPOTS	475.00
148365	08/09/2019	09631	TRI-CITIES WU YING TAO	in	MARTIAL ARTS INSTRUCTION	676.62
148381	08/09/2019	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	228.56
					Total amount by Department	**$ 5,905.18**
114 PARKS DEPT.-FACILITIES MAINT.						
148177	08/09/2019	08623	ACE SALES & SERVICE INC	in	PORTABLE TOILET RENTAL	374.50
148184	08/09/2019	05911	AMERICAN BUILDING MAINTENANCE	in	FACILITIES MAINTENANCE	640.00
148184	08/09/2019	05911	AMERICAN BUILDING MAINTENANCE	in	FACILITIES MAINTENANCE	250.00
148184	08/09/2019	05911	AMERICAN BUILDING MAINTENANCE	in	JANITORIAL SVC	13,171.46
148188	08/09/2019	03088	APOLLO MECHANICAL CONTRACTORS A	in	HVAC	6,263.13
148188	08/09/2019	03088	APOLLO MECHANICAL CONTRACTORS A	in	RETAINAGE RELEASE	979.40
148192	08/09/2019	03707	BAXTER AUTO PARTS	in	LIGHT REPAIR	95.99
148193	08/09/2019	08246	BEAVER BARK & ROCK PRODUCTS	in	CONCRETE REPAIR @ POD	652.62
148202	08/09/2019	00084	BENTON PUD NO. 1	in	COLUMBIA PARK	3,192.93
148202	08/09/2019	00084	BENTON PUD NO. 1	in	COLUMBIA PARK	43.62
148202	08/09/2019	00084	BENTON PUD NO. 1	in	CITY PARKS	8,021.58
148202	08/09/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	846.83
148202	08/09/2019	00084	BENTON PUD NO. 1	in	CITY PARKS	276.80
148202	08/09/2019	00084	BENTON PUD NO. 1	in	CITY FACILITIES	13,806.14
148214	08/09/2019	05727	CITI COSTCO ANYWHERE VISA	in	STORAGE CONTAINERS	55.32
148230	08/09/2019	10210	DALE CHRIS	in	UNIFORM ALLOWANCE	89.87
148242	08/09/2019	00166	FARMERS EXCHANGE	in	GAS CAN	16.28
148242	08/09/2019	00166	FARMERS EXCHANGE	in	EDGER BLADES	279.97

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount $
148242	08/09/2019	00166	FARMERS EXCHANGE	in	WEED EATER HEAD	38.00
148242	08/09/2019	00166	FARMERS EXCHANGE	in	WEED EATER PARTS	68.94
148242	08/09/2019	00166	FARMERS EXCHANGE	in	MOWER REPAIR	170.43
148246	08/09/2019	00086	FERGUSON ENTERPRISES INC	in	FAUCET REPAIR	232.05
148256	08/09/2019	01775	GRAINGER	in	CABLE	47.47
148256	08/09/2019	01775	GRAINGER	in	MASK CARTRIDGE	28.63
148256	08/09/2019	01775	GRAINGER	in	MASK CARTRIDGE	73.21
148256	08/09/2019	01775	GRAINGER	in	ZIP TIES	38.79
148256	08/09/2019	01775	GRAINGER	in	EXHAUST FAN	72.84
148256	08/09/2019	01775	GRAINGER	in	FLAG - 911 MEMORIAL	77.12
148260	08/09/2019	00865	H D FOWLER COMPANY INC	in	IRRIGATION REPAIR	267.79
148271	08/09/2019	10208	INTERIOR TECHNOLOGY INC	in	DOOR SENSOR	787.36
148274	08/09/2019	05322	ITW FEG LLC DBA HOBART	in	DISHWASHER REPAIR	386.11
148284	08/09/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	FAUCET REPAIR	164.93
148284	08/09/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	IRRIGATION REPAIR PARTS	72.46
148284	08/09/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	LIGHT REPAIR	85.67
148284	08/09/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	IRRIGATION REPAIR	6.55
148284	08/09/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	K4 FOUNTAIN - REPAIR	267.81
148284	08/09/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	FROST FREE HOSE BIB	87.74
148284	08/09/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	IRRIGATION REPAIR	130.14
148284	08/09/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	FOUNTAIN CARTRIDGE	54.54
148284	08/09/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	IRRIGATION BOX	56.77
148300	08/09/2019	05112	MOON SECURITY SERVICES, INC	in	FROST- 119529	38.02
148300	08/09/2019	05112	MOON SECURITY SERVICES, INC	in	SOUTHRIDGE -17229	76.02
148300	08/09/2019	05112	MOON SECURITY SERVICES, INC	in	COLUMBIA PARK GOLF	58.43
148303	08/09/2019	06624	MOUNT'S LOCK, KEY & ENGRAVING INC	in	CLUBHOUSE LOCK	63.16
148305	08/09/2019	10097	N W F F INC NWFF ENVIRONMENTAL, DE	in	CLEAN-UP ZINTEL CANYON	13,020.90
148310	08/09/2019	00648	NORTHWEST PLAYGROUND EQUIPMENT	in	WATER PARK PARTS	1,229.65
148317	08/09/2019	04520	OTIS ELEVATOR	in	ELEVATOR CONTRACT KPD	12,302.61
148318	08/09/2019	00917	OXARC, INC.	in	SUPPLIES	3,312.65
148318	08/09/2019	00917	OXARC, INC.	in	CAUSTIC SODA - POOL	1,726.44
148318	08/09/2019	00917	OXARC, INC.	in	CYLINDER RETURN	-200.00
148318	08/09/2019	00917	OXARC, INC.	in	CHLORINE TANKS	61.25
148320	08/09/2019	00112	PALLIS POOL & PATIO INC	in	POOL SUPPLIES	24.96
148320	08/09/2019	00112	PALLIS POOL & PATIO INC	in	POOL PARTS	304.08
148329	08/09/2019	00957	RANCH & HOME INC	in	PARTS & SUPPLIES	37.45
148336	08/09/2019	00817	SENSKE LAWN & TREE CARE INC	in	CONTRACT 18-040	3,518.41

	Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount $
	148336	08/09/2019	00817	SENSKE LAWN & TREE CARE INC	in	CONTRACT 18-040	1,830.15
	148339	08/09/2019	07555	SHERWIN-WILLIAMS COMPANY	in	RESTROOM PAINT	216.55
	148339	08/09/2019	07555	SHERWIN-WILLIAMS COMPANY	in	RESTROOM PAINT	216.55
	148339	08/09/2019	07555	SHERWIN-WILLIAMS COMPANY	in	RESTROOM PAINT	54.28
	148340	08/09/2019	00680	SIERRA ELECTRIC, INC.	in	CIVIC SCOREBOARD	180.28
	148358	08/09/2019	05945	THYSSENKRUPP ELEVATOR CORP	in	ELEVATOR MAINTENANCE	48.84
	148366	08/09/2019	06270	TRI-CITY SIGN & BARRICADE CONSTRU(	in	LOCATE PAINT	228.80
	148374	08/09/2019	00017	TWIN CITY METALS INC	in	PARTS & SUPPLIES	83.40
	148378	08/09/2019	03564	US LINEN AND UNIFORM	in	LINEN SERVICE	161.55
	148381	08/09/2019	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	858.09
	148394	08/09/2019	09339	WHITE SHIELD INC	in	POOL INVESTIGATION	2,664.50
						Total amount by Department	**$ 94,388.81**
120 NON-DEPARTMENTAL							
	148184	08/09/2019	05911	AMERICAN BUILDING MAINTENANCE	in	JANITORIAL SVC	4,590.86
	148188	08/09/2019	03088	APOLLO MECHANICAL CONTRACTORS A	in	HVAC	342.09
	148202	08/09/2019	00084	BENTON PUD NO. 1	in	CITY FACILITIES	4,175.17
	148210	08/09/2019	02570	CASTLE HOSPITALITY, INC. DBA CASTLE	in	FOOD - NATIONAL/CITY NIGHT OUT	3,339.45
	148216	08/09/2019	00435	CITY OF PASCO	in	ANIMAL CONTROL	22,266.11
	148216	08/09/2019	00435	CITY OF PASCO	in	ANIMAL CONTROL	22,266.11
	148216	08/09/2019	00435	CITY OF PASCO	in	ANIMAL CONTROL	22,266.11
	148295	08/09/2019	08208	MCBRIDE PUBLIC AFFAIRS LLC THOMAS	in	LOBBYIST EXPENSES	4,120.00
	148296	08/09/2019	05481	MELENDY ENTERTAINMENT SVC	in	CLOWN ENTERTAINMENT	150.00
	148300	08/09/2019	05112	MOON SECURITY SERVICES, INC	in	MCL - 113129	44.53
	148300	08/09/2019	05112	MOON SECURITY SERVICES, INC	in	MCL - 113129	44.53
T	300377	08/07/2019	00511	WA STATE DEPT OF RETIREMENT SYSTEI	in	PRIOR SERVICE CONTRIBUTION	217.00
						Total amount by Department	**$ 83,821.96**
						Total amount by Fund	**$ 294,122.54**
101 STREET FUND							
010 STREETS							
	148185	08/09/2019	02396	AMERICAN ROCK PRODUCTS INC.	in	HOSPITAL STONE	7,813.84
	148190	08/09/2019	02181	ARROW CONSTRUCTION SUPPLY INC	in	COLD PATCH	1,322.14
	148190	08/09/2019	02181	ARROW CONSTRUCTION SUPPLY INC	in	COLD MIX	2,320.74
	148269	08/09/2019	00113	INLAND ASPHALT COMPANY	in	COLD PATCH	1,021.60
	148283	08/09/2019	05148	KELLEY'S TELE-COMMUNICATIONS	in	ANSWERING SERVICE	132.13
	148284	08/09/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	FUEL PUMP PARTS	2.39

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount $
148329	08/09/2019	00957	RANCH & HOME INC	in	HITCHES	705.85
148381	08/09/2019	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	130.20
					Total amount by Department	**$ 13,448.89**
020 TRAFFIC						
148202	08/09/2019	00084	BENTON PUD NO. 1	in	SIGNALS	3,315.62
148202	08/09/2019	00084	BENTON PUD NO. 1	in	CITY FACILITIES	32.83
148202	08/09/2019	00084	BENTON PUD NO. 1	in	FLASHERS	224.64
148202	08/09/2019	00084	BENTON PUD NO. 1	in	STREET LIGHTS	16,651.37
148283	08/09/2019	05148	KELLEY'S TELE-COMMUNICATIONS	in	ANSWERING SERVICE	132.13
148304	08/09/2019	03962	MUNICIPAL SVCS PETTY CASH	in	PW PETTY CASH	40.00
148328	08/09/2019	01817	RADIO SERVICE COMPANY INC	in	MAINTENANCE CHARGES	55.19
148340	08/09/2019	00680	SIERRA ELECTRIC, INC.	in	CONTRACT 16-013	595.78
148381	08/09/2019	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	407.92
148402	08/09/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	CBI ICE	89.42
					Total amount by Department	**$ 21,544.90**
					Total amount by Fund	**$ 34,993.79**
102 ARTERIAL STREET FUND						
010 ARTERIAL STREET FUND						
148220	08/09/2019	10212	COLUMBIA ASPHALT AND READY MIX IN	in	CONTRACT P1914-19	513,026.94
148269	08/09/2019	00113	INLAND ASPHALT COMPANY	in	CONTRACT P1911-19	139,588.28
					Total amount by Department	**$ 652,615.22**
					Total amount by Fund	**$ 652,615.22**
103 URBAN ARTERIAL STREET FUND						
010 REIMBURSEABLE GRANTS						
148232	08/09/2019	00867	DAVID EVANS & ASSOCIATES, INC.	in	CONSULTANT SERVICES	104,377.33
148326	08/09/2019	04920	PREMIER EXCAVATION INC	in	CONTRACT P1309-18	21,621.43
148385	08/09/2019	07477	WA STATE DEPT TRANSPORTATION	in	GCB AGREEMENT P1402	12,259.18
148385	08/09/2019	07477	WA STATE DEPT TRANSPORTATION	in	GCB AGREEMENT - P1402	1,205.71
					Total amount by Department	**$ 139,463.65**
					Total amount by Fund	**$ 139,463.65**
106 BI-PIN OPERATIONS FUND						
010 BI-PIN OPERATIONS FUND						
148352	08/09/2019	00008	TELCO WIRING & REPAIR INC	in	BROADBAND SERVICE	270.00

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount $
					Total amount by Department	**$ 270.00**
					Total amount by Fund	**$ 270.00**
107 COMMUNITY DEVELOPMENT FUND						
030 CURRENT PROGRAM YEAR						
148240	08/09/2019	01631	EVANS, CAROL	in	MILEAGE REIMBURSEMENT	113.36
					Total amount by Department	**$ 113.36**
040 HOME						
148356	08/09/2019	00172	THE TRI-CITY HERALD	in	ADVERTISING	350.00
					Total amount by Department	**$ 350.00**
					Total amount by Fund	**$ 463.36**
111 ASSET FORFEITURE FUND						
010 ASSET FORFEITURE FUND						
148288	08/09/2019	03914	LITTRELL, CHRISTOPHER	in	CAT REIMBURSEMENT	125.00
					Total amount by Department	**$ 125.00**
					Total amount by Fund	**$ 125.00**
116 LODGING TAX FUND						
010 LODGING TAX FUND						
148364	08/09/2019	00176	TRI-CITIES VISITOR & CONVENTION BUI	in	CONTRACT DUES 2019	22,092.00
					Total amount by Department	**$ 22,092.00**
					Total amount by Fund	**$ 22,092.00**
117 CRIMINAL JUSTICE SALES TAX FUND						
010 CRIMINAL JUSTICE SALES TAX FUND						
148344	08/09/2019	07685	SPECIAL CONSULTING SERVICES LLC	in	SPECIAL INVESTIGATIONS	1,516.75
148381	08/09/2019	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	948.66
					Total amount by Department	**$ 2,465.41**
					Total amount by Fund	**$ 2,465.41**
300 CAPITAL IMPROVEMENTS FUND						
010 STREET IMPROVEMENTS						
148191	08/09/2019	09445	AVERY DENNISON CORPORATION	in	TRAFFIC SUPPLIES	165.20
148191	08/09/2019	09445	AVERY DENNISON CORPORATION	in	TRAFFICJET INK	1,845.00

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount $
148196	08/09/2019	00034	BENTON COUNTY AUDITOR	in	RECORDING FEES - P1904	104.50
148272	08/09/2019	00529	INTERMOUNTAIN MATERIAL TESTING	in	TESTING SERVICES	574.50
148330	08/09/2019	03569	RAY POLAND AND SONS INC	in	CONTRACT P1825-19	79,736.80
148393	08/09/2019	02368	WESTERN SYSTEMS INC	in	TRAFFIC EQUIPMENT	35,505.76
					Total amount by Department	**$ 117,931.76**
020 LAND AND FACILITIES						
148188	08/09/2019	03088	APOLLO MECHANICAL CONTRACTORS A	in	UPGRADES - FROST HVAC	1,334.33
148319	08/09/2019	01174	P B S ENGINEERING & ENVIRONMENTAL	in	BUILDING DEMO	330.00
148336	08/09/2019	00817	SENSKE LAWN & TREE CARE INC	in	CONTRACT 18-040	4,769.67
148336	08/09/2019	00817	SENSKE LAWN & TREE CARE INC	in	FACILITIES MAINTENANCE	377.39
148336	08/09/2019	00817	SENSKE LAWN & TREE CARE INC	in	TREE REMOVAL	377.39
148336	08/09/2019	00817	SENSKE LAWN & TREE CARE INC	in	FACILITIES MAINTENANCE	977.40
148336	08/09/2019	00817	SENSKE LAWN & TREE CARE INC	in	FACILITIES MAINTENANCE	1,384.65
148336	08/09/2019	00817	SENSKE LAWN & TREE CARE INC	in	STUMP GRINDING	790.07
148336	08/09/2019	00817	SENSKE LAWN & TREE CARE INC	in	TREE REPAIR	377.39
148336	08/09/2019	00817	SENSKE LAWN & TREE CARE INC	in	CONTRACT 18-040	2,903.20
148360	08/09/2019	09823	TOP TREE SERVICE LLC	in	TREE - ASSESSMENT	3,549.00
					Total amount by Department	**$ 17,170.49**
040 PARK RESERVE						
148252	08/09/2019	02696	GAMETIME C/O SITELINES PARK & PLAY	in	CHALLENGE COURSE	6,957.78
148353	08/09/2019	02678	TERRELL, MICHAEL LANDSCAPE ARCHI	in	IMPROVEMENT PROJECT	1,603.81
					Total amount by Department	**$ 8,561.59**
075 GO BOND 2017						
148182	08/09/2019	10058	ALLIANCE MANAGEMENT & CONSTRUC	in	CONSTRUCTION MANAGEMENT	12,993.00
148351	08/09/2019	07079	TCA ARCHITECTURE PLANNING INC	in	DESIGN SERVICES	4,104.86
					Total amount by Department	**$ 17,097.86**
900 CAPITAL PURCHASES						
148225	08/09/2019	06375	COMPUNET INC	in	ERP REPLACEMENT	244,678.91
148357	08/09/2019	10109	THORNBURG COMPUTER SERVICES LLC	in	WORKSTATION TEST GROUP	37,573.67
148357	08/09/2019	10109	THORNBURG COMPUTER SERVICES LLC	in	REPLACEMENT PROJECT	438,564.45
148388	08/09/2019	05985	WAT INC	in	DOCK STATIONS	42,203.91
					Total amount by Department	**$ 763,020.94**
					Total amount by Fund	**$ 923,782.64**

401 WATER AND SEWER FUND

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount $
148246	08/09/2019	00086	FERGUSON ENTERPRISES INC	in	INVENTORY	2,733.86
148260	08/09/2019	00865	H D FOWLER COMPANY INC	in	INVENTORY	101.65
148260	08/09/2019	00865	H D FOWLER COMPANY INC	in	METER BOX TRAFFIC LID	351.86
					Total amount by Department	**$ 3,187.37**
010 WATER/SEWER OPERATIONS						
148181	08/09/2019	04327	ADVANCED ANALYTICAL SOLUTIONS LI	in	LAB SUPPLIES	224.00
148183	08/09/2019	06567	ALLIED ELECTRONICS INC	in	TEMP TRANSMITTER	49.79
148186	08/09/2019	07400	ANALYTICAL SERVICES INC	in	LAB SERVICES	215.00
148188	08/09/2019	03088	APOLLO MECHANICAL CONTRACTORS A	in	HVAC	120.55
148188	08/09/2019	03088	APOLLO MECHANICAL CONTRACTORS A	in	HVAC	3,393.75
148189	08/09/2019	00490	APPLIED INDUSTRIAL TECH, INC.	in	FILTER - UV	33.36
148190	08/09/2019	02181	ARROW CONSTRUCTION SUPPLY INC	in	CONCRETE FORMS	123.80
148192	08/09/2019	03707	BAXTER AUTO PARTS	in	A/C BELT	11.85
148192	08/09/2019	03707	BAXTER AUTO PARTS	in	PARTS & SUPPLIES	10.30
148192	08/09/2019	03707	BAXTER AUTO PARTS	in	PARTS & SUPPLIES	5.33
148201	08/09/2019	00093	BENTON FRANKLIN DISTRICT HEALTH	in	LAB TESTING	75.00
148202	08/09/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	38,247.35
148202	08/09/2019	00084	BENTON PUD NO. 1	in	SEWER LIFT STATIONS	4,841.73
148202	08/09/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	27,013.61
148202	08/09/2019	00084	BENTON PUD NO. 1	in	CITY PARKS	14,050.10
148202	08/09/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	365.07
148202	08/09/2019	00084	BENTON PUD NO. 1	in	WATER FILTRATION	21,483.91
148204	08/09/2019	06149	BIG D'S CONSTRUCTION OF TRI-CITIES II	in	CONTRACT P1706-19	110,260.82
148206	08/09/2019	02063	BUCK DARRELL	in	TRAVEL EXPENSE	282.50
148209	08/09/2019	00555	CASCADE COLUMBIA DISTRIBUTION CO	in	POLYALUMINUM CHLORIDE	505.79
148212	08/09/2019	05050	CENTRAL HOSE & FITTINGS INC	in	HYDRANT METER MAINT	2,060.88
148212	08/09/2019	05050	CENTRAL HOSE & FITTINGS INC	in	HOSE FITTINGS	14.92
148221	08/09/2019	00505	COLUMBIA GRAIN & FEED INC	in	PARTS & SUPPLIES	114.23
148229	08/09/2019	08116	D&D TELECOMMUNICATIONS PROPERTI	in	INSPIRATION POINT	752.24
148242	08/09/2019	00166	FARMERS EXCHANGE	in	WEED EATER STRING	38.00
148245	08/09/2019	04147	FEDEX	in	SHIPPING	108.92
148246	08/09/2019	00086	FERGUSON ENTERPRISES INC	in	PARTS & SUPPLIES	20.38
148247	08/09/2019	05716	FLEETMATICS USA, LLC	in	VEHICLE GPS UNITS	170.25
148249	08/09/2019	05471	FRONTIER COMMUNICATIONS NW INC	in	TELEPHONE SVC	403.05
148256	08/09/2019	01775	GRAINGER	in	DISPOSAL SUPPLIES	167.03
148256	08/09/2019	01775	GRAINGER	in	GAS CANS	292.42

City of Kennewick
Claims Roster
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Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount $
148257	08/09/2019	04759	GRIGG ENTERPRISES INC DBA ACE HARI	in	WWTP SUPPLIES	52.75
148259	08/09/2019	07234	GROUNDWATER SOLUTIONS INC DBA GS	in	CONSULTANT SERVICES	925.00
148260	08/09/2019	00865	H D FOWLER COMPANY INC	in	FIRE HYDRANT PARTS	763.86
148261	08/09/2019	00865	H D FOWLER COMPANY INC	in	WATER GASKETS	16.86
148262	08/09/2019	01482	HACH COMPANY	in	PH METER	1,313.08
148262	08/09/2019	01482	HACH COMPANY	in	TRANSMITTER - ASR	2,240.69
148262	08/09/2019	01482	HACH COMPANY	in	PH BUFFER - CALS	101.37
148262	08/09/2019	01482	HACH COMPANY	in	PARTS & SUPPLIES	347.67
148263	08/09/2019	06569	HDR INC	in	CONSULTANT AGREEMENT	5,669.10
148263	08/09/2019	06569	HDR INC	in	CONSULTANT AGREEMENT	59,605.62
148263	08/09/2019	06569	HDR INC	in	CONSULTANT SERVICES	2,729.84
148264	08/09/2019	08572	HIGH DESERT MAINTENANCE INC	in	REPAIRS - CLAIR. #2	103.17
148267	08/09/2019	09099	IDEXX DISTRIBUTION INC	in	LAB SUPPLIES	198.56
148269	08/09/2019	00113	INLAND ASPHALT COMPANY	in	CONTRACT P1911-19	38,584.49
148273	08/09/2019	05737	INTERNATIONAL BELT & RUBBER SUPPL	in	HVAC BELT	30.49
148275	08/09/2019	03313	J & L HYDRAULICS	in	VACTOR REPAIR	63.92
148278	08/09/2019	04713	J-U-B ENGINEERS INC	in	CONSULTANT AGREEMENT	1,697.64
148280	08/09/2019	01037	KAMAN INDUSTRIAL TECHNOLOGIES	in	FLOC MOTOR REPAIR	176.23
148283	08/09/2019	05148	KELLEY'S TELE-COMMUNICATIONS	in	ANSWERING SERVICE	131.74
148284	08/09/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	BALL VALVE - INF SCREEN	21.12
148284	08/09/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	HYPO REPAIR	34.17
148284	08/09/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	HYPO REPAIR	2.30
148284	08/09/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	REPAIR - CL2 SYSTEM	7.75
148284	08/09/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	PARTS - HYPO REPAIR	9.47
148284	08/09/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	IRRIGATION PARTS	13.21
148284	08/09/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	IRRIGATION REPAIR	4.90
148291	08/09/2019	03154	M & M BOLT COMPANY, LLC	in	REPAIR - FLOC MOTOR	8.96
148300	08/09/2019	05112	MOON SECURITY SERVICES, INC	in	WFP - 10128	41.27
148300	08/09/2019	05112	MOON SECURITY SERVICES, INC	in	WFP - 10128	41.27
148300	08/09/2019	05112	MOON SECURITY SERVICES, INC	in	SCADA - DAK0001	31.50
148304	08/09/2019	03962	MUNICIPAL SVCS PETTY CASH	in	PW PETTY CASH	46.41
148308	08/09/2019	04466	NORTHSTAR CHEMICAL INC	in	SODIUM HYPOCHLORITE	771.50
148309	08/09/2019	01677	NORTHSTAR CLEAN CONCEPTS HOTSY C	in	PARTS & SUPPLIES	21.72
148311	08/09/2019	06668	NW CONSTRUCTION SUPPLY	in	CLARIFIER REPAIR	582.58
148321	08/09/2019	01040	PARAMOUNT SUPPLY COMPANY	in	FILTERS	92.40
148324	08/09/2019	02941	PHASE 2 ELECTRIC, INC.	in	MATERIALS & LABOR	9,450.81
148325	08/09/2019	00329	PLATT ELECTRIC SUPPLY COMPANY REX	in	CONCERTOR PARTS	42.36

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount $
148325	08/09/2019	00329	PLATT ELECTRIC SUPPLY COMPANY REX	in	LABELER SUPPLIES	127.62
148325	08/09/2019	00329	PLATT ELECTRIC SUPPLY COMPANY REX	in	PARTS - COMPACTOR	659.20
148326	08/09/2019	04920	PREMIER EXCAVATION INC	in	CONTRACT P1309-18	33,378.21
148328	08/09/2019	01817	RADIO SERVICE COMPANY INC	in	MAINTENANCE CHARGES	56.86
148337	08/09/2019	10231	SEWER KNOWLEDGE SERVICES LLC	in	EMPLOYEE TRAINING	975.00
148350	08/09/2019	06864	TAPANI INC	in	CONTRACT P1606-18	85,964.92
148354	08/09/2019	03952	TESSCO INC	in	SCADA EQUIPMENT	66.78
148356	08/09/2019	00172	THE TRI-CITY HERALD	in	PUBLICATION	24.72
148361	08/09/2019	00930	TOTAL ENERGY MANAGEMENT	in	RETAINAGE RELEASE	938.60
148370	08/09/2019	00393	TROJAN TECHNOLOGIES	in	UV BULBS	3,968.11
148370	08/09/2019	00393	TROJAN TECHNOLOGIES	in	SHIPPING COST	9.32
148378	08/09/2019	03564	US LINEN AND UNIFORM	in	LINEN SERVICE	81.45
148379	08/09/2019	07925	USA BLUEBOOK	in	SLUDGE JUDGE	244.99
148380	08/09/2019	03881	UTILITIES UNDERGROUND LOCATION CI	in	UTILITY LOCATES	476.01
148381	08/09/2019	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	2,774.04
148386	08/09/2019	01090	WA STATE DEPT TRANSPORTATION SOUT	in	WSDOT INSPECTION - P1606	6,564.43
148386	08/09/2019	01090	WA STATE DEPT TRANSPORTATION SOUT	in	WSDOT INSPECTION - P1606	8,214.70
148402	08/09/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	CBI ICE	41.25
					Total amount by Department	**$ 495,997.92**
					Total amount by Fund	**$ 499,185.29**

402 MEDICAL SERVICES FUND

010 MEDICAL SERVICES

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount $
148312	08/09/2019	09789	OFFICE ALLY INC	in	NON-PARTICIPATING CLAIMS FEE	35.00
148377	08/09/2019	05807	UPTOWN CLEANERS	in	2019-2020 UNIFORM LAUNDRY SERVICES	96.93
148377	08/09/2019	05807	UPTOWN CLEANERS	in	2019-2020 UNIFORM LAUNDRY SERVICES	100.16
148377	08/09/2019	05807	UPTOWN CLEANERS	in	2019-2020 UNIFORM LAUNDRY SERVICES	95.31
148377	08/09/2019	05807	UPTOWN CLEANERS	in	2019-2020 UNIFORM LAUNDRY SERVICES	92.08
148377	08/09/2019	05807	UPTOWN CLEANERS	in	2019-2020 UNIFORM LAUNDRY SERVICES	100.16
148377	08/09/2019	05807	UPTOWN CLEANERS	in	2019-2020 UNIFORM LAUNDRY SERVICES	80.77
148377	08/09/2019	05807	UPTOWN CLEANERS	in	2019-2020 UNIFORM LAUNDRY SERVICES	100.16
148377	08/09/2019	05807	UPTOWN CLEANERS	in	2019-2020 UNIFORM LAUNDRY SERVICES	82.39
148377	08/09/2019	05807	UPTOWN CLEANERS	in	2019-2020 UNIFORM LAUNDRY SERVICES	100.15
148377	08/09/2019	05807	UPTOWN CLEANERS	in	2019-2020 UNIFORM LAUNDRY SERVICES	177.70
148381	08/09/2019	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	934.87
148399	08/09/2019	07618	ARROW INTERNATIONAL	in	IV SUPPLIES	671.27
148400	08/09/2019	03495	BOUND TREE MEDICAL LLC	in	MEDICAL SUPPLIES	1.79

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount $
148401	08/09/2019	07715	CARDINAL HEALTH 411, INC	in	MEDICATION	601.18
148401	08/09/2019	07715	CARDINAL HEALTH 411, INC	in	MEDICATION	38.42
148404	08/09/2019	05823	GALLS, LLC	in	EMT PATCHES	80.99
148404	08/09/2019	05823	GALLS, LLC	in	EMT PATCHES	80.77
148405	08/09/2019	01775	GRAINGER	in	EMS SUPPLIES	72.16
148406	08/09/2019	08868	LIFE-ASSIST	in	IV SUPPLIES	124.73
148407	08/09/2019	00957	RANCH & HOME INC	in	STATION BOOTS	119.99
148408	08/09/2019	06869	ZOLL MEDICAL CORPORATION	in	MEDICAL SUPPLIES	912.24
148408	08/09/2019	06869	ZOLL MEDICAL CORPORATION	in	EMS SUPPLIES	403.18
148408	08/09/2019	06869	ZOLL MEDICAL CORPORATION	in	MEDICAL SUPPLIES	630.02
					Total amount by Department	**$ 5,732.42**
					Total amount by Fund	**$ 5,732.42**

403 BUILDING SAFETY FUND

010 BUILDING SAFETY

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount $
148294	08/09/2019	03842	MARTIN BUSINESS SYSTEMS	in	DOOR HANGERS & LABELS	410.95
148381	08/09/2019	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	376.14
					Total amount by Department	**$ 787.09**
					Total amount by Fund	**$ 787.09**

404 COLISEUM FUND

010 COLISEUM

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount $
148182	08/09/2019	10058	ALLIANCE MANAGEMENT & CONSTRUC	in	TOYOTA CENTER	3,500.00
148281	08/09/2019	03349	KCDA PURCHASING COOPERATIVE	in	TOYOTA CENTER	5,152.03
148281	08/09/2019	03349	KCDA PURCHASING COOPERATIVE	in	TOYOTA CENTER	14,582.65
148281	08/09/2019	03349	KCDA PURCHASING COOPERATIVE	in	TOYOTA CENTER	952.45
148282	08/09/2019	09627	KDA ARCHITECTURE INC	in	CONTRACT 18-025	5,875.00
					Total amount by Department	**$ 30,062.13**
					Total amount by Fund	**$ 30,062.13**

405 STORMWATER UTILITY FUND

010 STORMWATER

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount $
148212	08/09/2019	05050	CENTRAL HOSE & FITTINGS INC	in	PARTS & SUPPLIES	1,065.25
148239	08/09/2019	09818	ENVIRO-CLEAN EQUIPMENT INC	in	VAC CON PARTS	2,090.17
148249	08/09/2019	05471	FRONTIER COMMUNICATIONS NW INC	in	TELEPHONE SVC	61.09
148250	08/09/2019	09431	G & R AG PRODUCTS INC	in	SPRAYER PARTS	9.49

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount $
148328	08/09/2019	01817	RADIO SERVICE COMPANY INC	in	MAINTENANCE CHARGES	55.19
148349	08/09/2019	04402	SUN RENTAL CENTER DM BUILDING COI	in	DING RENTAL	370.26
148366	08/09/2019	06270	TRI-CITY SIGN & BARRICADE CONSTRU(	in	MARKING PAINT	114.40
148381	08/09/2019	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	272.16
					Total amount by Department	**$ 4,038.01**
					Total amount by Fund	**$ 4,038.01**

406 COLUMBIA PARK GOLF COURSE FUND

010 COLUMBIA PARK GOLF COURSE

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount $
148187	08/09/2019	00739	ANDERSON PERRY & ASSOCIATES INC	in	MONITORING SERVICES	2,776.75
148188	08/09/2019	03088	APOLLO MECHANICAL CONTRACTORS A	in	CLUBHOUSE TESTING	2,029.73
148215	08/09/2019	00098	CITY OF KENNEWICK WATER/SEWER DE	in	CLUBHOUSE UTILITIES	195.76
148284	08/09/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	PARTS & SUPPLIES	165.17
148284	08/09/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	PARTS & SUPPLIES	2.16
148284	08/09/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	CREDIT	-167.33
148352	08/09/2019	00008	TELCO WIRING & REPAIR INC	in	BROADBAND SERVICE	115.00
					Total amount by Department	**$ 5,117.24**
					Total amount by Fund	**$ 5,117.24**

501 EQUIPMENT RENTAL FUND

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount $
148176	08/09/2019	07809	A-1 INDUSTRIAL SUPPLY LLC	in	PARTS & SUPPLIES	140.42
148211	08/09/2019	05061	CEDAR RAPIDS TIRE CO	in	TIRE INVENTORY	182.62
148224	08/09/2019	08852	COMMERCIAL TIRE	in	TIRE INVENTORY	272.39
148242	08/09/2019	00166	FARMERS EXCHANGE	in	INVENTORY	152.04
148242	08/09/2019	00166	FARMERS EXCHANGE	in	BLADE RECYCLER	325.80
148266	08/09/2019	08711	HUGHES FIRE EQUIPMENT INC	in	PARTS & SUPPLIES	91.98
148306	08/09/2019	08875	NAPA PASCO AUTO PARTS	in	INVENTORY	268.16
148306	08/09/2019	08875	NAPA PASCO AUTO PARTS	in	INVENTORY	198.59
148306	08/09/2019	08875	NAPA PASCO AUTO PARTS	in	INVENTORY	114.86
					Total amount by Department	**$ 1,746.86**

010 EQUIPMENT RENTAL

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount $
148208	08/09/2019	03527	CASADAY BEE-LINE SERVICE & TOWING	in	ALIGNMENT - VEH. 2105	175.83
148212	08/09/2019	05050	CENTRAL HOSE & FITTINGS INC	in	PARTS - VEH. 0440	20.99
148219	08/09/2019	01310	COLEMAN OIL COMPANY	in	FLEETWIDE FUEL ACCT #0870469	22,015.49
148221	08/09/2019	00505	COLUMBIA GRAIN & FEED INC	in	BUSHING - VEH W011	0.43

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount $
148221	08/09/2019	00505	COLUMBIA GRAIN & FEED INC	in	PARTS -VEH. W031	93.41
148221	08/09/2019	00505	COLUMBIA GRAIN & FEED INC	in	PARTS - VEH. W031	30.55
148224	08/09/2019	08852	COMMERCIAL TIRE	in	TIRES - VEH. 5518	582.07
148224	08/09/2019	08852	COMMERCIAL TIRE	in	TIRES - VEH. 0457	451.21
148224	08/09/2019	08852	COMMERCIAL TIRE	in	TIRE REPAIR - VEH. 5418	114.58
148224	08/09/2019	08852	COMMERCIAL TIRE	in	TIRE REPAIR - VEH. 2716	126.47
148224	08/09/2019	08852	COMMERCIAL TIRE	in	TIRES - VEH. 3001	326.88
148224	08/09/2019	08852	COMMERCIAL TIRE	in	TIRE REPAIR - VEH. 2105	126.47
148224	08/09/2019	08852	COMMERCIAL TIRE	in	TIRE REPAIR - VEH. 2716	128.31
148224	08/09/2019	08852	COMMERCIAL TIRE	in	TIRES - VEH 0059	239.91
148224	08/09/2019	08852	COMMERCIAL TIRE	in	TIRE - VEH. 5006	108.40
148228	08/09/2019	07868	CORWIN FORD - TRI CITIES	in	SEAL - VEH. 2105	6.98
148228	08/09/2019	07868	CORWIN FORD - TRI CITIES	in	STEERING PARTS - VEH 2105	1,242.21
148228	08/09/2019	07868	CORWIN FORD - TRI CITIES	in	PARTS - VEH. 7676	225.83
148228	08/09/2019	07868	CORWIN FORD - TRI CITIES	in	TUBE ASSEMBLY - VEH. 7676	60.37
148228	08/09/2019	07868	CORWIN FORD - TRI CITIES	in	TUBE ASSY - VEH. 7676	99.49
148228	08/09/2019	07868	CORWIN FORD - TRI CITIES	in	MOTOR ASSEMBLY - FLEET	439.59
148228	08/09/2019	07868	CORWIN FORD - TRI CITIES	in	MOTOR ASSEMBLY - VEH 7574	222.17
148228	08/09/2019	07868	CORWIN FORD - TRI CITIES	in	JOINT ASSEMBLY - VEH 2105	79.53
148228	08/09/2019	07868	CORWIN FORD - TRI CITIES	in	PARTS - VEH 2105	474.20
148228	08/09/2019	07868	CORWIN FORD - TRI CITIES	in	DAMPER - VEH 2105	53.11
148228	08/09/2019	07868	CORWIN FORD - TRI CITIES	in	WHEEL ASSEMBLY - VEH 2105	304.00
148228	08/09/2019	07868	CORWIN FORD - TRI CITIES	in	REPAIR - VEH. 3525	875.53
148228	08/09/2019	07868	CORWIN FORD - TRI CITIES	in	REPAIR - VEH. 2206	12,576.17
148228	08/09/2019	07868	CORWIN FORD - TRI CITIES	in	REPAIR - VEH. 0200	1,864.27
148228	08/09/2019	07868	CORWIN FORD - TRI CITIES	in	REPAIR - VEH. 2206	1,519.94
148228	08/09/2019	07868	CORWIN FORD - TRI CITIES	in	CREDIT - VEH. 7676	-101.55
148228	08/09/2019	07868	CORWIN FORD - TRI CITIES	in	CREDIT - FLEET	-439.59
148234	08/09/2019	09442	DIVERSIFIED INSPECTIONS ITL INC	in	SAFETY INSPECTIONS	2,150.00
148234	08/09/2019	09442	DIVERSIFIED INSPECTIONS ITL INC	in	FORK LIFT INSPECTIONS	450.00
148234	08/09/2019	09442	DIVERSIFIED INSPECTIONS ITL INC	in	INSPECTION - VEH. 2802	950.00
148242	08/09/2019	00166	FARMERS EXCHANGE	in	BELT - VEH. 3817	170.43
148242	08/09/2019	00166	FARMERS EXCHANGE	in	PARTS - SAW F13S	12.13
148246	08/09/2019	00086	FERGUSON ENTERPRISES INC	in	PART - VEH. 4204	38.87
148246	08/09/2019	00086	FERGUSON ENTERPRISES INC	in	CAP - VEH. 4204	26.10
148246	08/09/2019	00086	FERGUSON ENTERPRISES INC	in	CREDIT - VEH. 4204	-26.10
148264	08/09/2019	08572	HIGH DESERT MAINTENANCE INC	in	REPAIR - VEH. 0095	357.02

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount $
148264	08/09/2019	08572	HIGH DESERT MAINTENANCE INC	in	REPAIR - VEH. 0100	490.48
148264	08/09/2019	08572	HIGH DESERT MAINTENANCE INC	in	REPAIR - VEH. 4204	114.03
148266	08/09/2019	08711	HUGHES FIRE EQUIPMENT INC	in	REPAIR - VEH. 2802	2,239.96
148266	08/09/2019	08711	HUGHES FIRE EQUIPMENT INC	in	INSPECTION - VEH 2206	131.13
148266	08/09/2019	08711	HUGHES FIRE EQUIPMENT INC	in	INSPECTION - VEH 2512	131.13
148266	08/09/2019	08711	HUGHES FIRE EQUIPMENT INC	in	PUMP TEST - VEH. 2802	701.28
148266	08/09/2019	08711	HUGHES FIRE EQUIPMENT INC	in	REPAIR - VEH. 2802	510.29
148275	08/09/2019	03313	J & L HYDRAULICS	in	PARTS & LABOR - VEH 0388	167.01
148276	08/09/2019	03363	JIM'S PACIFIC GARAGES INC	in	REPAIR - VEH. 2307	2,291.57
148276	08/09/2019	03363	JIM'S PACIFIC GARAGES INC	in	REPAIR - VEH. 4612	3,513.43
148276	08/09/2019	03363	JIM'S PACIFIC GARAGES INC	in	GASKETS - VEH 2004	4.58
148291	08/09/2019	03154	M & M BOLT COMPANY, LLC	in	FLAT WASHERS - VEH. 3313	3.80
148306	08/09/2019	08875	NAPA PASCO AUTO PARTS	in	AIR FILTER - VEH. 3524	11.83
148306	08/09/2019	08875	NAPA PASCO AUTO PARTS	in	FILTERS - VEH. 0086	138.83
148306	08/09/2019	08875	NAPA PASCO AUTO PARTS	in	AIR FILTERS - VEH. 5804	35.37
148306	08/09/2019	08875	NAPA PASCO AUTO PARTS	in	PARTS - VEH. 5116	43.85
148306	08/09/2019	08875	NAPA PASCO AUTO PARTS	in	PARTS - VEH. 2206	348.03
148306	08/09/2019	08875	NAPA PASCO AUTO PARTS	in	AIR FILTER - VEH 0100	33.83
148306	08/09/2019	08875	NAPA PASCO AUTO PARTS	in	WINDSHIELD FLUID - FLEET	54.54
148306	08/09/2019	08875	NAPA PASCO AUTO PARTS	in	BALL JOINTS - VEH 5108	165.31
148306	08/09/2019	08875	NAPA PASCO AUTO PARTS	in	FILTERS - VEH. 0440	37.46
148306	08/09/2019	08875	NAPA PASCO AUTO PARTS	in	OIL & FILTER - VEH. 0440	97.35
148306	08/09/2019	08875	NAPA PASCO AUTO PARTS	in	FILTERS - VEH. 0440	8.44
148306	08/09/2019	08875	NAPA PASCO AUTO PARTS	in	BRAKE ROTORS - VEH 2004	237.96
148306	08/09/2019	08875	NAPA PASCO AUTO PARTS	in	RTU - VEH. 0440	7.59
148306	08/09/2019	08875	NAPA PASCO AUTO PARTS	in	FILTER & OIL - VEH 3316	18.99
148306	08/09/2019	08875	NAPA PASCO AUTO PARTS	in	BELT - VEH 3735	57.85
148306	08/09/2019	08875	NAPA PASCO AUTO PARTS	in	BELT - VEH 3735	28.52
148306	08/09/2019	08875	NAPA PASCO AUTO PARTS	in	CREDIT - VEH 3735	-57.85
148306	08/09/2019	08875	NAPA PASCO AUTO PARTS	in	LAMP - VEH. 2307	10.10
148306	08/09/2019	08875	NAPA PASCO AUTO PARTS	in	AIR FILTER - VEH. 3006	11.84
148306	08/09/2019	08875	NAPA PASCO AUTO PARTS	in	MOUNT - VEH 2105	23.19
148306	08/09/2019	08875	NAPA PASCO AUTO PARTS	in	PARTS VEH 0024	60.33
148306	08/09/2019	08875	NAPA PASCO AUTO PARTS	in	OIL FILTER - VEH 0153	10.47
148306	08/09/2019	08875	NAPA PASCO AUTO PARTS	in	BELTS - VEH 0153	39.76
148306	08/09/2019	08875	NAPA PASCO AUTO PARTS	in	BELT - VEH 0153	22.09
148316	08/09/2019	04217	O'REILLY AUTO PARTS	in	LIFT SUPPORT - VEH 2307	35.47

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount $
148332	08/09/2019	03691	RMT EQUIPMENT	in	PARTS - VEH 3313	386.39
148332	08/09/2019	03691	RMT EQUIPMENT	in	REPAIR - MOWER 3737	167.56
148345	08/09/2019	00247	SS EQUIPMENT PASCO NEW HOLLAND	in	PARTS & LABOR - VEH 3904	546.92
148345	08/09/2019	00247	SS EQUIPMENT PASCO NEW HOLLAND	in	PARTS & LABOR - VEH 3906	532.18
148345	08/09/2019	00247	SS EQUIPMENT PASCO NEW HOLLAND	in	SERVICE - VEH 5804	420.47
148367	08/09/2019	09195	TRI-CITY TOOL SOLUTIONS LLC ANDREV	in	PLIERS - SHOP	91.50
148372	08/09/2019	09405	TRUCK PRO LLC SIX STATES	in	WHEEL SEAL - VEH. 2004	90.94
148372	08/09/2019	09405	TRUCK PRO LLC SIX STATES	in	U-JOINT KIT - VEH 2003	50.87
148372	08/09/2019	09405	TRUCK PRO LLC SIX STATES	in	WORKLAMP - VEH 0153	68.31
148372	08/09/2019	09405	TRUCK PRO LLC SIX STATES	in	LENS - VEH 0054	8.21
148376	08/09/2019	04764	UNITED PARCEL SERVICE	in	SHIPPING	7.78
148378	08/09/2019	03564	US LINEN AND UNIFORM	in	LINEN SERVICE	68.98
148381	08/09/2019	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	254.23
148392	08/09/2019	05380	WESTERN SYSTEMS FABRICATION INC	in	NOZZLES & JETS - VEH 4204	843.67
					Total amount by Department	**$ 63,489.55**
					Total amount by Fund	**$ 65,236.41**

502 CENTRAL STORES FUND

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount $
148241	08/09/2019	05426	EWING IRRIGATION PRODUCTS, INC	in	IRRIGATION INVENTORY	239.08
148313	08/09/2019	03700	OFFICE DEPOT INC	in	INVENTORY	97.81
148355	08/09/2019	03426	THE HOME DEPOT PRO DBA SUPPLY WOI	in	GENERAL SUPPLIES	3,180.03
148363	08/09/2019	00367	TRAFFIC SAFETY SUPPLY CO INC	in	SAFETY VESTS	1,052.48
148373	08/09/2019	04283	TURF STAR - WESTERN	in	IRRIGATION INVENTORY	4,580.31
					Total amount by Department	**$ 9,149.71**

010 CENTRAL STORES

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount $
148287	08/09/2019	06743	LEAF CAPITAL FUNDING LLC	in	COPIER RENTALS	1,214.72
148398	08/09/2019	06353	XEROX CORPORATION	in	COPIER MAINTENANCE	208.64
148398	08/09/2019	06353	XEROX CORPORATION	in	COPIER MAINTENANCE	302.55
148398	08/09/2019	06353	XEROX CORPORATION	in	COPIER MAINTENANCE	294.38
					Total amount by Department	**$ 2,020.29**
					Total amount by Fund	**$ 11,170.00**

503 RISK MANAGEMENT FUND

010 RISK MANAGEMENT

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount $
148178	08/09/2019	08874	ADEN MASONRY INC	in	REPAIR - BLOCK WALL	3,539.74

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount $
148178	08/09/2019	08874	ADEN MASONRY INC	in	REPAIR - BLOCK WALL	359.00
148205	08/09/2019	03035	BI-STATE OCCUPATIONAL SAFETY & HEA	in	PROFESSIONAL SERVICES	105.00
148238	08/09/2019	01933	EMPLOYMENT SECURITY DEPARTMENT	in	UNEMPLOYMENT - 2ND QTR	23,023.29
148253	08/09/2019	09348	GENUINE AUTO GLASS OF TRI-CITIES LL	in	WINDSHIELD REPLACEMENT	539.57
148264	08/09/2019	08572	HIGH DESERT MAINTENANCE INC	in	REPAIR - TIRE CHALK RACK	333.95
148332	08/09/2019	03691	RMT EQUIPMENT	in	REPAIR - MOWER 3737	5,074.02
148366	08/09/2019	06270	TRI-CITY SIGN & BARRICADE CONSTRU(	in	MARKING PAINT	171.60
148381	08/09/2019	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	36.91
					Total amount by Department	**$ 33,183.08**

370 GAINS/LOSSES AND OTHER INCOME

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount $
148346	08/09/2019	04478	ST PAUL FIRE & MARINE	in	CLAIM V2Z4198	100.00
					Total amount by Department	**$ 100.00**
					Total amount by Fund	**$ 33,283.08**

612 OPEB TRUST FUND

010 OPEB TRUST FUND

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount $
148179	08/09/2019	00024	ADKINS WILLIAM	in	RETIREE MEDICAL	135.50
148207	08/09/2019	00185	BUCK, GARY E	in	RETIREE MEDICAL	135.50
148218	08/09/2019	00127	CLEAVENGER, BUDDY L	in	RETIREE MEDICAL	135.50
148226	08/09/2019	00128	COMSTOCK, WILLIAM J	in	RETIREE MEDICAL	5,710.50
148233	08/09/2019	00121	DEINES, JAMES I	in	RETIREE MEDICAL	365.90
148235	08/09/2019	00324	DUNCAN LARRY	in	RETIREE MEDICAL	135.50
148237	08/09/2019	01894	EASLING, CONNIE	in	RETIREE MEDICAL	134.00
148243	08/09/2019	00041	FARNKOFF, ROBERT C	in	RETIREE MEDICAL	135.50
148244	08/09/2019	00058	FEARING, DOUG	in	RETIREE MEDICAL	135.50
148254	08/09/2019	00181	GIER, CHARLES W.	in	RETIREE MEDICAL	135.50
148255	08/09/2019	00134	GONDERMAN, DAVID A	in	RETIREE MEDICAL	135.50
148258	08/09/2019	00062	GROSS ROBERT	in	RETIREE MEDICAL	2,678.99
148265	08/09/2019	06744	HIRSCHEL ARTHUR D	in	RETIREE MEDICAL	104.90
148277	08/09/2019	03891	JOPLIN ALAN	in	RETIREE MEDICAL	271.00
148279	08/09/2019	00065	JUERGENS, CURT	in	RETIREE MEDICAL	135.50
148286	08/09/2019	00060	KRAFT, JAMES	in	RETIREE MEDICAL	710.70
148292	08/09/2019	00050	MACE, BILL	in	RETIREE MEDICAL	135.50
148293	08/09/2019	00052	MAPLETHORPE, JOHN G., JR	in	RETIREE MEDICAL	135.50
148298	08/09/2019	00055	MERCER, BILL	in	RETIREE MEDICAL	162.60
148315	08/09/2019	00142	O'HAIR, RONALD L	in	RETIREE MEDICAL	135.50

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount $
148323	08/09/2019	05554	PENNEY MICHAEL	in	RETIREE MEDICAL	134.00
148331	08/09/2019	00145	REMUS, LARRY J	in	RETIREE MEDICAL	126.50
148333	08/09/2019	00147	RUMLEY, LARRY M	in	RETIREE MEDICAL	112.50
148334	08/09/2019	01821	SCHARNHORST, DEAN	in	RETIREE MEDICAL	135.50
148338	08/09/2019	00148	SHAW, LEONARD	in	RETIREE MEDICAL	135.50
148341	08/09/2019	00150	SLEATER, LARRY L	in	RETIREE MEDICAL	191.66
148343	08/09/2019	00066	SOUTHWICK, JOHN J., JR.	in	RETIREE MEDICAL	135.50
148369	08/09/2019	01318	TRIPP, GREG	in	RETIREE MEDICAL	135.50
148382	08/09/2019	00152	VICKERMAN THOMAS	in	RETIREE MEDICAL	135.50
148387	08/09/2019	08584	WAGNER BRIAN	in	RETIREE MEDICAL	133.50
148389	08/09/2019	09944	WATERS DENNIS	in	RETIREE MEDICAL	135.50
148395	08/09/2019	00154	WILLEBY, DONALD R	in	RETIREE MEDICAL	5,197.00
148396	08/09/2019	02997	WILLIAMS GARY	in	RETIREE MEDICAL	135.50
148397	08/09/2019	01415	WILLIAMS, KEN	in	RETIREE MEDICAL	135.50
					Total amount by Department	**$ 18,743.75**
					Total amount by Fund	**$ 18,743.75**

642 METRO DRUG FORFEITURE FUND

010 NONE

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount $
148249	08/09/2019	05471	FRONTIER COMMUNICATIONS NW INC	in	TELEPHONE SVC	158.93
					Total amount by Department	**$ 158.93**
					Total amount by Fund	**$ 158.93**

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount $
				Grand Total:	**$ 2,743,907.96**

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

Dan Legard, Finance Director

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

Check numbers 148165 through 148408	$ 2,743,690.96
Wire transfer number 300377	217.00
Total	$ 2,743,907.96

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

Exceptions:

Council Agenda Coversheet

KENNEWICK WASHINGTON

Agenda Item Number	3.b.(2)	Council Date	09/03/2019
Agenda Item Type	General Business Item		
Subject	Columbia Park Golf Course Account		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

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

Recommendation

That Council approve the Claims Roster for the Columbia Park Golf Course Account for July 2019.

Motion for Consideration

I move to approve the Claims Roster for the Columbia Park Golf Course Account for July 2019 in the amount of $36,715.22, comprised of check numbers 278-281, 2486-2491 in the amount of $6,174.15 and electronic transfers in the amount of $30,541.07.

Summary

The first page of the roster is a summary of check and electronic transfer activity, with the following pages presenting more detailed information.

Alternatives

None.

Fiscal Impact

Total $36,715.22.

Through	Denise Winters Aug 22, 11:41:11 GMT-0700 2019
Dept Head Approval	Dan Legard Aug 28, 11:29:06 GMT-0700 2019
City Mgr Approval	Marie Mosley Aug 30, 07:58:26 GMT-0700 2019

Attachments: Roster

☐ **Recording Required?**

COLUMBIA PARK GOLF COURSE FUND
CHECK REGISTER
JULY 2019

Check Number	Vendor Check Name	Check Date	Amount	Type
278	KING BEVERAGE	7/3/2019	$169.25	Check
279	KING BEVERAGE	7/11/2019	$161.68	Check
280	KING BEVERAGE	7/18/2019	$129.26	Check
281	KING BEVERAGE	7/29/2019	$130.79	Check
2486	COURSECO, INC	7/11/2019	$29.86	Check
2487	MELISSA HIBBARD	7/11/2019	$120.00	Check
2488	QUEST DIAGNOSTICS	7/11/2019	$31.95	Check
2489	TOTAL E INTEGRATED INC.	7/11/2019	$137.95	Check
2490	COLUMBIA POINT GOLF COURSE	7/26/2019	$598.27	Check
2491	KENNEWICK GOLF CORPORATION	7/30/2019	$4,665.14	Check
ADP 538055655	ADP, LLC	7/5/2019	$95.03	EFT
ADPTS 006933811	ADP TOTAL SOURCE (AUTOPAY)	7/10/2019	$3,533.57	EFT
CIG 809147	CAPITAL INSURANCE GROUP	7/31/2019	$547.09	EFT
DEPTREV 0009418211	DEPARTMENT OF REVENUE	7/31/2019	$11,012.54	EFT
272706	GOLF SCORECARDS INC	7/11/2019	$312.93	EFT
272707	GT GOLF SUPPLIES - GLOBAL TOUR GOLF	7/11/2019	$209.99	EFT
272727	ALA CART GOLF CARTS, L.L.C.	7/11/2019	$2,025.44	EFT
272730	CITY OF KENNEWICK ELECTRICAL	7/11/2019	$260.67	EFT
272731	ECS NORTHWEST LLC	7/11/2019	$2,991.99	EFT
272741	PEPSI COLA BOTTLING CO.	7/11/2019	$721.36	EFT
272747	AMERICAN FOOTGOLF LEAGUE	7/11/2019	$200.00	EFT
272748	FRONTIER COMMUNICATIONS	7/11/2019	$101.58	EFT
272759	BLUE ROOM	7/11/2019	$484.22	EFT
273712	1-2-1 MARKETING	7/17/2019	$447.00	EFT
273726	GT GOLF SUPPLIES - GLOBAL TOUR GOLF	7/17/2019	$125.92	EFT
273774	ECS NORTHWEST LLC	7/17/2019	$1,545.73	EFT
273780	NORTHWEST GOLF CARS	7/17/2019	$131.65	EFT
273783	SPIKES GOLF SUPPLIES, INC.	7/17/2019	$251.40	EFT
273813	PEPSI COLA BOTTLING CO.	7/17/2019	$204.90	EFT
275391	BLUE ROOM	7/25/2019	$247.84	EFT
276550	GOLF SCORECARDS INC	7/31/2019	$961.12	EFT
276595	CITY OF KENNEWICK ELECTRICAL	7/31/2019	$626.99	EFT
276637	PEPSI COLA BOTTLING CO.	7/31/2019	$313.88	EFT
276652	FRONTIER COMMUNICATIONS	7/31/2019	$188.04	EFT
Paid by ACH	COLEMAN OIL COMPANY	7/11/2019	$361.74	EFT
Paid by ACH	NATIONAL PRINT & PROMO	7/11/2019	$262.84	EFT
Paid by ACH	WESTERN EQUIPMENT	7/11/2019	$1,034.50	EFT
Paid by ACH	CINTAS CORPORATION #085	7/17/2019	$111.35	EFT
Paid by ACH	COLEMAN OIL COMPANY	7/17/2019	$284.98	EFT
Paid by ACH	WESTERN EQUIPMENT	7/17/2019	$650.04	EFT
Paid by ACH	COLEMAN OIL COMPANY	7/31/2019	$284.78	EFT
Paid by ACH	GT GOLF SUPPLIES - GLOBAL TOUR GOLF	7/31/2019	$9.96	EFT
			$36,715.22	

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

Dan Legard, Finance Director

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

Check numbers 278-281, 2486-2491	$	6,174.15
Electronic transfers		30,541.07
Total	$	36,715.22

Exceptions:

Check	Vendor	Date	Amount		Debit	Credit
278	KING BEVERAGE	7/3/2019		$169.25		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$169.25
	PURCH	49300-070-244-00	COGS - BEER		$169.25	
279	KING BEVERAGE	7/11/2019		$161.68		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$161.68
	PURCH	49300-070-244-00	COGS - BEER		$161.68	
280	KING BEVERAGE	7/18/2019		$129.26		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$129.26
	PURCH	49300-070-244-00	COGS - BEER		$129.26	
281	KING BEVERAGE	7/29/2019		$130.79		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$130.79
	PURCH	49300-070-244-00	COGS - BEER		$130.79	
2486	COURSECO, INC	7/11/2019		$29.86		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$29.86
	PURCH	51900-080-244-00	CONTRACT SERVICES		$29.86	
2487	MELISSA HIBBARD	7/11/2019		$120.00		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$120.00
	PURCH	52100-080-244-00	TELECOMMUNICATIONS		$120.00	
2488	QUEST DIAGNOSTICS	43657		31.95		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			31.95
	PURCH	51800-080-244-00	PROFESSIONAL SERVICES		$31.95	
2489	TOTAL E INTEGRATED INC.	43657		137.95		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			137.95
	PURCH	51900-050-244-00	CONTRACT SERVICES		$137.95	
2490	COLUMBIA POINT GOLF COURSE	43672		598.27		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$598.27
	PURCH	48100-050-244-00	LESSON COGS		170	
	PURCH	50100-060-244-00	SALARIES		$235.97	
	PURCH	50100-080-244-00	SALARIES		$192.30	
2491	KENNEWICK GOLF CORPORATION	43676		4665.14		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$4,665.14
	PURCH	59600-080-244-00	ACCOUNTING FEES		$1,166.91	
	PURCH	59610-080-244-00	MANAGEMENT FEE		$3,498.23	
ADP 538055655	ADP, LLC	43651		95.03		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$95.03
	PURCH	51900-080-244-00	CONTRACT SERVICES		$95.03	
ADPTS 006933811	ADP TOTAL SOURCE (AUTOPAY)	43656		3533.57		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$3,533.57
	PURCH	50800-050-244-00	HEALTH BENEFITS		$1,724.98	
	PURCH	50800-060-244-00	HEALTH BENEFITS		1808.59	
CIG 809147	CAPITAL INSURANCE GROUP	43677		547.09		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$547.09
	PURCH	18400-000-244-00	PREPAID GEN LIAB INS		547.09	
DEPTREV 0009418211	DEPARTMENT OF REVENUE	43677		11012.54		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$11,012.54
	PURCH	20300-000-244-00	SALES TAX PAYABLE		$7,948.65	
	PURCH	59760-080-244-00	OTHER TAXES		3063.89	
272706	GOLF SCORECARDS INC	43657		312.93		
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP			$312.93
	PURCH	52900-050-244-00	PRINTING		$312.93	
272707	GT GOLF SUPPLIES - GLOBAL TOUR GOLF	43657		209.99		
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP			$209.99
	PURCH	55800-050-244-00	OTHER DEPT SUPPLIES		$209.99	

Check	Vendor	Date	Amount		Debit	Credit
272727	ALA CART GOLF CARTS, L.L.C.	43657	2025.44			
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP			$2,025.44
	PURCH	58400-050-244-00	EQUIPMENT OUTSIDE REPAIRS		$2,025.44	
272730	CITY OF KENNEWICK ELECTRICAL	43657		260.67		
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP			$260.67
	PURCH	52200-060-244-00	UTILITIES - GAS & ELECTRIC		$34.76	
	PURCH	52210-060-244-00	IRRIGATION ELECTRICITY		$225.91	
272731	ECS NORTHWEST LLC	43657		2991.99		
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP			$2,991.99
	PURCH	59400-060-244-00	IRRIGATION OUTSIDE REPAIRS		$2,991.99	
272741	PEPSI COLA BOTTLING CO.	43657		721.36		
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP			$721.36
	PURCH	51900-080-244-00	CONTRACT SERVICES		$13.80	
	PURCH	49200-070-244-00	COGS - SOFT BEVERAGE		$188.15	
	PURCH	49150-070-244-00	COGS - PACKAGED FOOD		$519.41	
272747	AMERICAN FOOTGOLF LEAGUE	43657		200		
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP			$200.00
	PURCH	51400-080-244-00	PROFESSIONAL DUES & FEES		$200.00	
272748	FRONTIER COMMUNICATIONS	43657		101.58		
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP			$101.58
	PURCH	52100-080-244-00	TELECOMMUNICATIONS		$101.58	
272759	BLUE ROOM	43657		484.22		
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP			$484.22
	PURCH	51900-050-244-00	CONTRACT SERVICES		$403.22	
	PURCH	52300-060-244-00	GARBAGE & DEBRIS REMOVAL		$81.00	
273712	1-2-1 MARKETING	43663		447		
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP			$447.00
	PURCH	51900-050-244-00	CONTRACT SERVICES		$447.00	
273726	GT GOLF SUPPLIES - GLOBAL TOUR GOLF	43663		125.92		
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP			$125.92
	PURCH	47150-050-244-00	COGS MERCHANDISE		$125.92	
273774	ECS NORTHWEST LLC	43663		1545.73		
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP			$1,545.73
	PURCH	59400-060-244-00	IRRIGATION OUTSIDE REPAIRS		$1,545.73	
273780	NORTHWEST GOLF CARS	43663		131.65		
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP			$131.65
	PURCH	54900-050-244-00	IRRIGATION OUTSIDE REPAIRS		131.65	
273783	SPIKES GOLF SUPPLIES, INC.	43663		251.4		
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP			$251.40
	PURCH	47150-050-244-00	COGS MERCHANDISE		$251.40	
273813	PEPSI COLA BOTTLING CO.	7/17/2019		$204.90		
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP			$204.90
	PURCH	49200-070-244-00	COGS - SOFT BEVERAGE		$196.30	
	PURCH	49150-070-244-00	COGS - PACKAGED FOOD		$8.60	
275391	BLUE ROOM	7/25/2019		$247.84		
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP			$247.84
	PURCH	51900-050-244-00	CONTRACT SERVICES		$166.84	
	PURCH	52300-060-244-00	GARBAGE & DEBRIS REMOVAL		$81.00	
276550	GOLF SCORECARDS INC	7/31/2019		$961.12		
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP			$961.12
	PURCH	52900-050-244-00	PRINTING		$961.12	
276595	CITY OF KENNEWICK ELECTRICAL	43677		626.99		
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP			626.99
	PURCH	52200-080-244-00	UTILITIES - GAS & ELECTRIC		239.33	
	PURCH	52200-060-244-00	UTILITIES - GAS & ELECTRIC		387.66	

Check	Vendor	Date	Amount		Debit	Credit
276637	PEPSI COLA BOTTLING CO.	43677		313.88		
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP			313.88
	PURCH	51900-080-244-00	CONTRACT SERVICES		20.70	
	PURCH	49200-070-244-00	COGS - SOFT BEVERAGE		183.95	
	PURCH	49150-070-244-00	COGS - PACKAGED FOOD		109.23	
276652	FRONTIER COMMUNICATIONS	43677		188.04		
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP			188.04
	PURCH	52100-080-244-00	TELECOMMUNICATIONS		188.04	
Paid by ACH	COLEMAN OIL COMPANY	43657		361.74		
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP			361.74
	PURCH	58300-060-244-00	FUEL & OIL MAINTENANCE		293.49	
	PURCH	58300-050-244-00	FUEL & OIL GOLF		68.25	
Paid by ACH	NATIONAL PRINT & PROMO	43657		262.84		
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP			262.84
	PURCH	52900-050-244-00	PRINTING		262.84	
Paid by ACH	WESTERN EQUIPMENT	43657		1034.5		
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP			1,034.50
	PURCH	58100-060-244-00	EQUIPMENT PARTS		644.80	
	PURCH	59200-060-244-00	IRRIGATION PIPES & HEADS		389.70	
Paid by ACH	CINTAS CORPORATION #085	43663		111.35		
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP			111.35
	PURCH	51900-080-244-00	CONTRACT SERVICES		61.21	
	PURCH	51900-060-244-00	CONTRACT SERVICES		50.14	
Paid by ACH	COLEMAN OIL COMPANY	43663		284.98		
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP			284.98
	PURCH	58300-060-244-00	FUEL & OIL MAINTENANCE		237.78	
	PURCH	58300-050-244-00	FUEL & OIL GOLF		47.20	
Paid by ACH	WESTERN EQUIPMENT	43663		650.04		
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP			650.04
	PURCH	58100-060-244-00	FUEL & OIL MAINTENANCE		650.04	
Paid by ACH	COLEMAN OIL COMPANY	43677		284.78		
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP			284.78
	PURCH	58300-060-244-00	FUEL & OIL MAINTENANCE		284.78	
Paid by ACH	GT GOLF SUPPLIES - GLOBAL TOUR GOLF	43677		9.96		
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP			9.96
	PURCH	47150-050-244-00	COGS MERCHANDISE		9.96	

Council Agenda Coversheet

KENNEWICK WASHINGTON

Agenda Item Number	3.b.(3)	Council Date	09/03/2019
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 June 2019.

Motion for Consideration

I move to approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for June 2019 in the amount of $225,168.15, comprised of check numbers 20747-20806 in the amount of $197,251.85 and electronic transfers in the amount of $27,916.30.

Summary

None.

Alternatives

None.

Fiscal Impact

Total $225,168.15.

Through	Denise Winters Aug 22, 11:46:06 GMT-0700 2019
Dept Head Approval	Dan Legard Aug 28, 11:36:02 GMT-0700 2019
City Mgr Approval	Marie Mosley Aug 30, 08:00:07 GMT-0700 2019

Attachments: Roster

☐ **Recording Required?**

Toyota Center and Toyota Arena
Operations Claims Roster
June 2019

Num	Date	Name	Memo	Account	Paid Amount
20747	**06/04/2019**	**Rocky Mountain Rigging**	**Rigging for Jersey Boys 6/4/19**	**1006.1 · Sterling Operating Account**	
JerseyBoys19	06/04/2019		Rigging for Jersey Boys 6/4/19	5073 · Reimbursed Outside Services	-896.00
					-896.00
20748	**06/13/2019**	**Alexandra Communications**	**PO2896 Radio Ads BFO 2019**	**1006.1 · Sterling Operating Account**	
19050201	06/03/2019		PO2896 Radio Ads BFO 2019	1633.39 · Bullfighters Only	-224.40
					-224.40
20749	**06/13/2019**	**Alsco**	**0020000**	**1006.1 · Sterling Operating Account**	
LSPO2184962	06/04/2019		Ops Linen	8072 · Linens	-123.89
					-123.89
20750	**06/13/2019**	**Baskin Robbins**	**Third Party Sales FireVsWenatchee 6/2/19**	**1006.1 · Sterling Operating Account**	
FireVsWenatchee	06/02/2019		Third Party Sales FireVsWenatchee 6/2/19	5300.7 · Sales-Third Party	-355.22
					-355.22
20751	**06/13/2019**	**Becker Arena Products, Inc**	**PO2904 Figure Skates**	**1006.1 · Sterling Operating Account**	
1018459	05/21/2019		PO2904 Figure Skates	8026 · Capital Improvements	-4,481.93
					-4,481.93
20752	**06/13/2019**	**Blue Mountain Fire Protection, Inc**	**Water motor TC and Flow Switch TRCC**	**1006.1 · Sterling Operating Account**	
1317	05/30/2019		Water motor TC and Flow Switch TRCC	8041 · Repairs & Maintenance-Building	-716.76
			Due from TRCC Water motor TC and Flow Switch TRCC	2215 · Due To (From) Convention Center	-716.76
					-1,433.52
20753	**06/13/2019**	**Brashear Electric, Inc.**		**1006.1 · Sterling Operating Account**	
32489	05/14/2019		Stage set up for BFO 5/9/19	5073 · Reimbursed Outside Services	-673.32
32500	05/15/2019		Stage set up for Paw Patrol 5/6/19	5073 · Reimbursed Outside Services	-673.32
					-1,346.64
20754	**06/13/2019**	**Bustos Media, LLC**	**PO2895 Radio Ads BFO 2019**	**1006.1 · Sterling Operating Account**	
19050479	06/03/2019		PO2895 Radio Ads BFO 2019	1633.39 · Bullfighters Only	-680.00
					-680.00
20755	**06/13/2019**	**Canon Solutions America (Oce)**	**BHA806**	**1006.1 · Sterling Operating Account**	
4029466398	06/01/2019		Copier Maintenance QHM07777	8007 · Printing & Copiers	-27.98
					-27.98
20756	**06/13/2019**	**Cash and Carry**		**1006.1 · Sterling Operating Account**	
027371	06/06/2019		Food Purchase 6/6/19 (Coffee)	1400.1 · Inventory-Food	-36.49
059875	06/08/2019		Food Purchase 6/8/19 (Coffee)	1400.1 · Inventory-Food	-15.54
					-52.03
20757	**06/13/2019**	**Chapala Express Stand**	**Third Party Sales FireVsWenatchee 6/2/19**	**1006.1 · Sterling Operating Account**	
FireVsWenatchee	06/02/2019		Third Party Sales FireVsWenatchee 6/2/19	5300.7 · Sales-Third Party	-269.01
					-269.01
20758	**06/13/2019**	**Cherry Creek Radio**	**PO2884 Radio Ads Christian Nodal 2019**	**1006.1 · Sterling Operating Account**	
IN-H-19059510	05/31/2019		PO2884 Radio Ads Christian Nodal 2019	1633.40 · Christian Nodal	-433.50
					-433.50
20759	**06/13/2019**	**Coca-Cola**	**Soda Order 6/5/19**	**1006.1 · Sterling Operating Account**	
59844	06/05/2019		Soda Order 6/5/19	1400.1 · Inventory-Food	-2,316.00
					-2,316.00
20760	**06/13/2019**	**Columbia Rigging Corp.**	**PO2914 Span sets/schackle**	**1006.1 · Sterling Operating Account**	
34969	05/31/2019		PO2914 Span sets/schackle	5073 · Reimbursed Outside Services	-907.12
					-907.12

Num	Date	Name	Memo	Account	Paid Amount
20761	**06/13/2019**	**Columbia Safety LLC**	**Emt Services May 2019**	**1006.1 · Sterling Operating Account**	
LL2019-105	05/31/2019		Emt Service Paw Patrol 5/7/19	5073 · Reimbursed Outside Services	-147.00
			Emt Service Paw Patrol 5/8/19	5073 · Reimbursed Outside Services	-103.00
			Emt Service Paw Patrol 5/8/19	5073 · Reimbursed Outside Services	-143.00
			Emt Service Paw Patrol 5/8/19	5073 · Reimbursed Outside Services	-143.00
			Emt Service BFO 5/11/19	5073 · Reimbursed Outside Services	-176.00
			Emt Service Garden Bros Circus 5/21/19	5073 · Reimbursed Outside Services	-264.00
			Emt Service Garden Bros Circus 5/22/19	5073 · Reimbursed Outside Services	-299.00
			Emt Service KSD Orchestra 5/2/19	8065 · Contracted Labor	-139.00
			Emt Service WSU Graduation 5/4/19	8065 · Contracted Labor	-158.00
			Emt Service Fire Football 5/23/19	8065 · Contracted Labor	-212.00
					-1,784.00
20762	**06/13/2019**	**Culligan**	**230326**	**1006.1 · Sterling Operating Account**	
95576	05/18/2019		Cold Cooler Service	8098 · Supplies & Equipment	-336.65
					-336.65
20763	**06/13/2019**	**Devfuzion**		**1006.1 · Sterling Operating Account**	
W-10671	05/31/2019		Website Hosting fee	8094 · Outside Services	-30.00
10764	06/05/2019		Memory upgrade for Andy's computer	8094 · Outside Services	-184.35
					-214.35
20764	**06/13/2019**	**Diamante Media, LLC**	**PO2885 Radio Ads Christian Nodal 2019**	**1006.1 · Sterling Operating Account**	
19050182	05/31/2019		PO2885 Radio Ads Christian Nodal 2019	1633.40 · Christian Nodal	-425.00
					-425.00
20765	**06/13/2019**	**Dunkaroos**	**Third Party Sales FireVsWenatchee 6/2/19**	**1006.1 · Sterling Operating Account**	
FireVsWenachee	06/02/2019		Third Party Sales FireVsWenatchee 6/2/19	5300.7 · Sales-Third Party	-215.64
					-215.64
20766	**06/13/2019**	**Fastsigns**	**Laminated Toyota Logo**	**1006.1 · Sterling Operating Account**	
139-59431	06/06/2019		Laminated Toyota Logo	8097 · Signage	-138.31
					-138.31
20767	**06/13/2019**	**Food Services of America**		**1006.1 · Sterling Operating Account**	
9499331	06/03/2019		PO2916 Kitchen Supplies	8098.1 · Supplies & Equipment-F&B	-334.02
9499330	06/03/2019		Food Order 6/3/19	1400.1 · Inventory-Food	-410.84
					-744.86
20768	**06/13/2019**	**Jet Ice**	**PO2877 Ice Paint mixer for cushman**	**1006.1 · Sterling Operating Account**	
104712	05/29/2019		PO2877 Ice Paint mixer for cushman	8026 · Capital Improvements	-8,194.36
					-8,194.36
20769	**06/13/2019**	**Kaman Industrial Technologies**	**Groove Ball Bearings**	**1006.1 · Sterling Operating Account**	
B91619	06/04/2019		Groove Ball Bearings	8042 · Repairs & Maintenance-Equipment	-36.49
					-36.49
20770	**06/13/2019**	**KC Brand**	**Third Party Sales FireVsWenatchee 6/2/19**	**1006.1 · Sterling Operating Account**	
FireVsWenatchee	06/02/2019		Third Party Sales FireVsWenatchee 6/2/19	5300.7 · Sales-Third Party	-288.44
					-288.44
20771	**06/13/2019**	**Kim Clark**	**Food/Reim for crew for KSD Graduation**	**1006.1 · Sterling Operating Account**	
Food/Reim	06/08/2019		Food/Reim for crew for KSD Graduation	8056 · Travel-Meals	-38.00
					-38.00
20772	**06/13/2019**	**KNDOTV23/KNDUTV25**		**1006.1 · Sterling Operating Account**	
149522A-1	05/27/2019		PO2881 Tv Ads Jersey Boys 2019	1633.17 · Jersey Boys - BWay	-2,380.00
149522A-2	05/31/2019		PO2881 Tv Ads Jersey Boys 2019	1633.17 · Jersey Boys - BWay	-850.00
					-3,230.00
20773	**06/13/2019**	**MD Draft Team**	**Beer tap cleaning 5/30/19**	**1006.1 · Sterling Operating Account**	
7748-13	05/30/2019		Beer tap cleaning 5/30/19	8042FB · Repr & Maint Equip, Food & Bev	-354.40
			Due from TRCC Beer tap cleaning 5/30/19	2215 · Due To (From) Convention Center	-80.00
					-434.40

Toyota Center and Toyota Arena
Operations Claims Roster
June 2019

Num	Date	Name	Memo	Account	Paid Amount
20774	**06/13/2019**	**Moon Security Services, Inc.**		**1006.1 · Sterling Operating Account**	
982487	05/07/2019		Service Call to repair damaged wiring	8039 · Security & Fire Alarm System	-418.12
980368	06/01/2019		Basic commercial monitoring - Ammonia TA 6/1/19-6/30/19	8039 · Security & Fire Alarm System	-42.36
978817	06/01/2019		Fire Alarm Testing TA and Service Call TA	8039 · Security & Fire Alarm System	-413.90
	06/01/2019		Kitchen & Vault monitoring 6/1/19-6/30/19	8039FB · Sec & Fire Alarm, Food & Bev	-59.85
			Kitchen & Vault monitoring 6/1/19-6/30/19	8039 · Security & Fire Alarm System	-29.92
			Due from TRCC Kitchen & Vault monitoring 6/1/19-6/30/19	2215 · Due To (From) Convention Center	-29.92
					-994.07
20775	**06/13/2019**	**OBrien Construction Co.**	**PO2848 Concrete for Zam entrance**	**1006.1 · Sterling Operating Account**	
3000	05/01/2019		PO2848 Concrete for Zam entrance	8026 · Capital Improvements	-14,920.55
					-14,920.55
20776	**06/13/2019**	**Oxarc**	**Cylinder Rental for Jersey Boys 2019**	**1006.1 · Sterling Operating Account**	
30680950	06/04/2019		Cylinder Rental for Jersey Boys 2019	5073 · Reimbursed Outside Services	-86.61
					-86.61
20777	**06/13/2019**	**Pape' Material Handling**	**PO2878 New engine for Zam**	**1006.1 · Sterling Operating Account**	
80061441	05/31/2019		PO2878 New engine for Zam	8026 · Capital Improvements	-19,573.61
					-19,573.61
20778	**06/13/2019**	**Spectrum Business**	**Phone and Internet Service 5/26/19-6/25/19**	**1006.1 · Sterling Operating Account**	
0883924052619	05/26/2019		Internet Service 5/26/19-6/25/19	8034.3 · Internet	-1,719.98
			Phone Service 5/26/19-6/25/19	8034.1 · Telephone	-888.16
					-2,608.14
20779	**06/13/2019**	**Spectrum Reach**		**1006.1 · Sterling Operating Account**	
INV-90319900	05/26/2019		PO2883 Tv Ads Jersey Boys 2019	1633.17 · Jersey Boys - BWay	-637.50
INV-90317948	05/26/2019		PO2835 Tv Ads WWE2019	1633.37 · WWE	-769.25
					-1,406.75
20780	**06/13/2019**	**Spotlight Production & Electrical Service**	**Rental of Lg Confetti Canan for CBC Graduation**	**1006.1 · Sterling Operating Account**	
90355049-0002	05/29/2019		Rental of Lg Confetti Canan for CBC Graduation	5073 · Reimbursed Outside Services	-1,194.60
					-1,194.60
20781	**06/13/2019**	**Staples/Corp Express, Inc.**		**1006.1 · Sterling Operating Account**	
3414282466	05/18/2019		PO2910 Campus Office Supplies	8005 · Office Supplies	-393.30
			Due from TRCC PO2910 Campus Office Supplies	2215 · Due To (From) Convention Center	-309.37
3414442607	05/22/2019		PO2910 Campus Office Supplies	8005 · Office Supplies	-14.00
					-716.67
20782	**06/13/2019**	**Stephens Media Group**		**1006.1 · Sterling Operating Account**	
13074	05/31/2019		PO2838 Radio Ads WWE2019	1633.37 · WWE	-255.00
13252	05/31/2019		PO2838 Radio Ads WWE2019	1633.37 · WWE	-204.00
14307	05/31/2019		PO2838 Radio Ads WWE2019	1633.37 · WWE	-306.00
4170	05/31/2019		PO2890 Radio Ads Jersey Boys 2019	1633.17 · Jersey Boys - BWay	-601.80
					-1,366.80
20783	**06/13/2019**	**Sunbelt Rentals**		**1006.1 · Sterling Operating Account**	
0355049-0001	06/05/2019		Lift Rental for Jersey Boys 2019	5073 · Reimbursed Outside Services	-894.97
90355049-0002	06/10/2019		Lift Rental Jersey Boys 2019	5073 · Reimbursed Outside Services	-384.77
					-1,279.74
20784	**06/13/2019**	**Tennant**	**4264182**	**1006.1 · Sterling Operating Account**	
916273178	05/08/2019		Service call for floor scrubber	8042 · Repairs & Maintenance-Equipment	-350.84
					-350.84
20785	**06/13/2019**	**Thomas Hammer**	**Coffee Order 5/29/19**	**1006.1 · Sterling Operating Account**	
IN027119	05/29/2019		Coffee Order 5/29/19	1400.1 · Inventory-Food	-131.25
					-131.25
20786	**06/13/2019**	**Ticketmaster.**	**PO2840 Digital Ads WWE2019**	**1006.1 · Sterling Operating Account**	
10059983	05/31/2019		PO2840 Digital Ads WWE2019	1633.37 · WWE	-999.99
					-999.99

Toyota Center and Toyota Arena
Operations Claims Roster
June 2019

Num	Date	Name	Memo	Account	Paid Amount
20787	**06/13/2019**	**US Foods**		**1006.1 · Sterling Operating Account**	
4393575	05/30/2019		Food Order 5/30/19	1400.1 · Inventory-Food	-932.51
4524866	06/06/2019		Food Order 6/6/19	1400.1 · Inventory-Food	-770.83
					-1,703.34
20788	**06/13/2019**	**VenuWorks, Inc.**		**1006.1 · Sterling Operating Account**	
15780	03/30/2019		F&B Commissions Jan, Feb, Mar 2019	3020 · Accrued Accounts Payable	-39,700.44
15779	03/30/2019		Advertising Commissions Dec2018, Jan, Feb 2019	3020 · Accrued Accounts Payable	-18,994.83
15882	05/01/2019		May 2019 Management Fee	8124 · VenuWorks Management Fee	-9,400.86
15935	06/01/2019		June 2019 Management Fee	8124 · VenuWorks Management Fee	-9,400.86
					-77,496.99
20789	**06/25/2019**	**Benton PUD**		**1006.1 · Sterling Operating Account**	
SmGenSrvLights	06/12/2019		Small General Service Lights 5/7/19-6/7/19	8036.3 · Electricity	-58.00
			Due from TRCC Small General Service Lights 5/7/19-6/7/19	2215 · Due To (From) Convention Center	-57.99
LrGenSer	06/12/2019		Large General Service Lights 5/7/19-6/7/19	8036.3 · Electricity	-18,700.85
SmGenSvcSign	06/12/2019		Small General Service Sign 5/7/19-6/7/19	8036.3 · Electricity	-420.51
					-19,237.35
20790	**06/25/2019**	**Brashear Electric, Inc.**		**1006.1 · Sterling Operating Account**	
32590	06/04/2019		Stage set up for The Garden Bros 5/20/19	5073 · Reimbursed Outside Services	-673.32
32690	06/13/2019		Stage set up for Jersey Boys 6/4/19	5073 · Reimbursed Outside Services	-673.32
					-1,346.64
20791	**06/25/2019**	**Cascade Natural Gas - COL**	**Service from 5/10/19-6/10/19**	**1006.1 · Sterling Operating Account**	
Srv5/10-6/10/19	06/11/2019		Service from 5/10/19-6/10/19	8036.2 · Natural Gas	-334.83
					-334.83
20792	**06/25/2019**	**Cascade Natural Gas - ICE**	**Service from 5/10/19-6/10/19**	**1006.1 · Sterling Operating Account**	
Srv5/10-6/10/19	06/11/2019		Service from 5/10/19-6/10/19	8036.2 · Natural Gas	-539.91
					-539.91
20793	**06/25/2019**	**City of Kennewick-MISC**	**2nd Qtr Leasehold tax 2019**	**1006.1 · Sterling Operating Account**	
013975	06/14/2019		2nd Qtr Leasehold tax 2019	2203 · Leasehold Tax Payable-COK	-1,334.94
					-1,334.94
20794	**06/25/2019**	**Coca-Cola**	**Soda Order 6/11/19**	**1006.1 · Sterling Operating Account**	
60295	06/11/2019		Soda Order 6/11/19	1400.1 · Inventory-Food	-1,617.00
					-1,617.00
20795	**06/25/2019**	**Concessions Supply**	**Food Order 6/11/19**	**1006.1 · Sterling Operating Account**	
80735	06/11/2019		Food Order 6/11/19	1400.1 · Inventory-Food	-236.77
					-236.77
20796	**06/25/2019**	**Culligan**	**230326**	**1006.1 · Sterling Operating Account**	
96338	06/18/2019		Cold Cooker Service	8098 · Supplies & Equipment	-127.06
					-127.06
20797	**06/25/2019**	**Filta**	**Fryer Cleaning Service**	**1006.1 · Sterling Operating Account**	
448-003949	06/13/2019		Fryer Cleaning Service	8094FB · Outside Services - Food & Bev	-358.38
					-358.38
20798	**06/25/2019**	**Food Services of America**		**1006.1 · Sterling Operating Account**	
9500619	06/04/2019		Food Order 6/4/19	1400.1 · Inventory-Food	-34.25
9504105	06/06/2019		Food Order 6/6/19	1400.1 · Inventory-Food	-14.24
9507853	06/11/2019		Food Order 6/11/19	1400.1 · Inventory-Food	-2,838.16
					-2,886.65
20799	**06/25/2019**	**Joyce Julius & Associates, Inc.**	**Entitlement Sponsorship Analysis for TC/TA 2018-2019**	**1006.1 · Sterling Operating Account**	
039180	06/20/2019		Entitlement Sponsorship Analysis for TC/TA 2018-2019	8103 · Advertising & Marketing	-2,500.00
					-2,500.00

Toyota Center and Toyota Arena
Operations Claims Roster
June 2019

Num	Date	Name	Memo	Account	Paid Amount
20800	**06/25/2019**	**Merlin Blanco**	**Poster distribution for Christian Nodal**	**1006.1 · Sterling Operating Account**	
1001	06/21/2019		Poster distribution for Christian Nodal	1633.40 · Christian Nodal	-100.00
					-100.00
20801	**06/25/2019**	**Mid Columbia Hockey Officials Association**	**Adult hockey officials May 2019**	**1006.1 · Sterling Operating Account**	
19-013	06/16/2019		Adult hockey officials May 2019	8094 · Outside Services	-2,835.00
					-2,835.00
20802	**06/25/2019**	**Price Chopper Wristbands**	**Alcohol wristbands PO2958**	**1006.1 · Sterling Operating Account**	
232464	06/12/2019		Alcohol wristbands PO2958	8178 · Event Supplies	-2,729.84
					-2,729.84
20803	**06/25/2019**	**Sparkling Clean Windows, LLC**	**Window Cleaning Services**	**1006.1 · Sterling Operating Account**	
1378061219	06/12/2019		Window Cleaning Services	8094 · Outside Services	-1,450.00
					-1,450.00
20804	**06/25/2019**	**The UPS Store**	**PO231 Subscriber Forms/Envelopes/Flyers/Posters**	**1006.1 · Sterling Operating Account**	
053119	05/31/2019		PO231 Subscriber Forms/Envelopes/Flyers/Posters	1633.99 · Broadway Series - 2018-2019	-1,591.91
					-1,591.91
20805	**06/25/2019**	**WCP Solutions**		**1006.1 · Sterling Operating Account**	
11258035	06/18/2019		PO2969 Janitorial Supplies	8095 · Janitorial Supplies	-835.97
11258034	06/18/2019		PO2969 Janitorial Supplies	8095 · Janitorial Supplies	-2,349.64
					-3,185.61
20806	**06/25/2019**	**Weaver Exterminating Service, Inc.**		**1006.1 · Sterling Operating Account**	
576541	06/01/2019		Extermination Services-June 2019 TA	8094 · Outside Services	-127.06
576544	06/01/2019		Extermination Services-June 2019	8094 · Outside Services	-255.21
					-382.27
EFT	**06/04/2019**	**Southern Wine & Spirits of Washington**	**Liquor Order 6/4/19 invoice 3169520**	**1006.1 · Sterling Operating Account**	
			Liquor Order 6/4/19 invoice 3169520	1400.3 · Inventory-Liquor	-563.45
					-563.45
WIRE	**06/18/2019**	**Xtreme Structures & Fabrication**	**Truss and motors for hockey nets - CIP**	**1006.1 · Sterling Operating Account**	
			50% down, Truss and motors for hockey nets - CIP	8026 · Capital Improvements	-16,190.20
					-16,190.20
ONLINE	**06/24/2019**	**Department of Revenue**	**Excise Tax Return May 2019**	**1006.1 · Sterling Operating Account**	
			B&O Tax Payable May 2019	2206 · B&O Tax Payable	-3,302.18
		Department of Revenue	Sales Tax Payable May 2019	2201 · *Sales Tax Payable	-3,980.48
			B&O Tax Expense May 2019	8241 · Sales, B&O & Use Taxes	-1,630.64
					-8,913.30
AUTO	**06/30/2019**	**American Payment Solutions**	**Credit card processing June 2019**	**1006.1 · Sterling Operating Account**	
			Credit card processing June 2019	8109 · Credit Card Fees	-366.20
					-366.20
EFT	**06/30/2019**	**Fintech.net**	**Transactionals 6/1/19-6/30/19**	**1006.1 · Sterling Operating Account**	
			Transactionals 6/1/19-6/30/19	8111FB · Banking Fees - Food & Bev	-20.20
					-20.20
AUTO	**06/30/2019**	**USAePay**	**CC processing setup for TOYO - June 2019**	**1006.1 · Sterling Operating Account**	
			CC processing setup for Center - June 2019	8109 · Credit Card Fees	-12.50
			CC processing setup for Arena - June 2019	8109 · Credit Card Fees	-12.50

Toyota Center and Toyota Arena
Operations Claims Roster
June 2019

Num	Date	Name	Memo	Account	Paid Amount
					-25.00
AUTO	**06/30/2019**	**Ignite Payment Systems**	**Card processing fees - TOYO June 2019**	**1006.1 · Sterling Operating Account**	
			Card processing fees - TOYO June 2019	8109 · Credit Card Fees	-728.39
			Card processing fees - ARENA June 2019	8109 · Credit Card Fees	-33.45
			Chargeback - TOYO June 2019	5300.1 · Sales-Food	-9.00
					-770.84

Total Paid $224,101.04

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

Dan Legard, Finance Director

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

Check numbers 20747-20806		$ 197,251.85
Electronic transfers		26,849.19
	Total	$ 224,101.04

Exceptions:

Toyota Center and Toyota Arena
Box Office Claims Roster
June 2019

Num	Date	Name	Memo	Account	Paid Amount
AUTO	**06/30/2019**	**American Express**	**AMEX fees**	**1006.3 · Sterling Box Office Account**	
			Express Collection	8109 · Credit Card Fees	-302.06
			AMEX refunds for cancelled event	3601 · Unearned Revenue-Ticket Sales	-765.05
					-1,067.11
			Total Paid	$1,067.11	

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

Dan Legard, Finance Director

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

Electronic transfers		$ 1,067.11
	Total	$ 1,067.11

Exceptions:

Council Agenda Coversheet

KENNEWICK WASHINGTON

Agenda Item Number	3.c.	Council Date	09/03/2019
Agenda Item Type	General Business Item		
Subject	Payroll Roster (PPE 8/15/2019)		
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 for the period ended 8/15/2019, in the amount of $2,635,019.58, comprised of check numbers 73863 through 73895 and direct deposit numbers 172941 through 173441.

Summary

None.

Alternatives

None.

Fiscal Impact

Total $2,635,019.58.

Through	Phil Bleazard Aug 20, 09:44:07 GMT-0700 2019
Dept Head Approval	Dan Legard Aug 21, 15:54:52 GMT-0700 2019
City Mgr Approval	Marie Mosley Aug 30, 08:01:56 GMT-0700 2019

Attachments: Roster

☐ **Recording Required?**

September 3, 2019

All Departments:		August 15, 2019
ADMINISTRATIVE TEAM		2,688.00
CITY COUNCIL		4,088.00
CITY MANAGER		12,331.68
CIVIL SERVICE		928.00
COMMUNITY PLANNING & ECONOMIC DEVELOPMENT		43,529.96
EMPLOYEE & COMMUNITY RELATIONS		70,353.67
ENGINEERING		63,095.11
FACILITIES & GROUNDS		86,111.59
FINANCE		52,648.70
FIRE		101,912.70
LEGAL SERVICES		19,745.59
MANAGEMENT SERVICES		82,641.70
POLICE		474,603.84
	Subtotal General Fund	**1,014,678.54**
STREETS		9,810.13
TRAFFIC		39,065.33
	Subtotal Street Fund	**48,875.46**
BI-PIN		10,878.03
BUILDING SAFETY		37,347.45
COMMUNITY DEVELOPMENT		4,023.08
CRIMINAL JUSTICE		72,663.67
EQUIPMENT RENTAL		12,054.64
MEDICAL SERVICES		314,068.21
RISK MANAGEMENT		3,437.70
STORMWATER UTILITY		21,382.79
WATER & SEWER		136,374.60
	Subtotal Other Funds	**612,230.17**
	Total Salaries and Wages	**1,675,784.17**
Benefits:		
Dental Insurance		44,798.00
Industrial Insurance		29,273.87
Life Insurance		4,286.14
Long Term Disability Insurance		4,826.11
Medical Insurance		624,688.29
Medical Retirement Account		3,300.00
Retirement		141,153.31
Social Security (FICA)		97,777.18
Vision Insurance		7,599.36
WA Family Leave		1,533.15
	Total Benefits	**959,235.41**
	Grand Total	**$2,635,019.58**

I, Dan Legard, Finance Director, at the direction of the Council, do hereby certify that the Payroll hereinabove specified is approved for payment in the amount of $2,635,019.58 comprised of check numbers 73863 through 73895 and direct deposit numbers 172941 through 173441.

Approved for payment:

Dan Legard

Dan Legard, Finance Director

Council Agenda Coversheet

Agenda Item Number	3.d.	Council Date	09/03/2019
Agenda Item Type	Contract/Agreement/Lease		
Subject	S. Sherman & Ridgeline Looping - Zone 4		
Ordinance/Reso #		Contract #	
Project #	P1706-19	Permit #	
Department	Public Works		

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

Recommendation

Staff recommends that Council accept the work of Big D's Construction of Tri-Cities, Inc. for contract P1706-19, S. Sherman Street & Ridgeline Drive Looping (Zone 4).

Motion for Consideration

I move to accept the work of Big D's Construction of Tri-Cities, Inc. for contract P1706-19, S. Sherman Street & Ridgeline Drive Looping (Zone 4), in the amount of $329,107.20.

Summary

Original Contract	$ 308,010.23
Change Orders	$ 2,542.60
Quantity Changes	$ 18,554.37
Total	$ 329,107.20

This project was for the installation of approximately 2,206 linear feet of 12-inch diameter ductile iron water main from an existing 12-inch sub south of the intersection of S. Sherman St. and W. 33rd Pl., to an existing 12-inch stub east of the intersection of Ridgeline Dr. and S. Nelson St.

This project had one (1) change order which included additional costs associated with the trimming of trees that were in conflict with the installation of the water main.

Quantity changes included an increase in flagging & spotting hours, trench pavement restoration limits, and fire hydrant height adjustments.

Alternatives

None recommended.

Fiscal Impact

Water Fund - 401.010.594.34.65.32 $329,107.20

Through	Kendrick Glover Aug 27, 13:07:54 GMT-0700 2019
Dept Head Approval	Cary Roe Aug 27, 14:38:01 GMT-0700 2019
City Mgr Approval	Marie Mosley Aug 30, 09:19:57 GMT-0700 2019

Attachments:

☐ **Recording Required?**

Council Agenda Coversheet				
Agenda Item Number	3.e.	Council Date	09/03/2019	Consent Agenda ☒
Agenda Item Type	Contract/Agreement/Lease			Ordinance/Reso ☐
Subject	UGA Southridge Regional Stormwater Facility			Public Mtg / Hrg ☐
Ordinance/Reso #		Contract #		Other ☐
Project #	P1817-19	Permit #		Quasi-Judicial ☐
Department	Public Works			

KENNEWICK WASHINGTON

Recommendation

Staff recommends that Council accept the work of Mahaffey Enterprises, Inc. for contract P1817-19, UGA Southridge Regional Stormwater Facility.

Motion for Consideration

I move to accept the work of Mahaffey Enterprises, Inc. for contract P1817-19, UGA Southridge Regional Stormwater Facility, in the amount of $395,348.06.

Summary

Original Contract	$ 396,450.48
Change Orders	$ 3,900.00
Quantity Changes	$ - 5,002.42
Total	$ 395,348.06

This project was for the construction of a regional stormwater pond and interconnecting outfall conveyance system as well as for the expansion of a second stormwater pond.

This project had one (1) change order which included the cost to make modifications to the original design in order to avoid a conflict with a 6-inch high-pressure natural gas main.

Quantity changes included increases to the quantity of rock surfacing needed for the Bob Olson pond, but decreases in flagging and spotting hours, 48-inch catch basins and roadside seeding.

Alternatives

None recommended

Fiscal Impact

Stormwater Facility Fund - 405.010.594.31.63.02 $395,348.06
Funded by Department of Ecology Proviso Grant of $1,780,0000.00
Funding split between UGA Storwater Facility project and Street Waste Facility project.

Through	Kendrick Glover Aug 27, 13:07:27 GMT-0700 2019
Dept Head Approval	Cary Roe Aug 27, 14:35:59 GMT-0700 2019
City Mgr Approval	Marie Mosley Aug 30, 09:20:44 GMT-0700 2019

Attachments:

☐ **Recording Required?**

Council Agenda Coversheet

KENNEWICK WASHINGTON

Agenda Item Number	3.f.	Council Date	09/03/2019
Agenda Item Type	Contract/Agreement/Lease		
Subject	Toxics Cleanup Remedial Action Grant		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Management Services		

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

Recommendation

That Council authorize the City Manager to sign the Toxics Cleanup Remedial Action Grant with the State of Washington Department of Ecology.

Motion for Consideration

Motion to authorize the City Manager to sign the Toxics Cleanup Remedial Action Grant with the State of Washington Department of Ecology.

Summary

The City of Kennewick applied for and received a $200,000 grant from the State of Washington Department of Ecology to evaluate the potential for redeveloping the East 10th Avenue Maintenance Yard into the Kennewick Housing Authority (KHA) Multi-Family Housing Complex. The redevelopment of this property is also dependent on being able to relocate existing City operations to the Frost facility.

Historically, the property had six underground storage tanks (3 gasoline, 1 diesel, 2 waste-oil). The gasoline and diesel tanks were removed in the early 1980's and the associated contamination was remediated. After additional assessment, Ecology issued a No Further Action for the release. The waste oil underground storage tanks are still believed to be onsite and they have not been evaluated for potential releases to the environment.

The Kennewick Housing Authority is very interested in the property and would like to serve a mix of populations including the homeless, homeless families with children, persons with disabilities, the elderly, veterans and other persons with income at or below 60% area median income.

The goal of this project is to complete an environmental assessment and housing market analysis to determine viability of eventually building affordable housing on the property. The grant will address legacy contamination issues on the site, support housing feasibility and market studies and support community outreach related to the housing project.

Alternatives

None recommended.

Fiscal Impact

None

Through	Carol Evans Aug 22, 10:26:17 GMT-0700 2019
Dept Head Approval	Christina Palmer Aug 24, 09:46:50 GMT-0700 2019
City Mgr Approval	Marie Mosley Aug 30, 09:23:05 GMT-0700 2019

Attachments: Agreement

☐ **Recording Required?**

Agreement No. TCPHH-1921-Kennew-00152

TOXICS CLEANUP REMEDIAL ACTION GRANT PROGRAM AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF KENNEWICK

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of Kennewick, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	City of Kennewick Maintenance Department Affordable Housing
Total Cost:	$200,000.00
Total Eligible Cost:	$200,000.00
Ecology Share:	$200,000.00
Recipient Share:	$0.00
The Effective Date of this Agreement is:	08/19/2019
The Expiration Date of this Agreement is no later than:	06/30/2021
Project Type:	Integrated Planning Grant

Project Short Description:

The purpose of this project is for the RECIPEINT to evaluate the potential for redeveloping the East 10th Avenue Maintenance Yard (CSID 11314) into the Kennewick Housing Authority (KHA) Multi-Family Housing Complex. The RECIPIENT has used the 9.7 acre property as a maintenance yard since the late 1950s.

Project Long Description:

The RECIPIENT is using this grant to conduct environmental due diligence and a housing market analysis in consideration of redeveloping the Kennewick Maintenance Yard (CSID 11314) into affordable housing. The property is located at 410 E. 10th Avenue, consisting of Benton County parcel ID 107802000001000, and is alternately listed at 414 E. 10th Avenue. The site includes six buildings of varying sizes, which have housed the water, street, and parks department offices and vehicle maintenance facility. Only one building is currently in use as the vehicle maintenance shop and purchasing department warehouse.

Historically, the property had six underground storage tanks (USTs): 4,000-gallon and 8,000-gallon for leaded gasoline, 10,000-gallon for unleaded gasoline, 10,000-gallon for diesel, and two used/waste oil tanks of unknown capacity. The gasoline and diesel tanks were removed by the early 1980s and contamination associated with the tanks was found. After additional assessment and remediation, Ecology issued a No Further Action for the release related to the four USTs in 2005. The waste oil USTs are still believed to be onsite and they have not been evaluated for potential releases to the environment.

The City of Kennewick Housing Authority (KHA) has been very interested in this property due to its downtown location with a bus stop adjacent to the property. It is near health care services and a grocery store, and is a mile from the City center with multiple restaurants and other services. Since the property is owned by the RECIPIENT, acquisition cost for the property would be minimal. The RECIPIENT, via the Housing Cooperation Law, has been willing to work with the Housing Authority on the development of other affordable housing projects and has been willing to waive zoning and work with KHA on other requirements. This type of close partnership with the RECIPIENT is paramount in keeping the costs within an acceptable range for affordable housing projects in the community.

KHA has over 700 individuals on its consolidated waiting list, almost 200 homeless individuals in the community at the last homeless Point In Time count, 94 applicants on its tax credit interested parties list, and a 2% vacancy rate across the metropolitan statistical area (MSA). The development of additional units of affordable housing is vital to the well-being of the community.

KHA plans to serve a mix of populations in the project, including the homeless, homeless families with children, persons with disabilities, the elderly, veterans and other very low income populations. All families living in the community would have income at or below 60% area median income. Some individualized tenant services would be provided for set-aside populations. Funding this project would provide approximately 110 families with decent, safe and sanitary housing. KHA would also explore the development of small footprint, efficiency units on a portion of the property which would provide housing for the homeless.

The RECIPIENT will use this Integrated Planning Grant to conduct environmental due diligence to evaluate other potential sources of releases to the environment. The grant will also support activities to help the RECIPIENT and KHA study the local housing market and the suitability of the site for affordable housing.

<u>Overall Goal:</u>

The goal of this project is to complete environmental due diligence and housing market analysis to support the RECIPIENT's interest in building affordable housing on the property. The grant will address legacy contamination issues on the site, support housing feasibility and market studies, and support community outreach related to the housing project.

RECIPIENT INFORMATION

Organization Name: City of Kennewick

Federal Tax ID: 91-6001253
DUNS Number: 040187544

Mailing Address: 210 West 6th Avenue, PO Box 6108
Kennewick, WA 99336-0108

Physical Address: 210 W. 6th Avenue
PO Box 6108

Organization Email: carol.evans@ci.kennewick.wa.us
Organization Fax: (509) 585-4451

Contacts

Project Manager	Carol Hughs Evans Community Development Coordinator PO Box 6108 210 W. 6th Avenue Kennewick, Washington 99336 Email: carol.evans@ci.kennewick.wa.us Phone: (509) 585-4432
Billing Contact	Carol Hughs Evans Community Development Coordinator PO Box 6108 210 W. 6th Avenue Kennewick, Washington 99336 Email: carol.evans@ci.kennewick.wa.us Phone: (509) 585-4432
Authorized Signatory	Marie E Mosley City Manager 210 W. 6th Avenue PO Box 6108 Kennewick, Washington 99336-0108 Email: marie.mosley@ci.kennewick.wa.us Phone: (509) 585-4287

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Toxics Cleanup
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Toxics Cleanup
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Ali Furmall 4601 N Monroe Street Spokane, Washington 99205-1295 Email: AFUR461@ecy.wa.gov Phone: (509) 329-3436
Financial Manager	Lydia Lindwall PO Box 47600 Olympia, Washington 98504-7600 Email: llin461@ecy.wa.gov Phone: (360) 407-6210
Technical Advisor	Ali Furmall 4601 N Monroe Street Spokane, Washington 99205-1295 Email: AFUR461@ecy.wa.gov Phone: (509) 329-3436

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

By: ______________________________

Jim Pendowski Date
Toxics Cleanup
Program Manager

Template Approved to Form by
Attorney General's Office

City of Kennewick

By: ______________________________

Marie E Mosley Date
City Manager

SCOPE OF WORK

Task Number: 9 **Task Cost:** $100,000.00

Task Title: INTEGRATED PLANNING ACTIVITIES - J011

Task Description:
This task funds RECIPIENT integrated planning activities ECOLOGY deems reasonable and necessary to complete needed economic assessments, planning, and development of implementation strategies for the redevelopment of the Site into affordable housing.

To analyze the use of the property for the affordable housing project, the RECIPIENT plans to perform public outreach, conduct a Housing Market Study, and a Housing Feasibility assessment. The results of these assessments and studies shall be provided to ECOLOGY as a deliverable in the form of an Integrated Planning Implementation Strategy Report.

Public Outreach:
The RECIPIENT shall hold at least two community meetings and at least one formal public hearing to provide the public an opportunity to learn about and comment on the proposed housing community. The RECIPIENT will provide notice of the meetings/hearings through display ads in local public newspapers in at least Spanish and English. Refreshments for the meetings require advance approval of the Ecology grant financial manager.

Housing Market Study:
The RECIPIENT's planning work includes a study of the community's housing needs through a formal market study performed by a qualified consultant. The market study will assist the RECIPIENT and the Kennewick Housing Authority define the demographics of the area so the affordable housing developed meets the needs of the community.

Housing Feasibility Assessment:
The RECIPIENT will use the site investigations and characterizations to determine the feasibility of the proposed development strategy for the property. The feasibility assessment will include a review of local policies and building codes in relation to the overall project; the cost and feasibility of repurposing two buildings currently on-site for other community uses; and exploration of the feasibility of including a small number of respite housing beds to be utilized by the housing authority, police or sheriff's departments for homeless transients for a short term basis.

The assessment would include the identification of any necessary changes or modifications to the existing building structures and associated costs as well as the overall feasibility and reasonableness of the redevelopment strategy on the property in conjunction with a traditional affordable housing development.

Eligible planning activities may also include the costs of:
- Review of reports and technical documents related to the site assessment process;
- Economic impact research and evaluations;
- Conceptual economic impact model;
- Right-of-way analysis for site configuration;
- Conceptual site planning;
- GIS analysis;

• Site Boundary and topographic surveys;

The RECIPIENT shall:
• Consult and coordinate with ECOLOGY in the development of scopes of work for activities under this task;
• Provide ECOLOGY copies of all draft and final technical documents, plans, reports, data and analyses, GIS models, communication and public information materials, web page content, open house agendas, surveys and the results, and any other deliverables developed or funded under this task; and
• Provide ECOLOGY at least ten days advanced notice of community events or meetings related to the project.

Costs for technical, advertising, and communications materials not approved by ECOLOGY are the responsibility of the RECIPIENT.

Task Goal Statement:
To complete an integrated planning study that considers site specific environmental information with an assessment of social, economic, and market based property redevelopment issues to create a plan to guide property reuse.
To study the community's housing needs to determine how to best serve those needs, and to provide the community an opportunity to review and comment on the proposed housing development. The work performed provides the RECIPIENT and the Kennewick Housing Authority the knowledge needed to plan and develop a successful affordable housing project on the property.

Task Expected Outcome:
An integrated planning study will be completed that provides for public involvement, is responsive to community needs and guides redevelopment of the property by providing services to those in the community with the highest need for affordable housing.

Recipient Task Coordinator: Carol Hughs Evans

INTEGRATED PLANNING ACTIVITIES - J011

Deliverables

Number	Description	Due Date
9.1	Integrated Planning Implementation Strategy Report	

SCOPE OF WORK

Task Number: 12 **Task Cost:** $75,000.00

Task Title: SITE INVESTIGATIONS J003

Task Description:
This task funds RECIPIENT's eligible site investigation costs ECOLOGY deems reasonable and necessary to characterize the environmental concerns at the Site. These site investigations include those needed for the completion of Phase 1 and Phase 2 environmental site assessments (ESA) and identification and resolution of any identified data gaps during the Phase 2 ESA..

The information in the reports will be reviewed to understand the past uses of the property and resulting site conditions and if applicable, identify data gaps and further information needed to characterize the nature and extent of contamination at the site and its potential impacts on the development of affordable housing on the property.

The RECIPIENT shall prepare a draft sampling and analysis plan and submit to ECOLOGY for approval prior to beginning the site investigations in accordance with the industry standards for Phase 1 and Phase 2 Environmental Site Assessments.
The Phase 1 Environmental Site Assessment shall be performed in accordance with the ASTM E1527-13 Guidelines.
The Phase 2 Environmental Site Assessment shall be performed in accordance with the ASTME 1903-11 Guidelines.

If the Phase 1 and Phase 2 assessments identify any additional investigations needed to characterize the property. The RECIPIENT shall consult with and provide ECOLOGY a new draft Sampling and Analysis Plan and obtain ECOLOGY's written approval to finalize and implement that plan.

Task Goal Statement:
Phase I and Phase II Environmental Site Assessment swill be conducted to review historical uses of the property and identify areas where a release of contaminants to the environment has or is likely to have occurred. Information obtained through the Phase I and Phase II Environmental Site Assessments will be used to identify potential areas of concern on the site and if necessary identify further site investigations needed on the property.

Task Expected Outcome:
The procured Consultant will document in a report Phase 1 and Phase 2 Environmental Site Assessment information that can be used to assist with the development of any additional investigations needed, or the evaluation of any required cleanup alternatives for the Site.

Recipient Task Coordinator: Carol Hughs Evans

SITE INVESTIGATIONS J003

Deliverables

Number	Description	Due Date
12.1	Phase I Environmental Site assessment Report	
12.2	Phase II Environmental Site assessment /Remedial Investigation Report	

SCOPE OF WORK

Task Number: 13 **Task Cost:** $20,000.00

Task Title: FOCUSED FEASIBILITY STUDY J004

Task Description:
This task funds RECIPIENT's eligible costs ECOLOGY deems reasonable and necessary to plan and perform the analysis of the feasibility of cleanup action alternatives identified for the Site. Eligible activities include the analysis of investigations, the development of cleanup action alternatives, the selection of the preferred cleanup alternative and the development of a draft cleanup action plan if needed. This also includes the cost of public involvement activities needed for the development and communication of cleanup action alternatives.

Task Goal Statement:
The feasibility of cleanup actions have been documented and evaluated to provide ECOLOGY adequate information to be able to select a preferred cleanup action alternative for the Site that would be consistent with the development of affordable housing on the property.

Task Expected Outcome:
ECOLOGY has selected a preferred cleanup action alternative and the RECIPIENT has developed a draft cleanup action plan for the Site that is protective of human health and the environment and appropriate for the development of affordable housing on the property.

Recipient Task Coordinator: Carol Hughs Evans

FOCUSED FEASIBILITY STUDY J004

Deliverables

Number	Description	Due Date
13.1	Report on cleanup action alternatives considered, and identification of the preferred remedy selected by ECOLOGY.	
13.2	Draft Cleanup Action Plan if determined necessary by ECOLOGY.	

SCOPE OF WORK

Task Number: 14 **Task Cost:** $5,000.00

Task Title: GRANT AND PROJECT ADMINISTRATION J008

Task Description:
This task funds the RECIPIENT's eligible costs ECOLOGY deems reasonable and necessary to administer the grant and manage project activities.

Eligible RECIPIENT administrative costs may also include those incurred performing activities to:
• Perform Public Involvement Activities: Plan and hold meetings and communications with the public, consultants/contractors, or ECOLOGY not billed under another task.
• Procure and manage consultants and construction contractors.
• Perform quality control and quality assurance oversight of all project elements.
• Manage the grant, develop, and maintain grant files.
• Prepare and submit payment requests, and progress reports, spending plans, or other reports.
• Conduct, coordinate, and schedule project activities described in the scope of work.
• Manage scientific Data, including Environmental Information Management System (EIM) submission.

Travel & Per Diem:
ECOLOGY will reimburse travel costs at the state per diem rate in effect when the costs were incurred. To receive travel costs, an individual must be in travel status. Any costs incurred over the state rate will be the sole responsibility of the RECIPIENT unless an exception is provided in writing by the ECOLOGY grant financial manager prior to the costs being incurred. The RECIPIENT may bill costs related to vehicle usage at the state approved mileage rate. Any other motor pool costs, such as the cost of parking the RECIPIENT's vehicles at their own office, purchasing, repairing or maintaining vehicles are considered part of overhead and may not be direct billed to this grant.

Task Goal Statement:
To manage the grant and project, and complete all administrative documentation and billings in accordance with accounting standards, the terms and conditions of the grant, and the Administrative Requirements for Recipients of Ecology Grants and Loans Managed in EAGL.

Task Expected Outcome:
Project documentation will be properly developed and maintained in accordance with the terms and conditions of the grant, and the Administrative Requirements for Recipients of Ecology Grants and Loans Managed in EAGL.

Recipient Task Coordinator: Carol Hughs Evans

GRANT AND PROJECT ADMINISTRATION J008

Deliverables

Number	Description	Due Date
14.1	Timely grant payment requests/progress reports (PR/PR) with proper backup documentation.	

BUDGET

Funding Distribution EG200078

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: Kennewick Housing - IPG
Funding Type: Grant
Funding Effective Date: 08/19/2019
Funding Expiration Date: 06/30/2021

Funding Source:

Title: Model Toxics Control Capital Account

Type: State

Funding Source %: 100%

Description:

Approved Indirect Costs Rate: Approved State Indirect Rate: 25%
Recipient Match %: 0%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

Kennewick Housing - IPG	**Task Total**
SITE INVESTIGATIONS J003	$ 75,000.00
FOCUSED FEASIBILITY STUDY J004	$ 20,000.00
INTEGRATED PLANNING ACTIVITIES - J011	$ 100,000.00
GRANT AND PROJECT ADMINISTRATION J008	$ 5,000.00

Total: $ 200,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Kennewick Housing - IPG	0.00 %	$ 0.00	$ 200,000.00	$ 200,000.00
Total		**$ 0.00**	**$ 200,000.00**	**$ 200,000.00**

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal

Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.

8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than $25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than $25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrs.gov <http://www.fsrs.gov/> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov/>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov/>.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 7-1-2019 VERSION

1. ADMINISTRATIVE REQUIREMENTS

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html)

b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.

c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.

d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (https://ocio.wa.gov/policy/accessibility) as it relates to "covered technology." This requirement applies to all products supplied under the agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:

- For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
- For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
- Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.

- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff and contractors working at the project site.
- Implement the IDP when cultural resources or human remains are found at the project site.

c) If any archeological or historic resources are found while conducting work under this Agreement:

- Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement:

- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, https://ofm.wa.gov/it-systems/statewide-vendorpayee-services. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of

Washington which affect wages and job safety.

b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.

c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

a) RECIPIENT notifies the funding program of an appeal request.

b) Appeal request must be in writing and state the disputed issue(s).

c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.

d) ECOLOGY reviews the RECIPIENT's appeal.

e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in

accordance with the decision rendered.
Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS
a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:
- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: http://www.ecy.wa.gov/eim.
c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW
This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION
ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS
The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

16. KICKBACKS
RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.
Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:
a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE
In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS
ECOLOGY reserves the right to approve RECIPIENT’s communication documents and materials related to the fulfillment of this Agreement:
a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
b) RECIPIENT shall include time for ECOLOGY’s review and approval process in their project timeline.
c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.
Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.
Any communications intended for public distribution that uses ECOLOGY’s logo shall comply with ECOLOGY’s graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY’s logo contact ECOLOGY for guidelines.
RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING
a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
c) RECIPIENT shall use ECOLOGY’s provided progress report format.
d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through

September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.
ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.
All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.
RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS
The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.
All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.
RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.
RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.
Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY
If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.
25. STATE ENVIRONMENTAL POLICY ACT (SEPA)
RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION
When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES
In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.
a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and

imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.
For more suggestions visit ECOLOGY's web page, Green Purchasing, https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing.

28. TERMINATION
a) For Cause
ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.
Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.
Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience
ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.
In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.
If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.
RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

Council Agenda Coversheet

Agenda Item Number	3.g.	Council Date	09/03/2019
Agenda Item Type	Contract/Agreement/Lease		
Subject	Solid Waste Interlocal 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 the Solid Waste Interlocal Agreement with Benton County for 2019-2020.

Motion for Consideration

I move to authorize the Mayor to sign the Solid Waste Interlocal Agreement with Benton County for 2019-2020.

Summary

In compliance with State of Washington solid waste management requirements, Benton County acts as the Lead Agency for the Solid Waste Management Plan. The City of Kennewick and other cities in Benton County participate in the management of this plan and its programs through the Solid Waste Advisory Committee via an interlocal agreement.

The current agreement has expired. The proposed new two-year agreement will cover 2019 and 2020, and it aligns with the Coordinated Prevention Grant, and supports the construction of a Moderate Risk Waste Facility, that will be located at the former County Shop at 1709 S. Ely Street in Kennewick.

Costs to fund the Solid Waste Interlocal Agreement are based on population. We are operating under an Ecology grant of $248,402, of which $62,100.50 (25%) is the local match requirement. Kennewick currently has 41.46% of Benton County's population of 197,420, so our share of the local match is $25,747.

Alternatives

None recommended.

Fiscal Impact

Determined based on population and the adopted Benton County Solid Waste Budget. The current estimate for Kennewick's share is $25,747.

Through	Bruce Mills Aug 27, 07:05:38 GMT-0700 2019
Dept Head Approval	Cary Roe Aug 29, 07:44:16 GMT-0700 2019
City Mgr Approval	Marie Mosley Aug 30, 09:29:15 GMT-0700 2019

Attachments: Interlocal Agreement

☐ **Recording Required?**

INTER-LOCAL AGREEMENT
REGARDING SOLID WASTE MANAGEMENT
BENTON COUNTY

This Agreement addresses City-County joint participation in the countywide Solid Waste Plan and joins public agencies to exercise their powers, thereby maximizing their ability to provide services and facilities which will best fulfill the needs of the community as a whole, and is made and entered into effective the first day of January 2019, by and between Benton County, a political subdivision of the State of Washington, hereafter referred to as the Lead Agency, and the cities of Benton City, Kennewick, Richland, Prosser, and West Richland, political subdivisions of the State of Washington, and hereafter referred to as Participating Jurisdictions. The Participating Jurisdictions and Lead Agency may be referred to herein collectively as the Parties.

I. RECITALS

WHEREAS, the parties hereto recognize the requirement to prepare and implement solid and hazardous waste plans under RCW Chapter 70.95 and RCW Chapter 70.105, and

WHEREAS, the parties have developed the Benton County Comprehensive Solid Waste Plan with public involvement; and

WHEREAS, the parties have adopted the Benton County Comprehensive Solid Waste Plan fulfilling their jurisdictional requirements under RCW Chapter 70.95 and RCW Chapter 70.105; and

WHEREAS, the parties hereto wish to enter into a cooperative effort to administer, plan, and implement the recommendations contained within the adopted Benton County Comprehensive Solid Waste Plan; and

WHEREAS, the Solid Waste Advisory Committee advises the Board of County Commissioners with respect to developing plans and policies for solid waste management in Benton County, each Participating Jurisdiction and Lead Agency recognizes that all members of the Solid Waste Advisory Committee shall have one (1) equal vote; and

WHEREAS, the Lead Agency will manage, track and provide custody for this Agreement, and

WHEREAS, the undersigned signatories of this Agreement are duly authorized to enter into the same by properly adopted resolutions,

NOW THERFORE, in consideration of the foregoing recitals and the mutual agreements and covenants herein contained, the parties agree as follows:

II. AGREEMENTS

A. AUTHORITIES

The parties to this Agreement have and possess, both jointly and severally, the primary responsibility for effective solid and hazardous waste management, planning and implementation under RCW Chapters 70.95 and 70.105. Under RCW Chapter 39.34, the Inter-local Cooperation Act, local governments are authorized to cooperate to provide themselves with services of the nature herein agreed to.

B. PURPOSE

This Agreement is entered into pursuant to RCW Chapter 39.34 for the purpose of cooperative management of solid waste within Benton County. It is the intent of the parties to work cooperatively in implementing and managing a comprehensive solid waste management plan pursuant of RCW Chapters 70.95 and 70.105 that is viable and economically responsible to their citizens. Specifically, this Agreement will provide for the administration, planning and operations of the adopted Benton County Comprehensive Solid Waste Management Program.

C. DEFINITIONS

For the purpose of this Agreement, the following definitions shall apply:

'Fair Share' - the amount owed by each of the Parties, based upon April 1 population figures for the given year supplied by the Washington State Office of Financial Management (OFM), and the corresponding population percentage applied to the Solid Waste Program Budget.

'Solid Waste Advisory Committee' (SWAC) - a committee, formed pursuant to RCW 70.95.165, comprised of no more than twelve (12) members representing a balance of interests, pursuant to state statutes. Said committee shall contain one representative of each of the Parties. Each Party shall nominate its representative to the SWAC to the Lead Agency, to be approved by the Board of County Commissioners. The SWAC shall review Solid Waste Program budget and activities and make recommendations to the Benton County Commissioners.

‘Lead Agency’ - Benton County, a political subdivision of the State of Washington. The Lead Agency will administer, plan, and implement the Plan and Solid Waste Program.

‘Participating Jurisdictions’ - any City who has entered into the County-wide Solid Waste Inter-local Agreement with the Lead Agency and who has agreed to mutually support and financially contribute to the administration, planning, and implementation of the Plan.

‘Parties’ - the collective term for all Participating Jurisdictions and Lead Agency.

‘Plan’ - the Benton County Comprehensive Solid Waste Management Plan, as the same exists now or may hereafter be amended.

‘Routine Operating Agreement’ (ROA) - an agreement that is established for the purpose of accomplishing a task set forth by the Parties and is funded within the Solid Waste Program Budget.

‘Solid Waste Advisory Committee Members Bylaws’ - the bylaws the same as now exist or may hereafter be amended.

‘Solid Waste Program Budget’ - the annual Countywide Solid Waste Budget, as prepared by Benton County and accepted by the SWAC, that appropriates funds to Routine Operating Agreements and administrative functions that meet specific requirements in RCW 70.95 and/or accomplishes goals as set fourth in the Plan.

‘Task’ - a project, program, activity, etc., that is annually funded from the Solid Waste Program Budget. All tasks are approved by the SWAC as needed and shall meet the recommendations set forth in the Plan.

‘Task Manager’ is designated to lead and manage a Task per the ROA.

D. LOCAL ADOPTION OF PLAN

Under the authority of RCW 70.95.080, each Participating Jurisdiction elected to enter into this agreement with the County pursuant to those jurisdictions that participated in preparing and adopting the joint City-County Plan.

E. PLAN IMPLEMENTATION

Pursuant to RCW 70.95.080 and RCW 70.105.220, the Participating Jurisdictions and Lead Agency jointly prepared the Plan in accordance with “Guidelines for the Development of Local Solid Waste Plans and Plan Revisions” (*i.e.* Department of Ecology (WDoE) Publication No. 90-11) and will implement the Plan’s recommendations, as approved by the Department of Ecology pursuant to RCW 70.95.094.

F. BENTON COUNTY SOLID WASTE ADVISORY COMMITTEE

The Parties hereto recognize and support the SWAC as an advisory board created under authority of RCW 70.95.165. The SWAC is an ongoing advisory committee. The SWAC is the focal point of the public involvement effort used in the planning, development and implementation of the Plan. The SWAC also provides advice to the Parties on solid and hazardous waste issues and assists the Parties in developing solid waste ordinances, rules, guidelines, and policies prior to their adoption.

G. REGIONAL PLANNING AREA

The Parties hereto recognize the geographical planning area covered by this Agreement to be the incorporated areas of the Participating Jurisdictions and the unincorporated area of Benton County. The Hanford Nuclear Reservation is exempted from the Plan and this Inter-local Agreement.

H. ROUTINE OPERATING AGREEMENT IMPLEMENTATION

Two months prior to the biennial Solid Waste Program Budget workshop, all task managers are required to submit their ROA. As a minimum, an ROA will include: 1) Task Introduction Statement; 2) Task Scope of Work; 3) Task Responsibilities; 4) Annual Task Cost; and 5) Quality Control. Eligibility of an ROA request is based on task cost and meeting recommendations set forth in the Plan. The ROA request should include both activities undertaken by the Participating Jurisdiction submitting the ROA and any activities that the Participating Jurisdiction believes the Lead Agency should implement on a countywide basis. The SWAC shall recommend that a request be advanced to the Board of County Commissioners on a 2/3 majority of those members present.

I. SOLID WASTE PROGRAM BUDGET

The Parties agree to mutually and financially support the administration, planning and operations of the Plan recommendations or as specified in RCW 70.95. The Lead Agency shall prepare a Solid Waste Program Budget each year for the upcoming budget year. The budget will also include Routine Operating Agreements that provide information on projects funded by the annual budget.

J. FAIR SHARE

The Parties agree to pay a Fair Share of the administration, planning and operation of the Solid Waste Program, as determined and voted-on by the SWAC and approved by the Benton County Commissioners. Said Fair Share shall be a percentage of all program costs that are not covered by Local Solid Waste Financial Aid Funds, share percentages to be updated each April of the Agreement, being based on the most recent population figures as supplied by the Washington State OFM. The Parties agree to remit their fee to the Lead Agency within sixty (60) days of receiving an invoice from the Lead

Agency. The Lead Agency's fair share shall be based on the population for the unincorporated areas of the County.

K. DISBURSEMENT OF ASSETS AND DEBTS

If this Agreement is terminated, all Parties to this Agreement shall determine the disbursement of any outstanding debts and the allocation of any assets. If the Parties cannot agree to the disbursement of any outstanding debts and the allocation of any assets, the issues are to be submitted for arbitration, pursuant to state law, RCW 7.04 *et seq.* The Lead Agency and the contesting jurisdiction agree that such arbitration shall be conducted before one (1) disinterested arbitrator.

L. DURATION

This Agreement shall commence on the date set forth above and will continue in effect to December 31, 2021, or until superseded by another Interlocal Agreement. As stipulated within RCW 70.95.110(1), each Plan shall be maintained in a current condition and reviewed and revised periodically as may be required by the WDoE. Upon each review such plans shall be extended to show long-range needs for solid waste handling facilities for twenty (20) years in the future, and a revised implementation schedule and implementation budget for six (6) years in the future.

M. REVIEW AND RENEGOTIATION

Any Party may request a review and/or renegotiations on any provision of the Agreement during the six-month period immediately preceding the ending date for the Agreement. Such request must be made in writing to the Lead Agency and must specify the provision(s) of the Agreement for which review/renegotiation(s) are requested. Review and/or renegotiation(s) pursuant to such a written request shall be immediately referred to the SWAC for their review and recommendation. Notwithstanding any other provisions in this paragraph to the contrary, the Parties may, pursuant to the procedure outlined within the Solid Waste Advisory Committee Members Bylaws, modify or amend any provision(s) of this Agreement at any time during the term of this Agreement.

N. TERMINATION

This Agreement may be terminated by any Participating Jurisdiction, by written notice to the Lead Agency no less than thirty (30) days immediately preceding the implementation date of the next Solid Waste Program Budget. The Parties agree: (1) that the termination will not absolve a terminating Party of any financial responsibility to the extent a financial responsibility continues to exist pursuant to the provisions of this Agreement; and (2) that prior to termination, a withdrawing City shall submit to the SWAC how it intends on meeting its planning obligation under RCW 70.95.080.

O. WAIVER

No waiver by any of the Parties of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach whether of the same or a different provision of this Agreement.

P. ENTIRE AGREEMENT

This Agreement, including the recitals and all subsequent attachments and addendums, constitutes the entire Agreement between the Parties and shall be governed by the laws of the State of Washington. There are no other oral or written agreements or understanding between the Parties as to the subject matter contained herein. The venue for any action of law, suit in equity and judicial proceeding for the enforcement of this Agreement shall be instituted and maintained only in the courts of competent jurisdiction in Benton County, Washington.

Q. SEVERABILITY

Any provisions of this Agreement that is determined to be illegal, invalid or unenforceable for any reason shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

FOR THE CITY OF BENTON CITY, WASHINGTON.

_______________________________________ _______________________

Linda Lehman, Mayor Date

Attest:

_______________________________________ _______________________

City Clerk/Treasurer Date

Approved as to Form:

_____________________________________ _______________________

City Attorney Date

I certify that on this ____________ day of ____________________, _______, before me, the undersigned Notary Public in an for the State of Washington, duly commissioned and sworn, personally appeared Linda Lehman, to me known to be the Mayor of the City of Benton City, 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 and that the seal affixed is the corporate seal of the City of Benton City.

Witness my hand and official seal hereto affixed the day and year first above written.

____

Notary Public in and for the State of
Washington residing at _______________
My commission expires:______________

FOR THE CITY OF KENNEWICK, WASHINGTON.

_______________________________________ _______________________

Steve Lee, Mayor Pro Tem Date

Approved as to Form:

_____________________________________ _______________________

City Attorney Date

I certify that on this_____________day of______________________,________, before me, the undersigned Notary Public in an for the State of Washington, duly commissioned and sworn, personally appeared Steve Lee, to me known to be the Mayor Pro Tem 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 and that the seal affixed is the corporate seal of the City of Kennewick.

Witness my hand and official seal hereto affixed the day and year first above written.

____

Notary Public in and for the State of
Washington residing at Kennewick
My commission expires:______________

FOR THE CITY OF PROSSER, WASHINGTON.

______________________________ ______________________

Randy Taylor, Mayor Date

Attest:

______________________________ ______________________

City Clerk Date

Approved as to Form:

______________________________ ______________________

City Attorney Date

I certify that on this ____________ day of ____________________, _______, before me, the undersigned Notary Public in an for the State of Washington, duly commissioned and sworn, personally appeared Randy Taylor, to me known to be the Mayor of the City of Prosser, 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 and that the seal affixed is the corporate seal of the City of Prosser.

Witness my hand and official seal hereto affixed the day and year first above written.

____

Notary Public in and for the State of
Washington residing at _______________
My commission expires:______________

FOR THE CITY OF RICHLAND, WASHINGTON.

_______________________________________ _____________________

Cindy Reents , City Manager Date

Attest:

_______________________________________ _____________________

City Clerk Date

Approved as to Form:

_______________________________________ _____________________

City Attorney Date

I certify that on this ____________ day of _____________________, ______, before me, the undersigned Notary Public in an for the State of Washington, duly commissioned and sworn, personally appeared Cindy Reents, to me known to be the City Manager of the City of Richland, 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 and that the seal affixed is the corporate seal of the City of Richland.

Witness my hand and official seal hereto affixed the day and year first above written.

____

Notary Public in and for the State of
Washington residing at _______________
My commission expires:______________

FOR THE CITY OF WEST RICHLAND, WASHINGTON.

_______________________________________ _____________________

Brent Gerry, City Mayor Date

Attest:

_______________________________________ _____________________

City Clerk Date

Approved as to Form:

_______________________________________ _____________________

City Attorney Date

I certify that on this ____________ day of _____________________, _______, before me, the undersigned Notary Public in an for the State of Washington, duly commissioned and sworn, personally appeared Brent Gerry, to me known to be the Mayor of the City of West Richland, 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 and that the seal affixed is the corporate seal of the City of West Richland.

Witness my hand and official seal hereto affixed the day and year first above written.

____

Notary Public in and for the State of
Washington residing at _______________
My commission expires:______________

FOR BENTON COUNTY, WASHINGTON.

_____________________________________ _______________________

Shon Small, Chairman — Date

Board of County Commissioners

Attest:

_____________________________________ _______________________

Clerk of the Board — Date

Approved as to Form:

_____________________________________ _______________________

Deputy Prosecuting Attorney — Date

I certify that on this ____________ day of ____________________, _______, before me, the undersigned Notary Public in an for the State of Washington, duly commissioned and sworn, personally appeared Shon Small, to me known to be the Chairman of the Board of Commissioners for Benton County, 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 and that the seal affixed is the corporate seal of Benton County.

Witness my hand and official seal hereto affixed the day and year first above written.

____

Notary Public in and for the State of
Washington residing at _______________
My commission expires:______________

Council Agenda Coversheet

Agenda Item Number	3.h.	Council Date	09/03/2019
Agenda Item Type	Contract/Agreement/Lease		
Subject	License Agreement - Kennewick School District		
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 allowing the Kennewick School District to place landscaping, irrigation, parking, fencing and lighting in City right-of-way as part of the Tri-Tech Skills Center facilities.

Motion for Consideration

I move to authorize the Mayor to sign a license agreement allowing the Kennewick School District to place landscaping, irrigation, parking, fencing and lighting in City right-of-way as part of the Tri-Tech Skills Center facilities.

Summary

The Kennewick School District has been improving their Tri-Tech Skills Center campus, at the southeast corner of Kellogg and Metaline. As part of this project, the school district desires to place landscaping, irrigation, parking, fencing and lighting in the right-of-way behind the east sidewalk of Kellogg Street.

This license agreement benefits the City by creating an attractive landscape buffer between the street and the school property. Without the agreement, the City would have to maintain this outer area of our right-of-way for weeds and litter. This agreement allows flexibility should the City require a portion of the right-of-way be incorporated into future roadway improvements. Specifically, the school district will only place grass and irrigation in the area of a future northbound right turn lane on Kellogg Road, which is planned when this intersection is signalized, per our currently adopted Six-Year Transportation Improvement Plan.

Public Works staff recommends approval of the license agreement.

Alternatives

None recommended.

Fiscal Impact

The license agreement will save City money by the Kennewick School District maintaining the area free from weeds and litter.

Through	Bruce Mills Aug 27, 11:53:39 GMT-0700 2019
Dept Head Approval	Cary Roe Aug 27, 14:34:38 GMT-0700 2019
City Mgr Approval	Marie Mosley Aug 30, 09:32:08 GMT-0700 2019

Attachments: License Agreement

☒ **Recording Required?**

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

LICENSE AGREEMENT

Tax Parcel ID #: 1-3399-302-0037-002
Location: 600 Block N. Kellogg Street

For and in consideration of the mutual covenants contained herein, the undersigned, CITY OF KENNEWICK (hereinafter referred to as "City" or "Licensor"), and KENNEWICK SCHOOL DISTRICT #17 (hereinafter referred to as the "Licensee"), hereby agree as follows:

1. The City hereby grants to the Licensee a license for the following described real property: THAT PORTION OF ROAD RIGHT-OF-WAY IN SECTIONS 32 AND 33, TOWNSHIP 9 NORTH, RANGE 29 EAST, WILLAMETTE MERIDIAN, SITUATE IN THE CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE

   COMMENCING AT THE INTERSECTION OF W METALINE AVE AND N KELLOGG ST, MONUMENTED BY A BRASS CAP IN MONUMENT CASE; THENCE NORTH 89°13'52" EAST 50.01 FEET ALONG THE MID SECTION LINE OF SAID SECTION 32 TO THE EAST QUARTER CORNER THEREOF; THENCE SOUTH 59°52'54" EAST 58.44 FEET TO THE MOST EASTERLY CORNER OF THAT PORTION OF ROAD RIGHT-OF-WAY DEDICATED TO THE CITY OF KENNEWICK IN QUIT CLAIM DEED RECORDED UNDER AUDITOR'S FILE NO. 798001, RECORDS OF BENTON COUNTY, WASHINGTON AND THE TRUE POINT OF BEGINNING OF SAID DESCRIBED LINE; THENCE SOUTH 89°13'52" WEST 48.61 TO THE BEGINNING OF A 20.00 FEET RADIUS CURVE CONCAVE TO THE SOUTHEAST (THE LONG CHORD OF WHICH BEARS SOUTH 43°03'59" WEST 28.85 FEET); THENCE SOUTHWESTERLY 32.23 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 92°19'45"; THENCE SOUTH 3°05'53" EAST 613.42 FEET; THENCE NORTH 89°14'19" EAST 25.99 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THAT PARCEL OF LAND CONVEYED TO KENNEWICK SCHOOL DISTRICT IN CONSOLIDATION DEED RECORDED UNDER AUDITOR'S FILE NO. 2015-020699 AND THE TERMINUS OF SAID DESCRIBED LINE.

2. This license is granted to allow the Licensee, at his request, to use the property solely for the installation and maintenance of landscaping and irrigation, parking, fencing and

lighting (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. The Licensee is advised that the City will be constructing a northbound right-turn lane on Kellogg as it approaches Metaline in the next few years, so any investment in improvements by the Licensee in this area should be kept to a minimum.

3. This private non-structural improvement is for installation in the public right of way.

4. In the event of any change to the Licensee's property, the Licensee will bring the improvements into compliance with applicable City standards, conditions or requirements within sixty (60) days after written notice by the City. 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 public rights-of-way is considered temporary in nature and may not be used to lessen or abrogate any City code requirements.

7. This License Agreement may be assigned by the Licensee, subject to the prior written approval of the City Manager.

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. 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.

b. If it is approved by Council, the Licensee will need to submit the current Benton County Auditor recording fee ($106.50) 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

Dave Bond
____
DAVE BOND, Superintendent
KENNEWICK SCHOOL DISTRICT #17

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

I certify that on this 26 day of August, 2019, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DAVE BOND, to me known to be the SUPERINTENDENT OF KENNEWICK SCHOOL DISTRICT #17, 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.

PATRICIA G. LORD
LICENSE 124369
NOTARY PUBLIC
STATE OF WASHINGTON
EXP. January 08, 2023

Patricia G. Lord

Notary Public in and for the State of
Washington residing at Richland
My Commission Expires: 1-8-2023

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

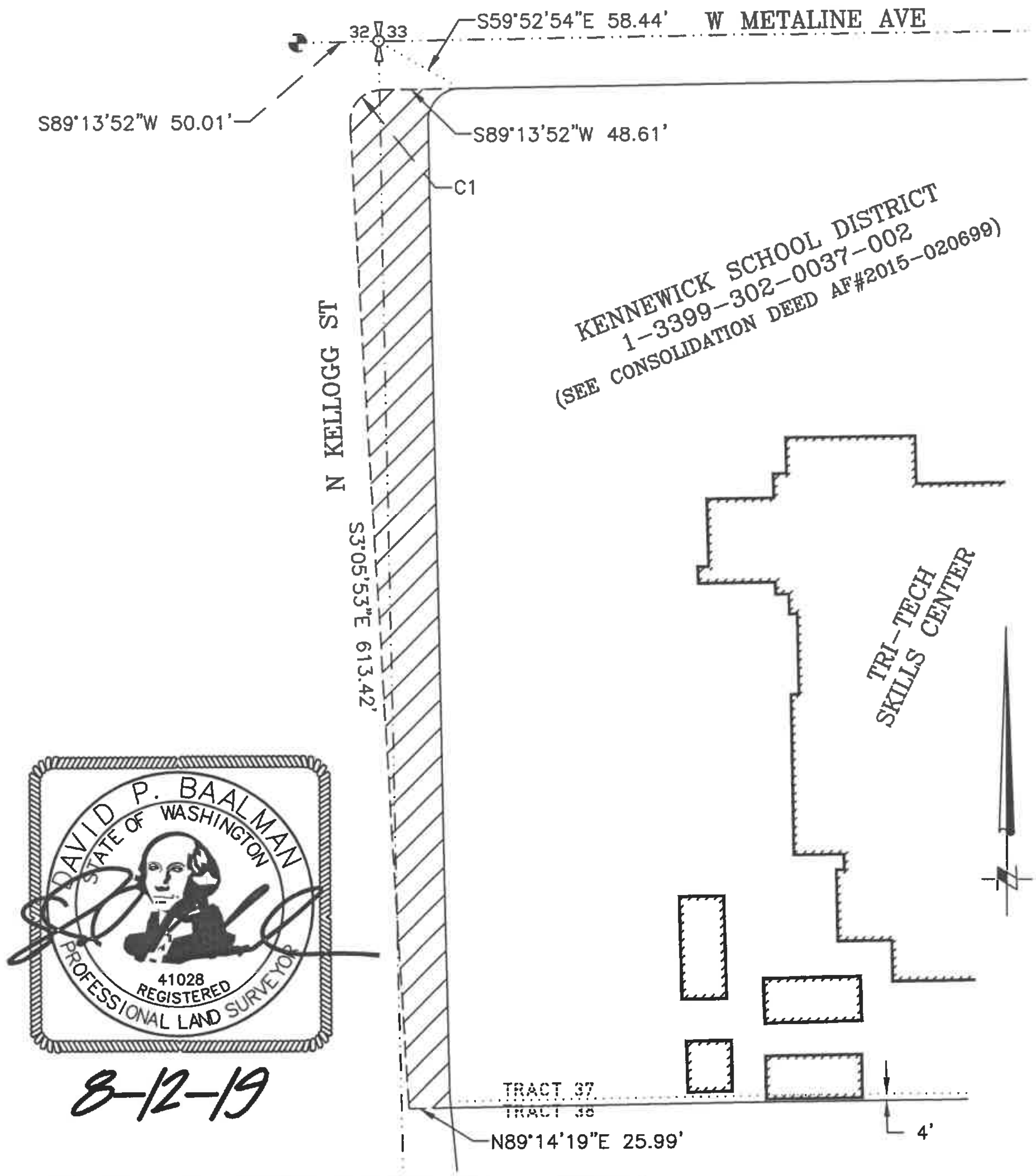
I certify that on this ______ day of ________________, 2019, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DON BRITAIN, to me known to be the Mayor of the City of Kennewick, Washington, the corporation that executed the foregoing 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 Expires:

EXHIBIT MAP

LEASE DESCRIPTION
PTN SECTIONS 32 & 33, T9N, R29E, WM
CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON



Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CHORD
C1	32.23	20.00	92°19'45"	S43°03'59"W	28.85

RSI
ROGERS SURVEYING INC., P.S.
1455 COLUMBIA PARK TRAIL
RICHLAND, WA. 99352
PHONE (509) 783-4141
FAX: (509) 783-8994
www.rogerssurveying.com

02119-LEASE.DWG

Council Agenda Coversheet

KENNEWICK WASHINGTON

Agenda Item Number	3.i.	Council Date	09/03/2019
Agenda Item Type	Contract/Agreement/Lease		
Subject	18th & Kellogg Reservoir Replacement		
Ordinance/Reso #		Contract #	
Project #	P1810	Permit #	
Department	Public Works		

- [x] Consent Agenda
- [ ] Ordinance/Reso
- [ ] Public Mtg / Hrg
- [ ] Other
- [ ] Quasi-Judicial

Recommendation

That the City Council authorize the Mayor to sign the Supplemental Agreement No. 2 with HDR Engineering, Inc., for the engineering design for the 18th & Kellogg Reservoir Replacement.

Motion for Consideration

I move to authorize the Mayor to sign the Supplemental Agreement No. 2 with HDR Engineering, Inc., for the engineering design for the 18th & Kellogg Reservoir Replacement.

Summary

The 18th & Kellogg Reservoir Replacement professional services agreement provides for the replacement of the existing 10 million gallon (MG) concrete and 0.5 MG steel reservoirs. The existing potable water reservoir has expended 75% or more of its useful life. A new 6 MG concrete reservoir will be constructed adjacent to the existing reservoir, followed by demolition of the existing reservoirs leaving space for a future second concrete reservoir. This project will also construct a water pump station dedicated to convey water west to the existing Zone 3 Kansas reservoir. The project is generally located northwest of W Creekstone Dr and S Irving St nestled within the Creekstone development.

The original agreement signed on May 1, 2018, authorized HDR Engineering, Inc., to perform a 30% level of design which included a Basis of Design Report (BODR).

Supplemental Agreement No. 1 signed on December 18, 2018, authorized HDR Engineering, Inc., to perform a detailed design and bidding support.

This supplemental agreement provides a no cost time extension for additional time to complete the SCOPE of Services.

Alternatives

None recommended.

Fiscal Impact

Budget No. 401.010.594.34.65.15

Original PSA & Supplement Agreement No. 1:	$1,025,700
Supplemental Agreement No. 2:	$ 0
Management Reserve:	$ 70,000
Total:	$ 1,095,700

Through	John Cowling Aug 27, 14:20:03 GMT-0700 2019
Dept Head Approval	Cary Roe Aug 27, 14:44:36 GMT-0700 2019
City Mgr Approval	Marie Mosley Aug 30, 09:35:48 GMT-0700 2019

Attachments: Supplemental Agreement No. 2

- [ ] **Recording Required?**

SUPPLEMENTAL AGREEMENT #2
Between Owner and Consultant

P-1810, 18TH & KELLOGG RESERVOIR REPLACEMENT

THIS SUPPLEMENTAL AGREEMENT, entered into this 3rd day of September, 2019 by and between the City of Kennewick, 210 West 6th Avenue, Kennewick, Washington (hereinafter called the "OWNER"), and HDR Engineering, Inc, 2805 St. Andrews Loop, Suite A, Pasco, WA 99301 (hereinafter called the "CONSULTANT").

WITNESSETH:

WHEREAS, the Parties hereto previously entered into an agreement for professional engineering services for the 18th & Kellogg Reservoir Replacement, said agreement being dated May 1, 2018; and

WHEREAS, both parties desire to supplement said Agreement by providing additional time to complete the Scope described in the Consultant's Exhibit A1, SCOPE OF SERVICES.

NOW, THEREFORE, in consideration of the promises, covenants, terms, conditions, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree that each and every provision of the original Agreement as supplemented shall remain in full force and effect, except as expressly modified in the following sections:

Section 3, TIME FOR BEGINNING AND COMPLETION, second sentence, revised to read:

CONSULTANT agrees to complete all work described in Exhibit A1 under this Agreement by March 31st, 2020.

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

CITY OF KENNEWICK, WASHINGTON	HDR ENGINEERING, INC.
	Karen M Doherty
Don Britain, Mayor	Karen Doherty, Sr. Vice President

Council Agenda Coversheet

Agenda Item Number	3.j.	Council Date	09/03/2019
Agenda Item Type	Contract/Agreement/Lease		
Subject	UPRR 24-Interceptor Sewer		
Ordinance/Reso #		Contract #	
Project #	P1604	Permit #	
Department	Public Works		

- Consent Agenda [x]
- Ordinance/Reso [ ]
- Public Mtg / Hrg [ ]
- Other [ ]
- Quasi-Judicial [ ]

Recommendation

That the City Council authorize the Mayor to sign the Supplemental Agreement No. 2 with JUB Engineers, Inc., for the engineering design for the UPRR 24-Inch Interceptor Sewer.

Motion for Consideration

I move to authorize the Mayor to sign the Supplemental Agreement No. 2 with JUB Engineers, Inc., for the engineering design for the UPRR 24-Inch Interceptor Sewer.

Summary

The UPRR 24-inch Interceptor Sewer professional services agreement provides for permitting and engineering design for improving a portion of the existing 24-inch sewer parallel to the Union Pacific Railroad east and west of N Edison St. The existing 24-inch sewer is constructed of reinforced concrete pipe and shows signs of heavy hydrogen sulfide corrosion. This project will utilize trench-less construction methods by installing a heavy duty liner within the existing sewer pipe.

The original agreement signed on April 3, 2018, authorized JUB Engineers, Inc., to perform design of the UPRR 24-inch Interceptor Sewer rehabilitation.

Supplemental Agreement No. 1 signed on November 20, 2018, authorized JUB Engineers, Inc., to perform additional design and construction management services.

This supplemental agreement provides a no cost time extension for additional time to complete the SCOPE of Services.

Alternatives

None recommended.

Fiscal Impact

Budget No. 401.010.594.35.65.07

Original PSA & Supplemental Agreement No. 1 :	$257,200
Management Reserve:	$ 18,150
Supplemental Agreement No. 2 :	$ 0
Total:	$275,350

Through	John Cowling Aug 27, 14:19:00 GMT-0700 2019
Dept Head Approval	Cary Roe Aug 29, 07:37:28 GMT-0700 2019
City Mgr Approval	Marie Mosley Aug 30, 09:37:28 GMT-0700 2019

Attachments: Supplemental Agreement No. 2

[ ] **Recording Required?**

SUPPLEMENTAL AGREEMENT #2
Between Owner and Consultant

P-1604, UPRR 24-INCH INTERCEPTOR SEWER

THIS SUPPLEMENTAL AGREEMENT, entered into this 3rd day of September, 2019 by and between the City of Kennewick, 210 West 6th Avenue, Kennewick, Washington (hereinafter called the "OWNER"), and JUB Engineers, Inc, 2810 W. Clearwater Ave, Suite 201, Kennewick, WA 99336 (hereinafter called the "CONSULTANT").

WITNESSETH:

WHEREAS, the Parties hereto previously entered into an agreement for professional engineering services for the UPRR 24-inch Interceptor Sewer, said agreement being dated April 3, 2018; and

WHEREAS, both parties desire to supplement said Agreement by providing additional time to complete the Scope described in the Consultant's Exhibit A1, SCOPE OF SERVICES.

NOW, THEREFORE, in consideration of the promises, covenants, terms, conditions, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree that each and every provision of the original Agreement as supplemented shall remain in full force and effect, except as expressly modified in the following sections:

Section 3, TIME FOR BEGINNING AND COMPLETION, second sentence, revised to read:

CONSULTANT agrees to complete all work described in Exhibit A1 under this Agreement by March 31st, 2020.

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

CITY OF KENNEWICK, WASHINGTON	JUB ENGINEERs, INC.
	Ben Volk
Don Britain, Mayor	Ben W. Volk, P.E., Area Manager

Council Agenda Coversheet

KENNEWICK WASHINGTON

Agenda Item Number	5.a.	Council Date	09/03/2019
Agenda Item Type	Ordinance		
Subject	Change of Zone from RM to CC		
Ordinance/Reso #	5821	Contract #	
Project #	COZ 19-03	Permit #	PLN-2019-01740
Department	Planning		

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

Recommendation

The Planning Commission recommends that City Council concur with the findings and conclusions contained in the staff report COZ 19-03 by adopting Ordinance 5821.

Motion for Consideration

I move to adopt Ordinance No. 5821.

Summary

Carlton Cadwell has applied to change the zoning a .60 acre lot from Residential, Medium Density (RM) to Commercial, Community (CC). The CC zone is an implementing zoning district of the Commercial Comprehensive Plan Land Use Designation and the request is consistent with the comprehensive plan. The requested rezone is a follow-up land use action to the comprehensive plan amendment City Council approved for the site in October 2018.

The subject parcel is located at 1369 N Grant Street, it is vacant, but used as a parking lot. The adjacent properties are zoned Public Facility, Commercial, Office, RM, CC and unincorporated Benton County.

The Planning Commission held a public hearing to review the proposal on August 19, 2019. At the hearing, staff presented an overview of the staff report. The applicant's representative did provide testimony in favor of the proposal, no other testimony was provided. The Planning Commission voted 5 to 0 to recommend approval of COZ 19-03 to City Council.

Alternatives

None Recommended

Fiscal Impact

None

Through	Steve Donovan Aug 26, 15:51:52 GMT-0700 2019
Dept Head Approval	Gregory McCormick Aug 26, 16:08:57 GMT-0700 2019
City Mgr Approval	Marie Mosley Aug 30, 09:41:10 GMT-0700 2019

Attachments:
Minutes
Presentation
Ordinance
PC Action Summary
Vicinity Map

☐ **Recording Required?**

CITY OF KENNEWICK
ORDINANCE NO. 5821

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY WITHIN THE CITY OF KENNEWICK LOCATED AT 1369 NORTH GRANT STREET FROM RESIDENTIAL, MEDIUM DENSITY (RM) TO COMMERCIAL, COMMUNITY (CC) (COZ 19-03, CADWELL)

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

Section 1. Ordinance No. 3001, as amended, the zoning ordinance of the City of Kennewick and the accompanying zoning map of the City of Kennewick being part of said ordinance shall be and hereby is changed from Residential, Medium Density (RM) to Commercial, Community (CC) for the real property described as follows:

> That portion of the NE quarter of the NW quarter of Section 33, Township 09 North, range 29 East, W.M. records of Benton County, Washington. Described as follows:
>
> Lot 6, short plat no 1560, recorded under auditor's file no 86-7602 records of Benton County, Washington.
>
> Together with and subject to easements, reservations, covenants and restrictions, of record and in view.

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

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

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 3rd day of September, 2019, and signed in authentication of its passage this 3rd day of September, 2019.

____
STEVE LEE, Mayor Pro Tem

Attest:

ORDINANCE NO. 5821 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington this 4th day of September, 2019.

____
TERRI L. WRIGHT, City Clerk

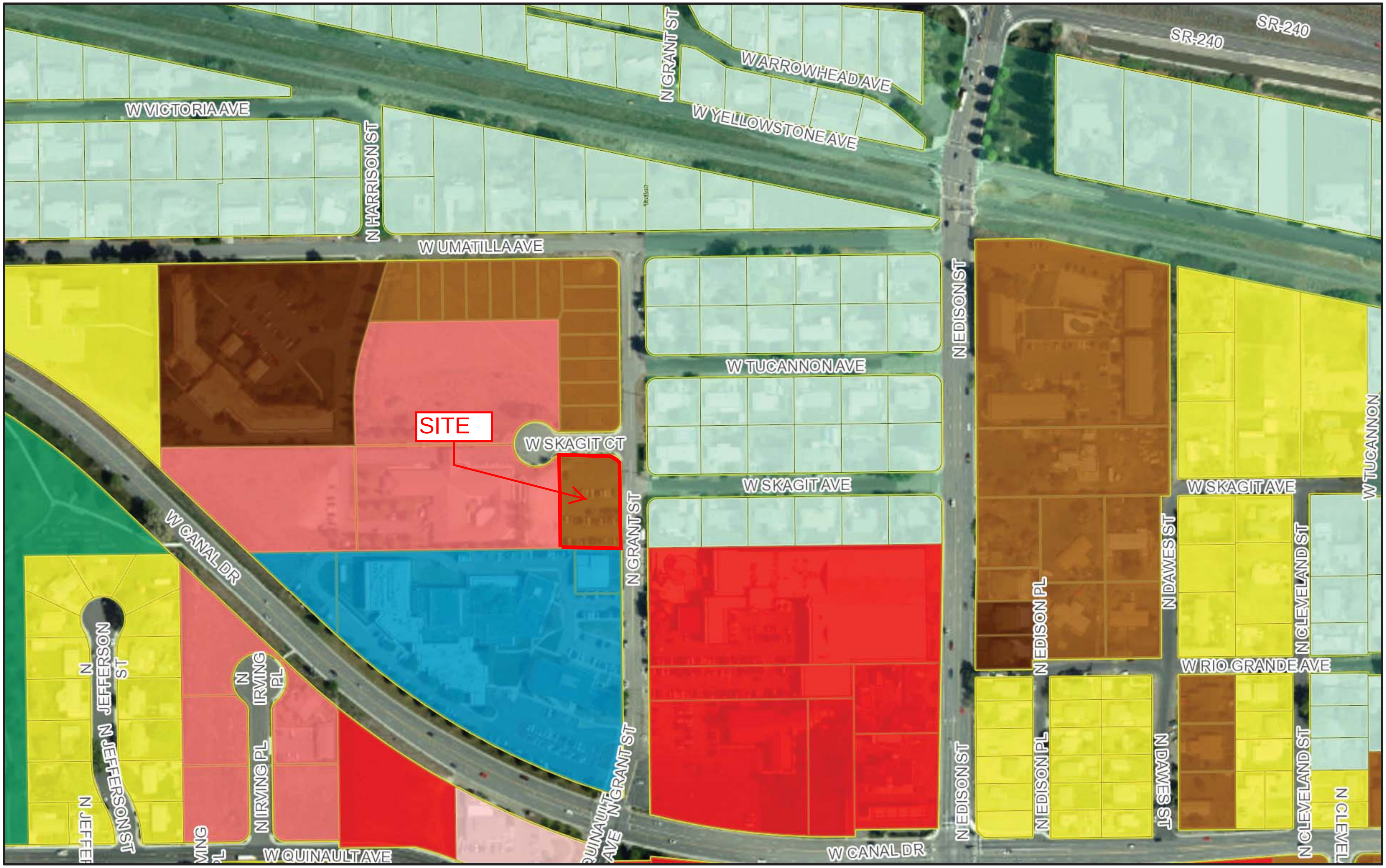
Approved as to form:

____
LISA BEATON, City Attorney

____
TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION_________________________________

Zoning Map



July 26, 2019

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

StreetName

SurveyAddressPoint

<all other values>

Apartment

Building

Condo

Mobile Home

Parcel

SurveyCityLimits

SV_CI_KENNEWICK_10

SV_CI_RICHLAND_10

SV_CI_COUNTY_1(

KENNEWICK WASHINGTON

1 inch = 300 feet

1:3,600

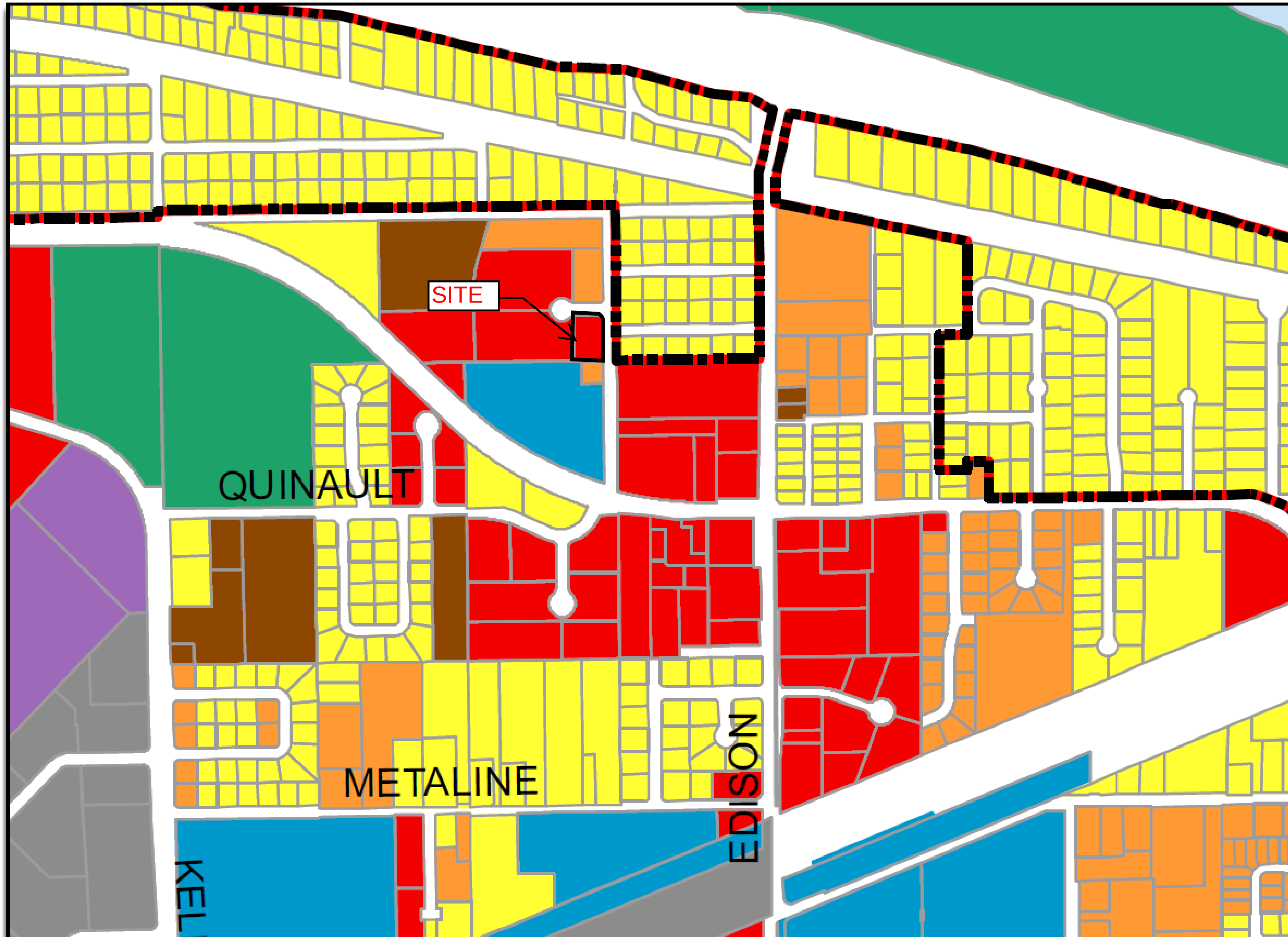
0 0.0275 0.055 0.11 mi

0 0.0425 0.085 0.17 km

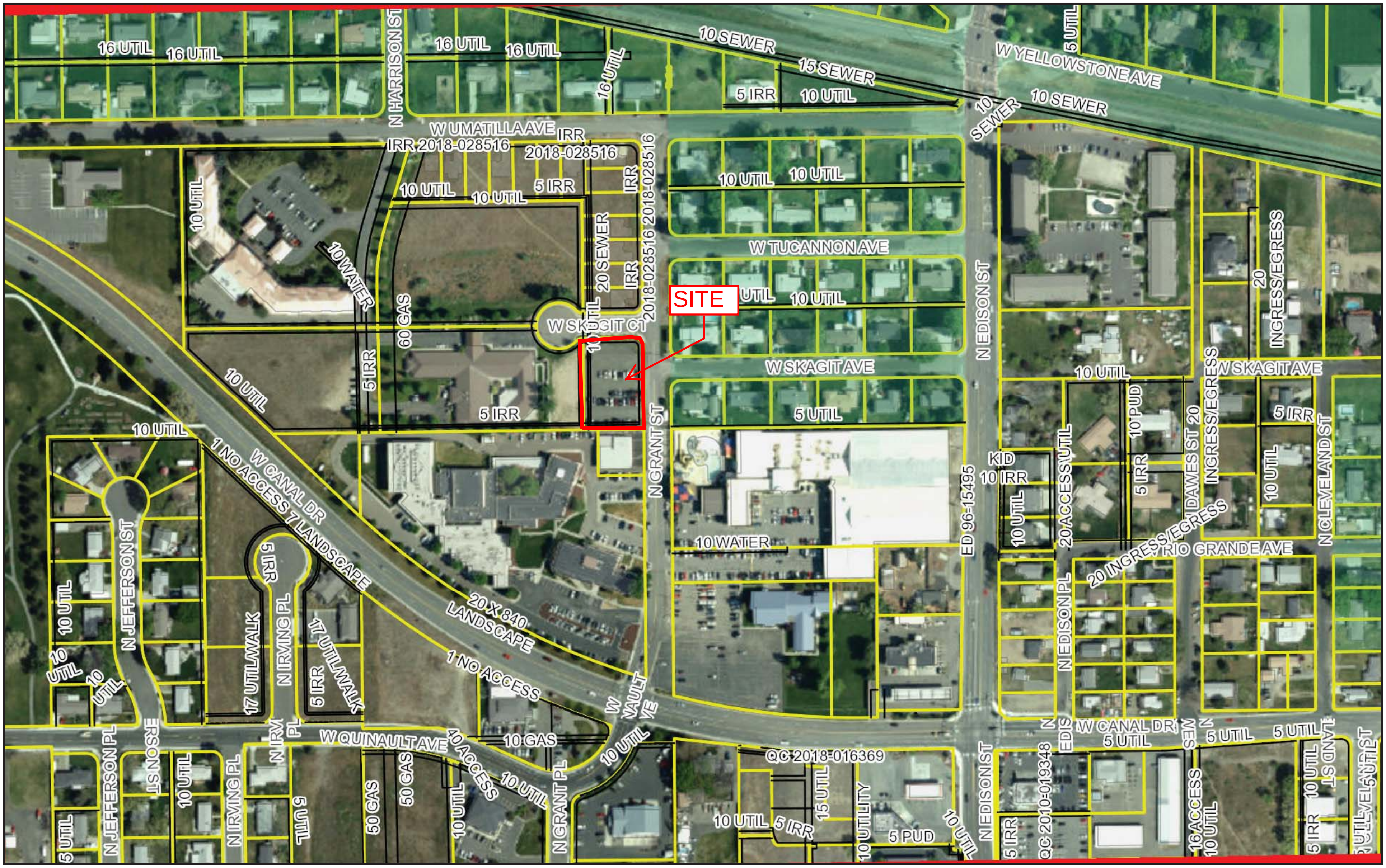
Sources: Esri, HERE, Garmin, Intermap, increment P Corp.,

ArcGIS WebApp Builder
City of Kennewick

Comprehensive Plan Map



Vicinity Map



July 26, 2019

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

StreetName	Apartment	Mobile Home
SurveyAddressPoint	Building	Parcel
<all other values>	Condo	SurveyAddressPointSupp

SurveyEasementPoint

SurveyEasement

KENNEWICK WASHINGTON

1 inch = 300 feet 1:3,600

0 0.0275 0.055 0.11 mi

0 0.0425 0.085 0.17 km

Sources: Esri, HERE, Garmin, Intermap, increment P Corp.,

ArcGIS WebApp Builder
City of Kennewick

KENNEWICK PLANNING COMMISSION
AUGUST 19, 2019
MEETING MINUTES

CALL TO ORDER

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

Commissioner Rettig led the Pledge of Allegiance.

Recorder Melinda Didier called the roll and found the following:

Present: Commissioners Rob Rettig, Clark Stolle, Anthony Moore, Vice Chairman Victor Morris, and Chairman Ed Pacheco.

Excused: Commissioners Thomas Helgeson and James Hempstead.

Unexcused: None

Staff Present: Greg McCormick, AICP Planning Director; Steve Donovan, Planner; Melinda Didier, Administrative Assistant/Recorder.

CONSENT AGENDA

a. Approval of Minutes dated July 15, 2019
b. Approval of Agenda
c. Motion to enter Staff Reports into the Record

Commissioner Moore moved to accept the consent agenda. Vice Chairman Morris seconded the motion. The motion carried unanimously.

PUBLIC HEARINGS

Chairman Pacheco opened the public hearing at 6:33 p.m. for Change of Zone (COZ) #19-03 from Residential, Medium Density (RM) to Commercial, Community (CC) for property located at 1369 N. Grant St. Applicant is Carlton Cadwell, 1350 N. Grant Street, Kennewick, WA, 99336.

Mr. Donovan gave a brief overview of the staff report, and presented a Power Point of the staff report. Staff recommends that the Planning Commission concur with the findings and conclusions contained in staff report COZ 19-03 and recommend to City Council approval of the request.

Planning Commission questions included: adding additional lighting; no applications received right now, requirements there for lighting, paving.

Testimony of Applicant:

Janelle Klaschke
Tri-City Court Club
1350 N. Grant St
Kennewick 99336

The Court Club has grown to 50 employees, biggest need is employee parking; there is shared parking with church; Tri-Tech brings students twice a week; concerns from neighbors about extra traffic and pedestrian crossing issues; area surrounded by other businesses; feel it's in line with the vicinity; good neighbors, amenable with sharing the parking with County.

Testimony in favor:

None

Testimony neutral or against:

None

Staff final comments:

None

Public Testimony for COZ 19-03 closed at 6:40 p.m.

Chairman Pacheco asked for a motion.

Commissioner Moore moved to concur with the findings and conclusions in staff report COZ #19-03 and forward a recommendation to City Council APPROVAL of the request.

Commissioner Rettig seconded the motion.

Planning Commission discussion included: None

The motion passed unanimously.

Chairman Pacheco opened the public hearing at 6:41 p.m. for Comprehensive Plan Amendment (CPA) #19-01 from Low Density Residential (LDR) to Public Facility (PF) for 0.27 acres of land at 5801 W. Hildebrand Ave. Applicant is Eric Bruce, Kennewick School District, 5501 W. Metaline Avenue, Kennewick, WA 99336

Mr. McCormick reviewed the staff review and public hearing process for the first five of ten total Comprehensive Plan Amendments for 2019, and noted that he would be presenting the staff reports.

Mr. McCormick gave a brief overview of the staff report, and presented a Power Point of the staff report. Staff recommends that the Planning Commission concur with the findings and conclusions contained in staff report CPA 19-01 and recommend to City Council approval of the request.

Planning Commission Action Summary
COZ 19-03 – Carlton Cadwell

The Kennewick Planning Commission conducted a public hearing on August 19, 2019 at Kennewick City Hall. All interested parties were invited to come before the Commission and be heard. After reviewing the staff report, all oral, written facts and opinions, the Commission passed a motion on the proposed change of zone, concurring with the findings and conclusions in the staff report COZ 19-03 and recommend to City Council approval of the proposed change contained in the staff report.

Findings of Fact

1. The applicant and owner is Carlton Cadwell, 1350 N Grant Street, Kennewick, WA 99336.
2. The proposed change of zone is for the parcel, located at 1369 N Grant Street, Parcel No. 1-3399-201-1560-006.
3. The request is to change the zoning from Residential, Medium Density to Commercial, Community.
4. The City's Comprehensive Plan Land Use Designation for the subject property is Commercial.
5. The Commercial, Community zoning district is an implementing zone of the Commercial Comprehensive Plan Land Use Map designation.
6. The application was submitted on June 20, 2019 and declared complete for processing on June 26, 2019.
7. The application was routed for review to City Departments and outside agencies for comment on June 26, 2019.
8. Access to the site is currently provided directly from N Grant Street.
9. The site is not designated as a Critical Area.
10. An Environmental Determination of Non-Significance was issued on July 20, 2018 for CPA 18-06/PLN-2018-00950/ED 18-12.
11. The Property Posting sign for the public hearing was posted on site July 31, 2019.
12. Notice of the public hearing for this application was published in the Tri-City Herald on August 4, 2019. Notices were also mailed to property owners within 300 feet of the site on July 31, 2019.
13. The proposed amendment conforms with the comprehensive plan; and
14. The proposed amendment promotes the public necessity, convenience and general welfare; and
15. The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands, which are deemed unacceptable by the City; and
16. The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan; and

Conclusions of Law

1. Approval will implement the Comprehensive Plan Land Use Designation of Commercial.
2. Approval will not result in an increase of adverse environmental impacts.
3. Approval will implement Land Use Goals 2 and 3 of the City of Kennewick Comprehensive Plan.
4. Approval will result in the promotion of public necessity, convenience and/or general welfare.
5. The proposed Change of Zone is in compliance with KMC 18.51.070(2).

The motion to recommend approval to City Council passed with a vote of 5 to 0.

City Council

CHANGE of ZONE
COZ 19-03

September 3, 2019

Application Summary

Applicant(s): Carlton Cadwell

Owner: Same As Above

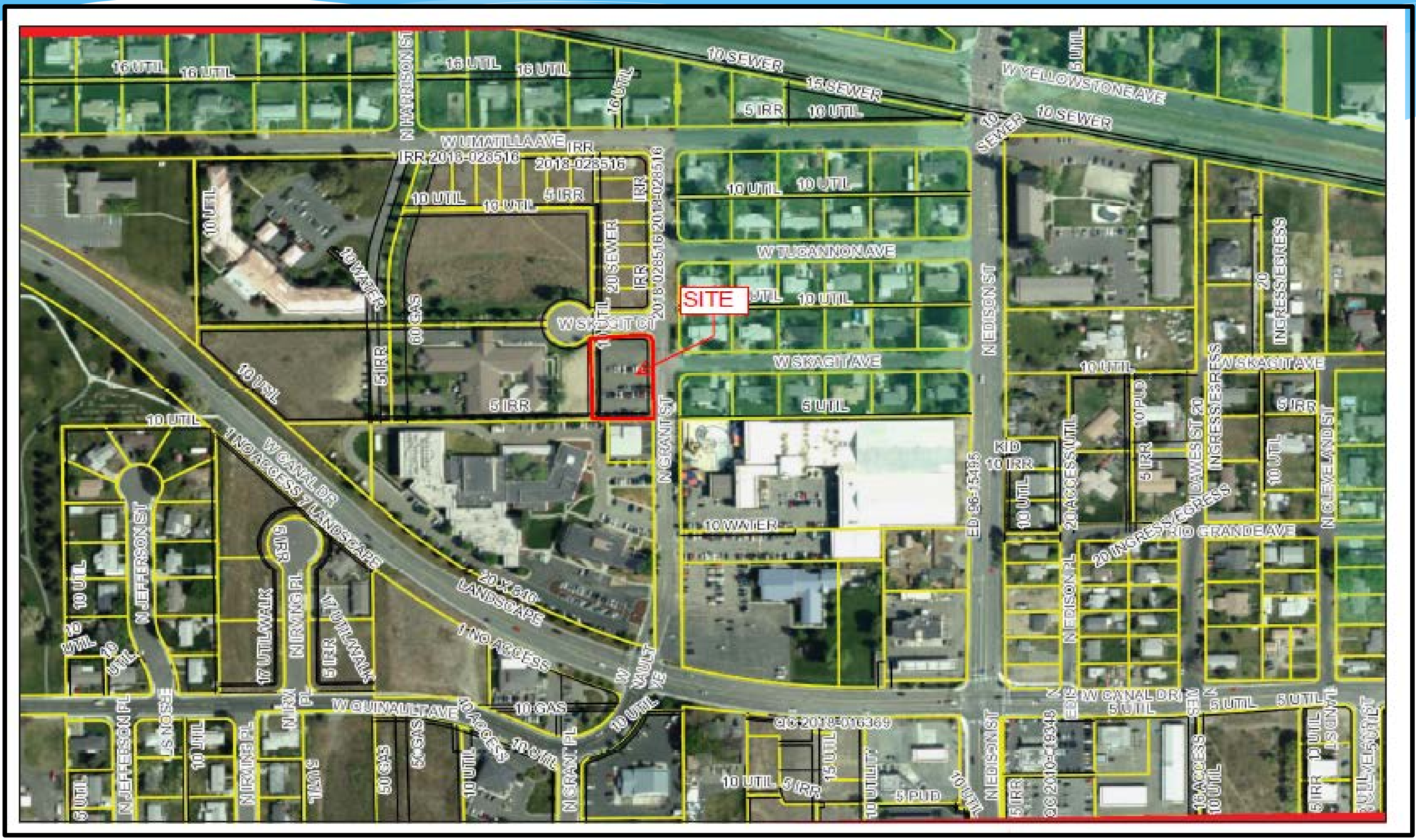
Proposal: Rezone a property from Residential, Medium Density (RM) to Commercial, Community (CC).

Comprehensive Plan Designation: Commercial

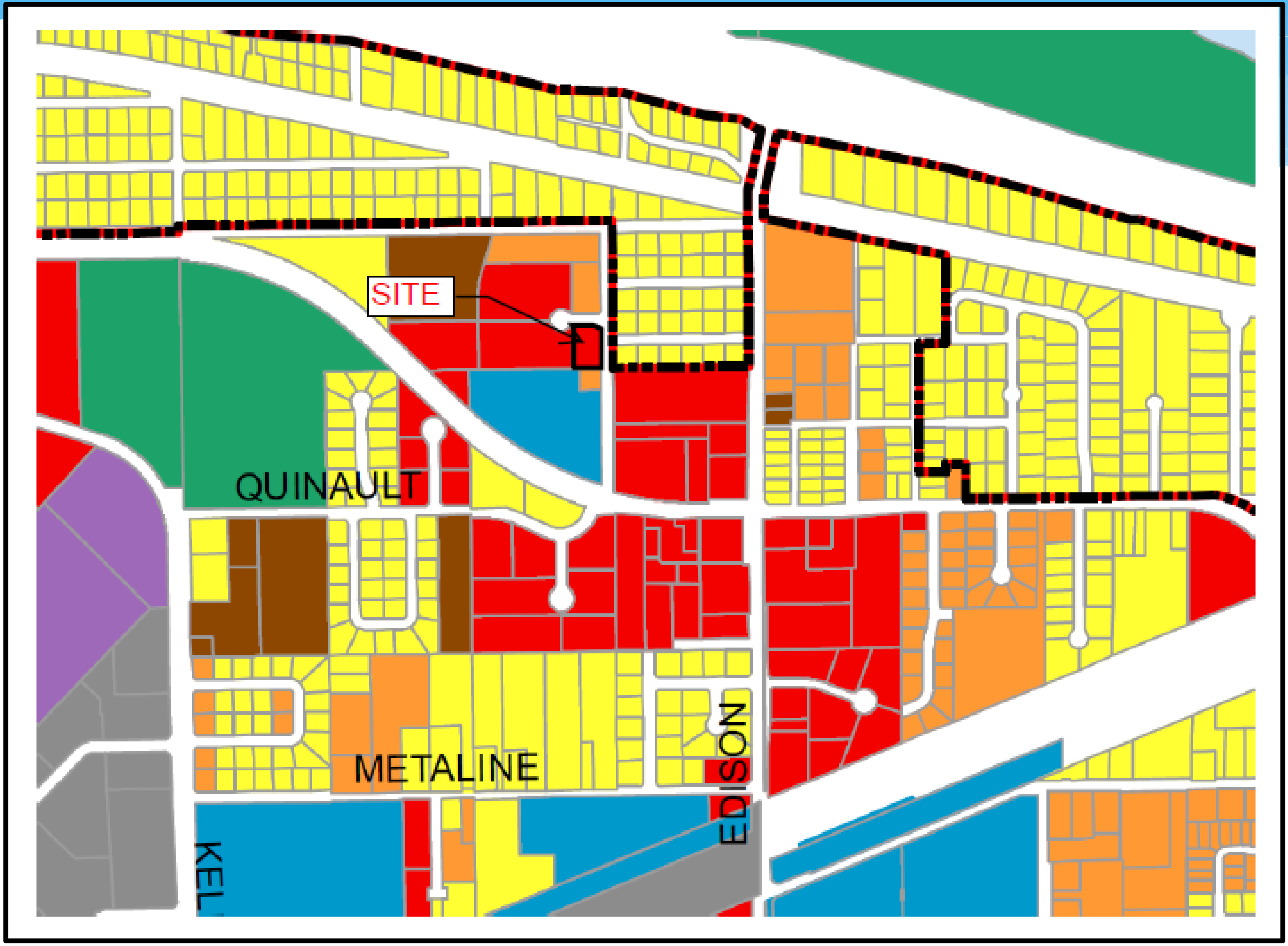
Location: 1369 N Grant Street

Property Size: .60 acres

Vicinity Map



Comprehensive Plan Map



Zoning Map


SR-240
W ARROWHEAD AVE
W YELLOWSTONE AVE
N GRANT ST
W VICTORIA AVE
N HARRISON ST
W UMATILLA AVE
N EDISON ST
W TUCANNON AVE
SITE
W SKAGIT CT
W SKAGIT AVE
W CANAL DR
N DAWES ST
N CLEVELAND ST
W RIO GRANDE AVE
N EDISON PL
N JEFFERSON ST
N IRVING PL
W QUINAULT AVE

Property History

- On October 16, 2018, the City Council approved Ordinance 5776 and amended the site's land use designation to Commercial.
- The site is currently used as a parking area.

Permitted Uses

The RM zone allows both allow single-family and multi-family residences. The CC zone allows for multiple types of commercial uses.

Change of Zone Findings KMC 18.51.070(2)

(a) The proposed amendment conforms with the comprehensive plan.

(b) Promotes the public necessity, convenience and general welfare.

(c) The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands which are deemed unacceptable by the City.

(d) The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan.

(e) Single Family Residential zoned properties only; Property is adjacent and contiguous (which shall include corner touches and property located across a public right-of-way) to property of the same proposed zoning classification or higher zoning classification.

Hearing Summary

- The Planning Commission held a hearing on August 19, 2019 for the proposed change of zone.
- The applicant's representative provided testimony on the proposal. No other testimony for or against the proposal was provided at the hearing.

Recommendation

The Planning Commission recommends the City Council approve COZ 19-03 as proposed.

Council Agenda Coversheet

KENNEWICK WASHINGTON

Agenda Item Number	6.a.	Council Date	09/03/2019
Agenda Item Type	Resolution		
Subject	Surplus Property		
Ordinance/Reso #	19-18	Contract #	
Project #		Permit #	
Department	Management Services		

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

Recommendation

Staff recommends that Council adopt Resolution 19-18.

Motion for Consideration

I move to adopt Resolution No. 19-18.

Summary

The City owns certain personal property that was originally purchased for the Water/Sewer utility. This property includes vehicles and equipment that are past their useful life and/or no longer required for the provision of continued utility services. The subject items are as follows:

Vehicle 0090 - 2007 Chevrolet Silverado Truck
Vehicle 5707 - 1997 Ford Ranger Truck
Vehicle 0054 - 2006 Ford F450 Service Body Truck
Vehicle 0058 - 1988 Dodge D350 Flatbed Truck
Vehicle 5004 - 2010 Chevrolet Silverado 2500 Truck
Vehicle 5801 - 2008 Ford Ranger Truck
Vehicle W084 - 2006 Trailer Mounted 6 inch debris pump

RCW 35.94.040 provides for the disposal of this property by resolution and public hearing.

With the adoption of this resolution this property will be declared surplus and give staff the ability to sell the property through on-line or live auction, trade-in and other means advantageous to the City, or properly dispose of items unable to be sold.

Alternatives

None recommended.

Fiscal Impact

Proceeds from the sale of the property will be returned to water/sewer revenue account. Fair market value for all items has been estimated at $29,750.

Through	Jon Correio Aug 27, 10:42:32 GMT-0700 2019
Dept Head Approval	Christina Palmer Aug 28, 16:20:48 GMT-0700 2019
City Mgr Approval	Marie Mosley Aug 30, 09:42:59 GMT-0700 2019

Attachments: Resolution 19-18

☐ **Recording Required?**

CITY OF KENNEWICK
RESOLUTION NO. 19-18

A RESOLUTION OF THE CITY OF KENNEWICK DECLARING SURPLUS CERTAIN PROPERTY AND AUTHORIZING THE SALE OR DISPOSAL OF SAID SURPLUS PROPERTY

WHEREAS, the City is the owner of certain property; and

WHEREAS, RCW 35.94.040 provides for the disposal of surplus property originally required for public utility purposes; and

WHEREAS, notice has been published on August 24, 2019, that a public hearing would be held on this date concerning disposal of this property; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON that the property originally acquired for utility purposes described as follows:

(1) Vehicle 0090 2007 Chevrolet Silverado Truck, estimated fair market value, $3000;
(2) Vehicle 5707 1997 Ford Ranger Truck, $1,250;
(3) Vehicle 0054 2006 Ford F450 Service Body Truck $3,000;
(4) Vehicle 0058 1988 Dodge D350 Flatbed Truck, $2,000;
(5) Vehicle 5004 2010 Chevrolet Silverado 2500 Truck, $3,500;
(6) Vehicle 5801 2008 Ford Ranger Truck, $2,000;
(7) Vehicle W084 2006 Trailer Mounted 6-inch debris pump, $15,000,

is hereby found to be surplus to the City's needs and not required for the providing of continued utility services; and

BE IT FURTHER RESOLVED that staff is directed to sell said property by live/online auction, other means most advantageous to the City, or properly dispose of items unable to be sold.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 3rd day of September, 2019, and signed in authentication of its passage this 3rd day of September, 2019.

Attest:

STEVE LEE, Mayor Pro Tem

TERRI L. WRIGHT, City Clerk

RESOLUTION NO.19-18 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington, this 4th day of September, 2019.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

Council Agenda Coversheet

KENNEWICK WASHINGTON

Agenda Item Number	6.b.	Council Date	09/03/2019
Agenda Item Type	Resolution		
Subject	Easement Vacation - 715 S. Jean Place		
Ordinance/Reso #	19-19	Contract #	
Project #		Permit #	
Department	Public Works		

- [ ] Consent Agenda
- [x] Ordinance/Reso
- [x] Public Mtg / Hrg
- [ ] Other
- [ ] Quasi-Judicial

Recommendation

Staff recommends that Council consider the request to vacate a 10' storm easement and a 15' drainage easement located at 715 S. Jean Place.

Motion for Consideration

I move to adopt Resolution No. 19-19.

Summary

Notice of the September 3, 2019 public hearing to consider the request to vacate a 10' storm easement and a 15' drainage easement located at 715 S. Jean Place was published in the Tri-City Herald on Saturday, August 24, 2019.

The extension of S. Jean Place eliminated the need for this drainage easement and storm easement.

Affected City utility companies and City staff have reviewed the request and have no objection to the proposed vacation.

Alternatives

None recommended.

Fiscal Impact

None.

Through	Heath Mellotte Aug 29, 08:27:35 GMT-0700 2019
Dept Head Approval	Cary Roe Aug 29, 09:19:34 GMT-0700 2019
City Mgr Approval	Marie Mosley Aug 30, 09:44:30 GMT-0700 2019

Attachments: Deed
Resolution 19-19
Exhibit Map

- [x] **Recording Required?**

CITY OF KENNEWICK
RESOLUTION NO. 19-19

A RESOLUTION OF THE CITY OF KENNEWICK DECLARING SURPLUS A PORTION OF CERTAIN STORM EASEMENT AND DRAINAGE EASEMENT LYING WITHIN 715 SOUTH JEAN PLACE

WHEREAS, the City of Kennewick has requested the vacation of certain storm and drainage easements located on its property; and

WHEREAS, RCW 35.94.040 provides for the disposal of surplus property originally required for public utility purposes; and

WHEREAS, notice has been published on August 24, 2019, that a public hearing would be held on this date concerning disposal of this property; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON that property originally acquired for the purpose of storm easement and drainage easement and described as follows:

> VACATION OF 10.00 FOOT STORM EASEMENT LYING WITHIN LOT 8, SHORT PLAT 3514, AS RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 3514, RECORDS OF BENTON COUNTY, WASHINGTON. SAID EASEMENT CREATED BY AUDITORS FILE NUMBER 2013-037753 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
>
> COMMENCING AT THE NORTHEAST CORNER OF SAID LOT, THENCE SOUTH 19°47’15” EAST ALONG THE EASTERLY LINE OF SAID LOT 8.17 FEET TO THE TRUE POINT OF BEGINNING AND A POINT ON THE CENTERLINE OF SAID STORM EASEMENT; THENCE ALONG SAID CENTERLINE SOUTH 55°19’47” WEST 102.14 FEET TO THE WESTERLY LINE OF SAID LOT AND THE POINT OF TERMINUS.
>
> EDGES OF SAID EASEMENT ARE TO BE LENGTHENED OR SHORTENED TO TERMINATE ON THE WESTERLY AND EASTERLY PROPERTY LINE.
>
> TOGETHER WITH:
>
> VACATION OF 15.00 FOOT DRAINAGE EASEMENT LYING WITHIN LOT 8, SHORT PLAT 3514, RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 3514, RECORDS OF BENTON COUNTY, WASHINGTON, SAID EASEMENT CREATED BY THE PLAT OF KENNEWICK GARDEN COURT, AS RECORDED IN VOLUME 14 OF PLATS, PAGE 38, RECORDS OF BENTON COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
>
> THE WEST 5.00 FEET OF LOT 9, THE EAST 5.00 OF LOT 10 AND ALL OF TRACT A OF SAID PLAT OF KENNEWICK GARDEN COURT,

is hereby found to be surplus to the City's needs and not required for the providing of continued services; and

BE IT FURTHER RESOLVED that the consideration to be paid for the release of this easement shall be $50.00; and

BE IT FURTHER RESOLVED that the Mayor of the City of Kennewick is authorized to deed by quit claim to the City of Kennewick the above-described easement and deliver the same upon payment.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 3rd day of September, 2019, and signed in authentication of its passage this 3rd day of September, 2019.

Attest:

STEVE LEE, Mayor Pro Tem

TERRI L. WRIGHT, City Clerk

RESOLUTION NO. 19-19 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington, this 4th day of September, 2019.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

Return To:

City of Kennewick
PO Box 6108
Kennewick, WA 99336

QUIT CLAIM DEED

Location: 715 S Jean Pl Tax Parcel ID # 1-0189-301-3514-008

THE GRANTOR, CITY OF KENNEWICK, for and in consideration of mutual interest, conveys and quit claims to **FAMILY OF FAITH CHURCH** the following described storm easement and drainage easement situated in the County of Benton, State of Washington, together with all after acquired title of the Grantor therein:

VACATION OF 10.00 FOOT STORM EASEMENT LYING WITHIN LOT 8, SHORT PLAT 3514, AS RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 3514, RECORDS OF BENTON COUNTY, WASHINGTON
SAID EASEMENT CREATED BY AUDITORS FILE NUMBER 2013-037753 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT, THENCE SOUTH 19°47'15" EAST ALONG THE EASTERLY LINE OF SAID LOT 8.17 FEET TO THE TRUE POINT OF BEGINNING AND A POINT ON THE CENTERLINE OF SAID STORM EASEMENT; THENCE ALONG SAID CENTERLINE SOUTH 55°19'47" WEST 102.14 FEET TO THE WESTERLY LINE OF SAID LOT AND THE POINT OF TERMINUS.

EDGES OF SAID EASEMENT ARE TO BE LENGTHENED OR SHORTENED TO TERMINATE ON THE WESTERLY AND EASTERLY PROPERTY LINE.

TOGETHER WITH;

VACATION OF 15.00 FOOT DRAINAGE EASEMENT LYING WITHIN LOT 8, SHORT PLAT 3514, RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 3514, RECORDS OF BENTON COUNTY, WASHINGTON, SAID EASEMENT CREATED BY THE PLAT OF KENNEWICK GARDEN COURT, AS RECORDED IN VOLUME 14 OF PLATS, PAGE 38, RECORDS OF BENTON COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

THE WEST 5.00 FEET OF LOT 9, THE EAST 5.00 OF LOT 10 AND ALL OF TRACT A OF SAID PLAT OF KENNEWICK GARDEN COURT;

TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS, OF RECORD AND IN VIEW.

Dated: September 3, 2019 **CITY OF KENNEWICK, WASHINGTON**

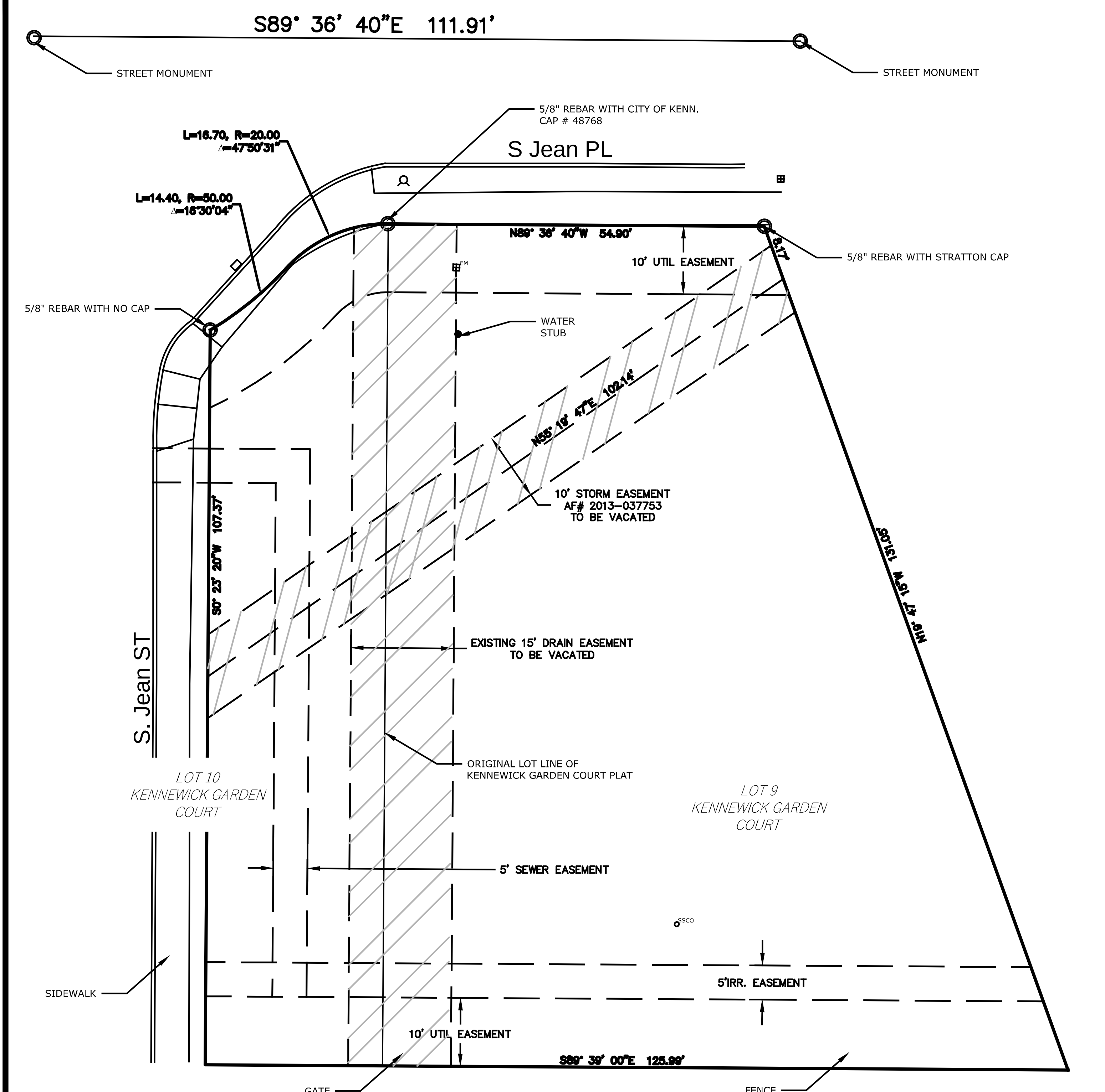
____
STEVE LEE, MAYOR PRO TEM

STATE OF WASHINGTON)
)ss.
COUNTY OF BENTON)

I certify that on this 3rd day of September, 2019, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Steve Lee known to be the Mayor Pro Tem 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 is authorized to execute said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

____
Notary Public in and for the State of
Washington residing at ________________________
My Commission Expires: ______________________



FAMILY OF FAITH CHURCH PROPERTY

LOT 8 OF SHORT PLAT #3514

Council Agenda Coversheet

KENNEWICK WASHINGTON

Agenda Item Number	7.a.	Council Date	09/03/2019
Agenda Item Type	Resolution		
Subject	Declaring Property Surplus		
Ordinance/Reso #	19-20	Contract #	
Project #		Permit #	
Department	City Attorney		

- [ ] Consent Agenda
- [x] Ordinance/Reso
- [ ] Public Mtg / Hrg
- [x] Other
- [ ] Quasi-Judicial

Recommendation

Approve Resolution 19-20 declaring property surplus located adjacent to the Three Rivers Convention Center and the Toyota Center.

Motion for Consideration

I move to adopt Resolution No. 19-20.

Summary

Resolution 19-20 will surplus a 3.56 acre parcel located adjacent to the Three Rivers Convention Center and the Toyota Center and authorize the sale of this property for the public private partnership project presented at the August 27, 2019, Council Workshop. State law requires the City Council to declare public property surplus and no longer needed for a public purpose before it can be put up for sale. Once Council approves Resolution 19-20, the next step will be to consider the Purchase and Sale Agreement which is also on this agenda for Council's review and approval.

Alternatives

None Recommended.

Fiscal Impact

None.

Through	Bonnie Lanning Aug 29, 11:42:03 GMT-0700 2019
Dept Head Approval	Lisa Beaton Aug 29, 12:02:25 GMT-0700 2019
City Mgr Approval	Marie Mosley Aug 30, 09:46:51 GMT-0700 2019

Attachments: Resolution

- [ ] **Recording Required?**

CITY OF KENNEWICK
RESOLUTION NO. 19-20

A RESOLUTION DECLARING SURPLUS AND AUTHORIZING THE PRIVATE NEGOTIATION AND SALE OF CERTAIN REAL ESTATE LOCATED ADJACENT TO THE THREE RIVERS CONVENTION CENTER AND THE TOYOTA CENTER

WHEREAS, the City of Kennewick is the owner of certain real property located adjacent to the Three Rivers Convention Center and the Toyota Center; and

WHEREAS, this site was utilized for parking for the Convention Center and Toyota Center but otherwise vacant land; and

WHEREAS, the City intends to negotiate a sale of said property to a third party for the purposes of a public private partnership for the expansion of the Three Rivers Convention Center, the construction of a second hotel connected to the expansion, as well as the construction of complimentary mixed use facilities; and

WHEREAS, the property is not and will not be of any use to the City of Kennewick; NOW, THEREFORE,

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, that the City Council hereby finds that the property legally described as:

LOT 2 LEGAL DESCRIPTION AFTER ADJUSTMENT
(A PORTION OF PARCELS 2 AND 4, RECORD OF SURVEY 5218)

A PARCEL OF LAND LOCATED IN A PORTION OF PARCELS 2 AND 4, ACCORDING TO RECORD OF SURVEY 5218, RECORDED IN VOLUME 1 OF SURVEYS, PAGE 5218, RECORDS OF BENTON COUNTY, WASHINGTON LYING IN A PORTION OF THE WEST-HALF OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 29 EAST, WILLAMETTE MERIDIAN, CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY NORTHEAST CORNER OF SAID PARCEL 2, SAID POINT BEING THE POINT OF BEGINNING OF THE LOT TO BE DESCRIBED, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID PARCEL 4 AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF WEST GRANDRIDGE BOULEVARD THAT IS 31.00 FEET WESTERLY OF THE CENTERLINE THEREOF, WHEN MEASURED AT RIGHT ANGLES OR RADIALLY;

THENCE LEAVING THE WESTERLY RIGHT-OF-WAY LINE OF SAID WEST GRANDRIDGE BOULEVARD, NORTH 69°20'09” WEST, 348.43 FEET;

THENCE SOUTH 44°01'12" WEST, 67.68 FEET TO A COMMON INTERIOR CORNER OF SAID PARCELS 2 AND 4;

THENCE CONTINUING SOUTH 44°01'12" WEST ALONG THE COMMON BOUNDARY OF SAID PARCELS 2 AND 4 FOR A DISTANCE OF 259.10 FEET TO A COMMON INTERIOR CORNER OF SAID PARCELS 2 AND 4, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF PARCEL 3

(RECORD OF SURVEY 5218);

THENCE LEAVING THE COMMON BOUNDARY OF SAID PARCELS 2 AND 4 AND CONTINUING SOUTH 44°01'12" WEST ALONG THE COMMON BOUNDARY OF SAID PARCELS 2 AND 3 FOR A DISTANCE OF 204.97 FEET;

THENCE LEAVING THE COMMON BOUNDARY OF SAID PARCELS 2 AND 3, SOUTH 45°01'45" EAST, 113.00 FEET;

THENCE NORTH 44°01'12" EAST, 317.04 FEET;

THENCE SOUTH 45°01'45" EAST, 319.78 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID WEST GRANDRIDGE BOULEVARD, SAID POINT BEING 31.00 FEET NORTHWESTERLY OF THE CENTERLINE THEREOF, WHEN MEASURED AT RIGHT ANGLES OR RADIALLY;

THENCE NORTHEASTERLY, ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID WEST GRANDRIDGE BOULEVARD, ALONG THE ARC OF A 969.00-FOOT RADIUS, NON-TANGENT CURVE TO THE LEFT (THE RADIUS OF WHICH BEARS NORTH 52°09'25” WEST) THROUGH A CENTRAL ANGLE OF 22°27'07" FOR AN ARC LENGTH OF 379.71 FEET, THE LONG CHORD OF WHICH BEARS NORTH 26°37'01" EAST, 377.29 FEET TO THE POINT OF BEGINNING AND THE END OF THIS LEGAL DESCRIPTION.

CONTAINING: 3.50 ACRES, MORE OR LESS.

ALSO TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS APPARENT OR OF RECORD,

is hereby found surplus to the present and reasonably anticipated future needs of the City of Kennewick; and

BE IT FURTHER RESOLVED that City staff is authorized to enter into private negotiations upon such terms and conditions as may be mutually agreed upon; and

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized to sign a Statutory Warranty Deed, conveying said property upon reaching a mutual agreement.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 3rd day of September, 2019, and signed in authentication of its passage this 3rd day of September, 2019.

Attest:

STEVE LEE, Mayor Pro Tem

TERRI L. WRIGHT, City Clerk

RESOLUTION NO. 19-20 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington, this 4th day of September, 2019.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

Council Agenda Coversheet				
Agenda Item Number	7.b.	Council Date	09/03/2019	Consent Agenda ☐
Agenda Item Type	Contract/Agreement/Lease			Ordinance/Reso ☐
Subject	Three Rivers Entertainment District Agreement			Public Mtg / Hrg ☐
Ordinance/Reso #		Contract #		Other ☒
Project #		Permit #		Quasi-Judicial ☐
Department	City Attorney			

Recommendation

Authorize the Mayor to sign Purchase and Sale Agreement between the City of Kennewick and A-1 Pearl, LLC.

Motion for Consideration

I move to authorize the Mayor to sign Purchase and Sale Agreement between the City of Kennewick and A-1 Pearl, LLC for the purpose of a public private partnership for the expansion of the Three Rivers Convention Center, the construction of a second hotel connected to the expansion, as well as the construction of complimentary mixed use facilities.

Summary

See attached Summary.

Alternatives

None recommended.

Fiscal Impact

$486,883.

Through	Bonnie Lanning Aug 29, 11:32:31 GMT-0700 2019
Dept Head Approval	Lisa Beaton Aug 29, 12:01:49 GMT-0700 2019
City Mgr Approval	Marie Mosley Aug 30, 09:49:42 GMT-0700 2019

Attachments: Summary, Agreement, Talking Points, Presentation

☐ **Recording Required?**

SUMMARY

During the August 27, 2019, Workshop, city staff, the Kennewick Public Facilities District and the private development team of A-1 Pearl, LLC presented Council with information on a unique opportunity for a public/private development partnership at the Three Rivers Entertainment District campus. The presentation outlined the project vision, the public and private investment components, economic impacts, the complimentary nature of this project to the Entertainment District vision as well as Vista Vision, and the financing needed to accomplish this partnership and spur economic development efforts in the center of our community.

The framework for the project would provide for the expansion to the Convention Center and performing arts theater with a connecting hotel and a separate retail component. An additional phase by the developer would create residential, commercial (offices/retail), public park, water features, and boardwalk. The public investment in the Convention Center expansion is necessary to retain some of the larger conventions in the Tri-Cities that have a significant economic impact on our community and to attract new conventions that are currently too large for the current space. This expansion would be the catalyst to support an additional hotel, included in the project.

A Purchase and Sale Agreement is the necessary first step in furthering this partnership. If approved by Council, the subsequent steps will be the due diligence period provided to both parties to ensure viability of the project and will require coordinated effort for the private and public entities to work simultaneously to secure the financing and jointly begin the construction of the expansion, hotel and retail component of the project.

By way of background, the Kennewick Public Facilities District, with the support of the City, previously asked the voters to support a project for an expansion of the Three Rivers Convention Center, connection to the Toyota Center and a performing arts theater. In each of those efforts, the voters were asked to increase the sales tax rate by 2/10% to support the repayment of the financing for the project. The citizens rejected those measures and the feedback we received was that the community did not support the sales tax increase and felt there needed to be private development involved in the project.

In response to the feedback received from the community, we have been working as a team on the specific details for over a year and on a conceptual partnership for at least three years. The project components, partnership, financing and timing seem to be in alignment to be able to provide a tremendous asset and spur further private investment.

For Council's review and approval is a purchase and sale agreement for the sale of property adjacent to the Convention Center and Toyota Center, approximately 3.56 acres to A-1 Pearl, LLC for the development of a hotel to be connected to the expanded Convention Center. In addition, the Agreement grants to the Purchaser an Option to purchase the adjacent property for phase two of the project which involves residential and commercial features. The sales price is $7.00 per square foot for both properties. The Agreement provides for a redevelopment credit towards the purchase price for a net purchase price of approximately $3.00 per square foot for the property for phase I and $5.00 per square foot for the option on the adjacent property. The Agreement contains a 24- month due diligence period to allow the parties time to secure the financing needed for the private and public portions of the phase I project.

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (hereinafter "Agreement") is entered into on this ____ day of September, 2019, between the City of Kennewick, a municipal corporation (hereinafter "Seller" or "City") and A-1 Pearl, LLC and/or assignee (hereinafter "Purchaser") for establishing the terms and conditions for the sale of real property (hereinafter "Parcel A") totaling approximately 3.56 acres (155,269 sq. ft.) legally described as set forth in Exhibit A and an Option to Purchase real property (hereinafter "Parcel B") which is described as set forth in Exhibit B.

RECITALS

WHEREAS, Seller is the owner of real property located in Benton County, Washington, which real property is described more particularly in Exhibit A and Exhibit B; and

WHEREAS, Seller wishes to sell Parcel A and an Option to Purchase Parcel B, for the purposes of a public private partnership for the expansion of the Three Rivers Convention Center, the construction of a second hotel connected to the expansion, as well as the construction of complimentary mixed use facilities. Purchaser wishes to purchase such property under certain terms and conditions as set forth below; NOW, THEREFORE,

The parties covenant and agree as follows:

1. Purchase and Sale. Seller agrees to sell, and Purchaser agrees to purchase:

   (a) That certain parcel of real property described in Exhibit A which is attached hereto and incorporated herein by reference, hereinafter referred to as Parcel A.

   (b) All development rights relating to Parcel A; (i) all rights to obtain utility service in connection with the real property; (ii) assignable licenses and other governmental permits and permissions relating to the real property and the operation thereof.

   (c) The land, improvements, and appurtenances which constitute Parcel A are hereafter collectively defined as the "Real Property." All of the Property described in Exhibit A is hereinafter collectively referred to as "Parcel A."

   (d) In addition to the sale of Parcel A, the Seller hereby grants the Purchaser an Option to Purchase Parcel B which is approximately 235,000 square feet in size, and described in Exhibit B which is also attached and incorporated herein by reference. The Option granted herein will be for a term of five years commencing upon the closing of Parcel A. During the five-year term of the Option, the Seller agrees to make available and the Purchaser will have the right to purchase Parcel B for $7.00 per square feet for the sum of $1,645,000, to be readjusted based on $7.00 per square foot of the property described in Exhibit B, minus a redevelopment credit of $450,000, the net amount thereof being the Purchase Price, the actual purchase price will be based off the final acreage mutually agreed upon by Seller and Purchaser. The Parties agree that under no circumstances shall the net amount of the Purchase Price due from Purchaser to Seller pursuant to this Option exceed $5.00 per square foot of the property legally described in Exhibit B and should impact fees, latecomers fees or other City related fees increase prior to Closing, the redevelopment fee shall be increased to compensate for that so that the net Purchase Price does not exceed this agreed maximum. Purchaser may exercise the Option when the funding is secured by the Purchaser to build three residential towers with 800 units with full amenities on Parcel B.

(e) If the conditions listed in Section 3 of this Agreement are met, the Purchaser intends to construct on Parcel A, a high quality convention hotel facility, a retail structure and required surface parking for these new facilities.

2. <u>Purchase Price and Method of Payment</u>. The purchase price for Parcel A is $1,086,883, which is calculated at $7.00 per square foot, to be readjusted based on $7.00 per square foot of the property legally described in Exhibit A, less a redevelopment fee of six hundred thousand dollars ($600,000), the net amount thereof being the Purchase Price. The Seller represents that the Property totals approximately 155,269 square feet (3.56 acres). The Parties agree that under no circumstances shall the net amount of the Purchase Price due from Purchaser to Seller, pursuant to this Agreement, exceed $3.00 per square foot of the property legally described in Exhibit A and should impact fees, latecomers fees or other City related fees increase prior to Closing, the redevelopment fee shall be increased to compensate for that so that the net Purchase Price does not exceed this agreed maximum.

The price for the Option to Purchase Parcel B is $5,000.

Escrow. Within 30 days following execution of this Agreement the Purchaser will deposit $5,000 in earnest money for the purchase of Parcel A, and an additional $5,000 for the Option to Purchase Parcel B, in escrow with Chicago Title Company which the parties have agreed will act as the closing agent.

3. <u>Conditions for Closing Sale</u>. The Purchaser and Seller agree to a 24-month due diligence period which will commence upon the effective date of this Agreement and that closing for the sale of Parcel A and the Option to Purchase Parcel B is contingent upon the following:

(a) Purchaser and Seller agree that closing of the sale of Parcel A and the Option to Purchase Parcel B noted above is contingent upon the Purchaser acquiring the EB-5 and bank financing necessary to construct at its sole cost the project described as follows; (1) a seven-story high quality convention hotel facility, equivalent to an upper mid-scale hotel; (2) a retail structure of approximately 40,000 square feet; and (3) the required surface parking to support these additional structures with a reciprocal parking agreement with the City and related to the Convention Center expansion parcel, in a form reasonably acceptable to both Parties. The hotel facility will provide a restaurant, spa, outdoor swimming pool and other associated amenities. If the Purchaser is unsuccessful in acquiring the funds necessary to construct its share of the project, this Agreement shall terminate.

(b) The parties agree financing for the expansion of the Convention Center can occur only through a vote of the City Council. The parties agree that if Seller does not secure the financing for the public portion of the project within 12 months of the execution of this Agreement, and Purchaser elects to purchase Parcel A, the Purchaser may construct the retail structure and the required parking first and delay construction of the hotel facility until such a time as the Seller secures its financing for the Convention Center expansion. The parties agree that if Parcel A is sold to Purchaser without the Seller securing financing for the public portion of the project prior to closing, Parcel A will be conveyed subject to a deed restriction limiting the use of the property to only the hotel connected to the future expansion of the Convention Center, the 40,000 square foot retail structure, and the required parking as depicted in Exhibit C. The Parties agree the deed restriction will be in effect for a period of 12 months. If within 12 months of closing, the Seller is unable to secure the financing for the expanded Convention Center, the Seller agrees to remove the deed restriction for Parcel A. If the Seller removes the deed restriction, the Purchaser will be under no obligation from that point forward to construct a hotel on Parcel A and the parties agree they will work together to modify the Purchaser's master plan for the redevelopment of Parcel A with uses which are complimentary to a future expansion of the Convention Center.

(c) Purchaser and Seller agree that closing for Parcel A, and the Option to Purchase Parcel B, is also contingent upon the parties executing the following Agreements:

(i) A Development Agreement to control the construction of the various phases of the project; and

(ii) A Reciprocal Parking Agreement to address the parking for the new structures as well as the shared parking for the Three Rivers Entertainment campus.

If the parties fail to execute either of these two Agreements before the expiration of the due diligence period, the proposed sale will not proceed to closing and this Agreement shall terminate.

4. <u>Termination, Indemnification, Defense and</u> <u>Hold Harmless</u>. In the event this Agreement is terminated for failure to meet the conditions noted in Section 3(a) or (c), the Purchaser and Seller agree to the following terms: The Purchaser accepts the risk associated with obtaining the EB-5 and bank financing it requires to fund its share of the project. Purchaser acknowledges that by entering into this Purchase and Sale Agreement, the Seller is not agreeing to pay for or share in the debt or costs incurred by the Purchaser to obtain its financing. The Purchaser and Seller agree that if this Purchase and Sale Agreement is terminated for failing to meet the contingencies listed in paragraphs 3(a)or (c), the Purchaser will defend, indemnify and hold harmless the Seller against any claims related to any debt or contract obligations incurred by the Purchaser to acquire funding.

The Seller agrees to hold the Purchaser harmless and each party will be responsible for their own costs incurred both prior to and during the 24-month due diligence period. Upon termination of this Agreement, the Purchaser's sole remedy will be the refund of its earnest money deposit and payment for the Option to Purchase Parcel B.

5. Survey. The Seller shall, at Seller's expense, within 45 days following the execution and delivery of the Purchase and Sale Agreement to the Title Company, provide a current survey acceptable to both Purchaser and Title Company. The purchase price is based on the Seller's representation that the area of Parcel A is 155,269 square feet.

6. Title and Preliminary Commitment.

(a) Title to Parcel A is to be insurable at closing under terms of the title policy required to be delivered by Seller under the terms hereof. All title insurance charges for the policy referenced in paragraph 6(b) below in the amount of the purchase price shall be paid by Seller, except for the cost of any special endorsements requested by Purchaser and cancellation fees shall be paid by Purchaser.

(b) Within 45 days from the last party's execution of this Agreement, Seller shall furnish Purchaser with a preliminary report/commitment from Chicago Title for an ALTA owner's extended coverage policy of title insurance with respect to the Real Property, together with a copy of each document forming the basis for each exception referenced therein. Purchaser shall advise Seller of any title objections after its receipt of the report/commitment or its receipt of any supplement thereto reflecting the Escrow Agent's receipt and review of the survey necessary to remove all survey exceptions or conditions in the title commitment. If within 45 days after its notice to Seller, Purchaser has not received evidence satisfactory to it that such unsatisfactory items can and will be removed at or prior to closing at Seller's sole cost and expense, then Purchaser may elect to (i) terminate this Agreement and receive a full refund of the deposit, (ii) waive such defects, or (iii) continue this Agreement in effect pending their removal. Removal of unsatisfactory items or their waiver shall be a condition of closing. If Purchaser does not make an election within 45 days of its notice to Seller, Purchaser shall be deemed to have waived the defects.

7. Inspection Period:

(a) Between the effective date of this Agreement and closing, or the earlier termination of this Agreement, Purchaser and its authorized agents, contractors, and consultants, shall have the right to go upon Parcel A at reasonable times for the purpose of inspecting each and every part thereof to determine its present condition and, at Purchaser's sole cost and expense, to prepare such reports, tests, and studies as Purchaser deems appropriate, including, but not limited to, surveys, soil tests, engineering studies and environmental tests. Before conducting any invasive or intrusive testing such as borings or test holes, Purchaser shall give Seller at least 48 hours prior written notice, and shall coordinate the date and time of such testing to enable Seller's representatives and/or consultants to be present to take duplicate samples and record the methods used by the Purchaser's consultants. The Purchaser's inspection period shall not exceed 24 months from the effective date of the Agreement unless otherwise agreed to by both parties in writing.

(b) Purchaser agrees to repair any damage to Parcel A resulting from any activities of Purchaser or its agents or consultants on the property before closing. Purchaser agrees to defend, indemnify and hold the Seller harmless from any and all damages, expenses, claims, or liabilities (including, but not limited to, attorney's fees and costs) arising out of any activities of Purchaser or its agents or consultants on or about Parcel A before closing, except to the extent that the same results from the Seller's negligence. Purchaser shall not be liable for any inspection claim resulting from Purchaser's discovery of any pre-existing condition (including, but not limited to, the existence of any hazardous materials) in, on, under or about Parcel A or any exacerbation of a pre-existing condition in, on, under or about Parcel A, except to the extent that the exacerbation results from the negligent act or omission of Purchaser or its agents or consultants.

(c) Within 45 days following the last party's execution of this Agreement, Seller shall provide Purchaser with the title commitment described in paragraph 6 above, together with all relevant documents relating to Parcel A, including, but not limited to, copies of all easement, parking, service, maintenance or management agreements with respect to all or portions of Parcel A; and all existing surveys, soil studies, engineering studies, environmental studies and other reports and studies relating to Parcel A or its use or development in the possession of Seller.

(d) Purchaser shall have 24 months from the date the last party executes this Agreement (the "Due Diligence Period") within which to conduct an examination of Parcel A, including examinations of title, engineering tests, soils tests, water percolation tests, ground water tests, environmental examinations, market studies, appraisals, and any other tests or inspections which Purchaser shall have deemed necessary or desirable for the purpose of determining whether Parcel A is suitable for uses permitted in the Commercial Regional zone. On or before the expiration of the Due Diligence Period, the Purchaser shall notify Seller in writing, with a copy to Escrow Agent, whether Purchaser intends to purchase Parcel A or terminate this Agreement. If the contingencies in Section 3 of this Agreement have been met and Purchaser elects to purchase Parcel A, then the Due Diligence Period shall terminate and Purchaser's obligation to purchase and Seller's obligation to sell the Property shall remain, subject to the other terms and conditions of this Agreement. If Purchaser elects not to purchase Parcel A, then this Agreement shall be void and of no further force and effect, and the deposit shall be returned to Purchaser. In the event Purchaser fails to notify Seller in writing of its election to purchase Parcel A or terminate this Agreement prior to the expiration of the Due Diligence Period, then Purchaser shall be deemed to have elected to terminate this Agreement.

8. Pro-rations. Real Property taxes, water and other utility costs for the month of closing, shall be prorated as of closing.

9. Possession. Purchaser shall be entitled to possession of Parcel A at closing, subject only to the rights, if any, of tenants in possession under any leases.

10. Closing. Subject to the removal of contingencies described in Section 3, the sale shall be closed in escrow with the Escrow Agent within 45 days following the removal of contingencies. At closing Seller will deposit in escrow a duly executed statutory warranty deed covering Parcel A; a FIRPTA affidavit; such agreements, if any, as may be necessary to resolve any contingencies; and all other documents and monies required of it to close this transaction in accordance with the terms hereof. All such documents shall be in form satisfactory to Seller's and Purchaser's respective counsel.

11. Closing Costs. Seller shall pay excise, transfer, sales and other taxes incurred in connection with the sale, the title insurance premium for the owner's extended coverage title policy (together with all related abstracting, documentation and report charges and attorneys' fees), recording fees on the deed and assignments and one-half of the escrow fee. Purchaser shall pay one-half of the escrow fee (excluding cancellation charges). Purchaser will pay the fees of experts retained by it. Each party shall bear its own attorneys' fees, except as otherwise expressly provided herein.

12. Reversionary Clause and Right to Reclaim Parcel A.

(a) Parcel A is being sold to Purchaser in anticipation of the construction of a Full Service Hotel to support an expanded Three Rivers Convention Center as described in Section 3, a retail structure and the required parking for Purchaser's facilities, consistent with the architectural renderings attached to this Agreement as Exhibit C.

(b) If Seller is able to secure the financing for the expansion of the Convention Center as described in Section 3(b), the parties agree to abide by the following reversionary provision:

(i) If the Purchaser does not complete construction of the Hotel and obtain a Certificate of Occupancy within 60 months of closing, the Seller reserves the right to reclaim title to Parcel A. The Seller will not assume any liability for expenses incurred by Purchaser in conducting this transaction. Purchaser agrees to reconvey title to the Seller within 90 days of receipt of notification of Seller's decision to seek reconveyance of Parcel A, and the Seller will refund the original purchase price to the Purchaser. This reversionary right is exclusive to the Seller and shall be exercised at the sole discretion of the Seller. This reversionary right survives 60 months after closing or until such time as Certificate of Occupancy is obtained, whichever is earlier. The Seller shall be under no obligation to exercise this reversionary right. This reversionary clause shall survive the delivery of the Deed, but shall automatically lapse upon expiration of the time periods herein and Seller shall execute such further documents as Purchaser shall request to release same.

(c) If Parcel A is sold to the Purchaser without the Seller securing financing for the expansion of the Convention Center as described in Section 3(b) the parties agree to abide by the following reversionary provision:

(i) If within 12 months of closing on Parcel A the Seller secures the financing to construct the public portion of the project, it will notify the Purchaser of its intent to proceed with construction of the Convention Center expansion. The Purchaser will then have 18 months to submit plans and apply for a building permit to construct the hotel which will be connected to the expanded portion of the Convention Center. If the Purchaser fails to obtain a building permit for the hotel within 18 months, the Seller reserves the right to reclaim title to Parcel A. Purchaser agrees to reconvey title to the Seller within 90 days of receipt of notification of Seller's decision to seek reconveyance of Parcel A, and the Seller will refund the original purchase price to the Purchaser. This reversionary right is exclusive to the Seller and shall be exercised at the sole discretion of the Seller. This reversionary right survives sixty (60) months after closing or until such time as the Purchaser obtains a building permit for the hotel at which time such right expires and is of no effect.

13. Counterparts. This Agreement may be signed in counterparts which, taken together, shall constitute the complete Agreement.

14. Actions During Term. During the term hereof, Seller shall not enter into any lease or other agreement affecting Parcel A or Parcel B or its operation, or modify, extend or otherwise change the terms of any lease or other agreement affecting the Property or its operation or otherwise permit any change in the status of title to the Property without Purchaser's prior written consent.

15. Seller's Warranties; Indemnity. Seller makes the following representations and warranties, which shall be deemed remade as of the closing date:

(a) The Property and improvements are not in violation of any applicable covenant, condition or restriction or any applicable statute, ordinance, regulation, order, permit, rule or law, including, without limitation, any building, private restriction, zoning or environmental restriction.

(b) Other than the obligations noted in Sections 3 and 12, there are no obligations in connection with the Property, which will be binding upon Purchaser after closing other than liability for the payment of real estate taxes and utility charges.

(c) There are no claims, actions, suits or governmental investigations or proceedings existing or, to the best of Seller's knowledge, threatened against or involving Seller or the Property (including, without limitation, any condemnation or eminent domain proceeding or matter related to the formation of or assessment by a local improvement district) and Seller has received no written notice thereof.

(d) All insurance policies now maintained on the Property will be kept in effect, up to and including the closing. Seller has received no notice from any insurance company or rating organization of any defects in the condition of the Property or of the existence of conditions which would prevent the continuation of existing coverage or would increase the present rate of premium.

(e) Subject to the Reciprocal Parking License Agreement, the Property has full and free access to and from the nearest presently existing public highways, streets or roads adjoining or situated on the Property subject to location review and approval by the City Traffic Engineer which shall not be unreasonably withheld.

(f) There are no leases affecting the Property.

(g) All such representations and warranties shall be reaffirmed by Seller as true and correct as of the Closing Date and shall survive the Closing for a period of two (2) years.

If, prior to closing, Seller becomes aware of any fact or circumstance which would change a representation or warranty, then Seller will immediately give notice of such changed fact or circumstance to Purchaser, but such notice shall not relieve the Seller of its obligations hereunder.

16. Environmental Indemnification.

(a) Seller will defend, indemnify, and hold Purchaser and its partners, agents and employees and assignee (collectively, the “Indemnified Parties”) harmless from and against any and all claims, obligations, damages, causes of action, costs and expenses, losses, fines, penalties, and liabilities, including, without limitation, attorneys’ fees and costs, imposed upon or incurred by or asserted against an Indemnified Party arising out of or in connection with the occurrence of any of the following: (i) prior to closing: (A) any Environmental Matter affecting or relating to the Property arising out of Seller’s use and ownership of the Property; or (B) any violation of any Environmental Law by Seller with respect to the Property; and (ii) subsequent to closing: (C) the manufacture, storage, sale, use, disposal, release, or discharge of Hazardous Substance in, on or under the Property by Seller; or (D) any violation of any Environmental Law by Seller with respect to the Property. Seller shall also be responsible for all costs, expenses, fines, and penalties arising out of or in connection with the investigation, removal, remediation, clean-up, and restoration work resulting from the matters described in the preceding sentence. Seller’s obligations under this Section 16 shall survive closing.

(b) “Environmental Laws” shall mean any federal, state or local laws, ordinance, permits or regulations, or any common law, regarding health, safety, radioactive materials or the environment, including but not limited to, the following federal statutes: Clean Air Act (42 U.S. C. §§ 7401 et seq.) ("CAA"), Clean Water Act (33 U.S.C. §§ 1251 et seq.) ("CWA"), Resource Conservation and Recovery Act (42 U.S.C. §§ 6091 et seq.) ("RCRA"), Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. §§ 9601 et seq.) ("CERCLA"), Emergency Planning and Community Right-To-Know Act (41 U.S.C. §§ 11001 et seq.) ("EPCRA"), Safe Drinking Water Act (42 U.S.C. §§ 300f et seq.) ("SDWA"), Hazardous Material Transportation Act of 1975 (49 U.S.C. §§ 1801 et seq.) ("HMTA"), Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.) ("TSCA"), Endangered Species Act of 1973 (16 U.S.C. §§ 1531 et seq.) ("ESA"), Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §§ 136 et seq.) ("FIFRA"), the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.) ("OSHA"), the Washington Model Toxics Control Act (RCW Chapter 70.150D) ("MTCA"), or the Hazardous Waste Management Act (RCW Chapter 70.105) ("HWMA"), each as amended, and any regulations promulgated thereunder, guidance and directives issued with respect thereto, or policies adopted by the applicable authorities thereunder.

(c) "Hazardous Substances" shall mean: (i) any radioactive materials; (ii) any substance or material the transportation, storage, treatment, handling, use, removal or release of which is subject to any Environmental Law; or (iii) any substance or material for which standards of conduct are imposed under any Environmental Law. Without limiting the generality of the foregoing, "Hazardous Substances" shall include: asbestos and asbestos-containing materials (whether or not friable); urea-formaldehyde in any of its forms; polychlorinated biphenyls; oil, used oil; petroleum products and their by-products; lead-based paint; radon; and any substances defined as "hazardous waste," "hazardous substances," "pollutants or contaminants," "toxic substances," "hazardous chemicals," "hazardous pollutants," or "toxic chemicals "under the CAA, CWA, RCRA, CERCLA, EPCRA, SDWA, HMTA, TSCA, OSHA, MTCA or HWMA.

(d) "Environmental Matter" shall mean any of the following: (i) the release of any Hazardous Substance on or at the Property or any other property; (ii) the migration of any Hazardous Substance onto or from the Property; (iii) the environmental, health or safety aspects of transportation, storage, treatment, handling, use or release, whether any of the foregoing occurs on or off the Property, of Hazardous Substances in connection with the operations or past operations of the Property; (iv) the violation, or alleged violation with respect to the Property, of any Environmental Law, order, permit or license of or from any governmental authority, agency or court relating to environmental, health or safety matters; (v) the presence of any underground storage tanks within the confines of the Property; (vi) the presence of wetlands within the confines of the Property; (vii) the presence of any endangered species on, in or around the Property; or (viii) soil, groundwater and surface conditions on, in or around the Property which may have an adverse affect upon the use or value of the Property.

17. Costs and Expenses. Except as otherwise expressly provided herein, each party hereto will bear its own costs and expenses in connection with the negotiation, preparation and execution of this Agreement and other documentation related hereto and in the performance of its duties hereunder.

18. Notices. All notices provided for herein may be delivered in person, sent by commercial overnight courier, telecopied or mailed by U.S. registered or certified mail, return receipt requested, and, if mailed, shall be considered delivered three business days after deposit in such mail. The addresses to be used in connection with such correspondence and notices are the following, or such other address as a party shall from time-to-time direct:

Seller:	City of Kennewick P.O. Box 6108 Kennewick, WA 99336 Attn: Marie Mosley, City Manager Fax: (509) 584-4445
Purchaser:	A-1 Pearl, LLC 21505 Cottonwood Drive Richland, WA 99352 Attn: Vijay Patel, Manager Fax: (509)

19. Miscellaneous.

(a) Further Documentation. Each of the parties agree to execute, acknowledge, and deliver upon request by the other party, any document which the requesting party reasonably deems necessary or desirable to evidence or effectuate the rights herein conferred or to implement or consummate the purposes and intents hereof, so long as such imposes no different or greater burden upon such party than is otherwise imposed hereunder.

(b) Headings. The headings in this Agreement are for convenience only and do not in any way limit or affect the terms and provisions hereof.

(c) Calculation of Time Periods. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday. The final day of any such period shall be deemed to end at 5 p.m., Pacific Time.

(d) Time of Essence. Time is of the essence of this Agreement.

(e) Gender. Wherever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of certain genders shall be deemed to include either or both of the other genders.

(f) Exhibits. The Exhibits referred to herein and attached to this Agreement are incorporated herein as if set forth in full.

(g) Unenforceability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the remainder of such provision or any other provisions hereof.

(h) Amendment, Modifications. This Agreement may not be altered, amended, changed, waived, terminated or modified in any respect or particular unless the same shall be in writing and signed by or on behalf of the party to be charged therewith.

20. Attorneys' Fees. If any lawsuit or arbitration arises in connection with this Agreement, the substantially prevailing party therein shall be entitled to receive from the losing party, the substantially prevailing party's costs and expenses, including reasonable attorneys' fees incurred in connection therewith, in preparation therefore and on appeal therefrom, which amounts shall be included in any judgment entered therein.

21. Waiver. No waiver of or change in any terms of this Agreement shall be binding on Seller unless in writing signed by the Seller.

22. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington.

23. Facsimile Signatures. Each party (a) has agreed to permit the use, from time-to-time and where appropriate, of telecopied signatures in order to expedite the transaction contemplated by this Agreement; (b) intends to be bound by its respective telecopied signature; (c) is aware that the other will rely on the telecopied signature; and (d) acknowledges such reliance and waives any defenses to the enforcement of the documents effecting the transaction contemplated by this Agreement based on the fact that a signature was sent by telecopy.

24. No Third Party Rights. No party, other than the Seller and Purchaser described in this Agreement has any rights or remedies under this Agreement.

25. Non-Assignment. In as much as the Seller is relying on the experience, skill, judgment and qualifications of Purchaser, the Purchaser may not assign its rights, or delegate its obligations under this Agreement without prior written consent of the Seller, which shall not be unreasonably withheld.

26. Entire Agreement. This Agreement and the exhibits hereto constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, express or implied, and all negotiations or discussions of the parties, whether oral or written, and there are no warranties, representations or agreements among the parties in connection with the subject matter hereof except as set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates noted below.

PURCHASER

A-1 Pearl, LLC.

Date:______________________, 2019 By: ______________________________________
VIJAY PATEL, Manager

SELLER

CITY OF KENNEWICK

Date:_____________________, 2019 By:____
STEVE LEE, Mayor Pro Tem

Approved as to form:

____
LISA BEATON, City Attorney

STATE OF WASHINGTON)
) ss.
County of Benton)

On the _____ day of September, 2019 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared STEVE LEE, to me known to be the Mayor Pro Tem of the City of Kennewick, Washington, the corporation that executed the within and 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 he is authorized to execute said instrument and that the seal affixed is the corporate seal of the City of Kennewick.

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 Expires: ____________.

STATE OF WASHINGTON)
) ss.
County of Benton)

On the _____ day of September, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared VIJAY PATEL to me known to be the Manager of A-1 Pearl, LLC. that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated he is authorized to execute said instrument and that the seal affixed is the corporate seal of said limited liability company.

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 Expires: ______________.

Exhibit A

EXHIBIT A

LOT 2 LEGAL DESCRIPTION AFTER ADJUSTMENT
(A PORTION OF PARCELS 2 AND 4, RECORD OF SURVEY 5218)

A PARCEL OF LAND LOCATED IN A PORTION OF PARCELS 2 AND 4, ACCORDING TO RECORD OF SURVEY 5218, RECORDED IN VOLUME 1 OF SURVEYS, PAGE 5218, RECORDS OF BENTON COUNTY, WASHINGTON LYING IN A PORTION OF THE WEST-HALF OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 29 EAST, WILLAMETTE MERIDIAN, CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY NORTHEAST CORNER OF SAID PARCEL 2, SAID POINT BEING THE POINT OF BEGINNING OF THE LOT TO BE DESCRIBED, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID PARCEL 4 AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF WEST GRANDRIDGE BOULEVARD THAT IS 31.00 FEET WESTERLY OF THE CENTERLINE THEREOF, WHEN MEASURED AT RIGHT ANGLES OR RADIALLY;

THENCE LEAVING THE WESTERLY RIGHT-OF-WAY LINE OF SAID WEST GRANDRIDGE BOULEVARD, NORTH 69°20'09" WEST, 348.43 FEET;

THENCE SOUTH 44°01'12" WEST, 67.68 FEET TO A COMMON INTERIOR CORNER OF SAID PARCELS 2 AND 4;

THENCE CONTINUING SOUTH 44°01'12" WEST ALONG THE COMMON BOUNDARY OF SAID PARCELS 2 AND 4 FOR A DISTANCE OF 259.10 FEET TO A COMMON INTERIOR CORNER OF SAID PARCELS 2 AND 4, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF PARCEL 3

(RECORD OF SURVEY 5218);

THENCE LEAVING THE COMMON BOUNDARY OF SAID PARCELS 2 AND 4 AND CONTINUING SOUTH 44°01'12" WEST ALONG THE COMMON BOUNDARY OF SAID PARCELS 2 AND 3 FOR A DISTANCE OF 204.97 FEET;

THENCE LEAVING THE COMMON BOUNDARY OF SAID PARCELS 2 AND 3, SOUTH 45°01'45" EAST, 113.00 FEET;

THENCE NORTH 44°01'12" EAST, 317.04 FEET;

THENCE SOUTH 45°01'45" EAST, 319.78 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID WEST GRANDRIDGE BOULEVARD, SAID POINT BEING 31.00 FEET NORTHWESTERLY OF THE CENTERLINE THEREOF, WHEN MEASURED AT RIGHT ANGLES OR RADIALLY;

THENCE NORTHEASTERLY, ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID WEST GRANDRIDGE BOULEVARD, ALONG THE ARC OF A 969.00-FOOT RADIUS, NON-TANGENT CURVE TO THE LEFT (THE RADIUS OF WHICH BEARS NORTH 52°09'25" WEST) THROUGH A CENTRAL ANGLE OF 22°27'07" FOR AN ARC LENGTH OF 379.71 FEET, THE LONG CHORD OF WHICH BEARS NORTH 26°37'01" EAST, 377.29 FEET TO THE POINT OF BEGINNING AND THE END OF THIS LEGAL DESCRIPTION.

CONTAINING: 3.50 ACRES, MORE OR LESS.

ALSO TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS APPARENT OR OF RECORD.

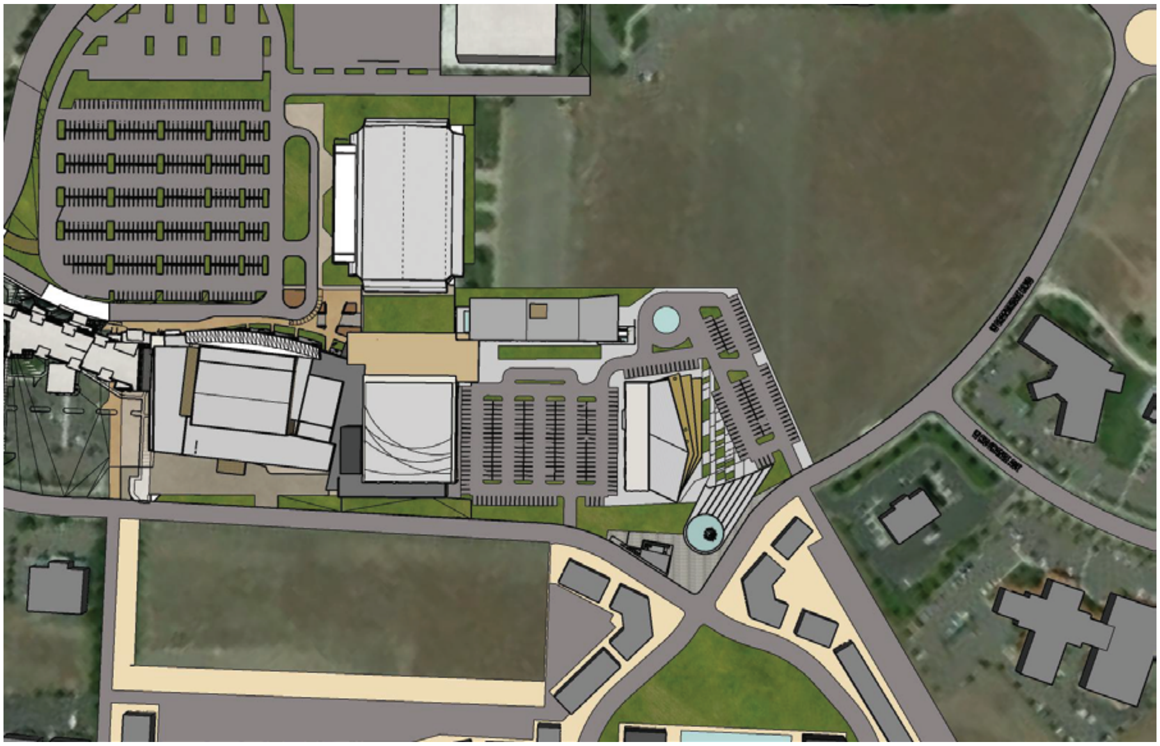
Exhibit B

EXHIBIT B (1 of 1)

Exhibit C

EXHIBIT C (1 OF 2)

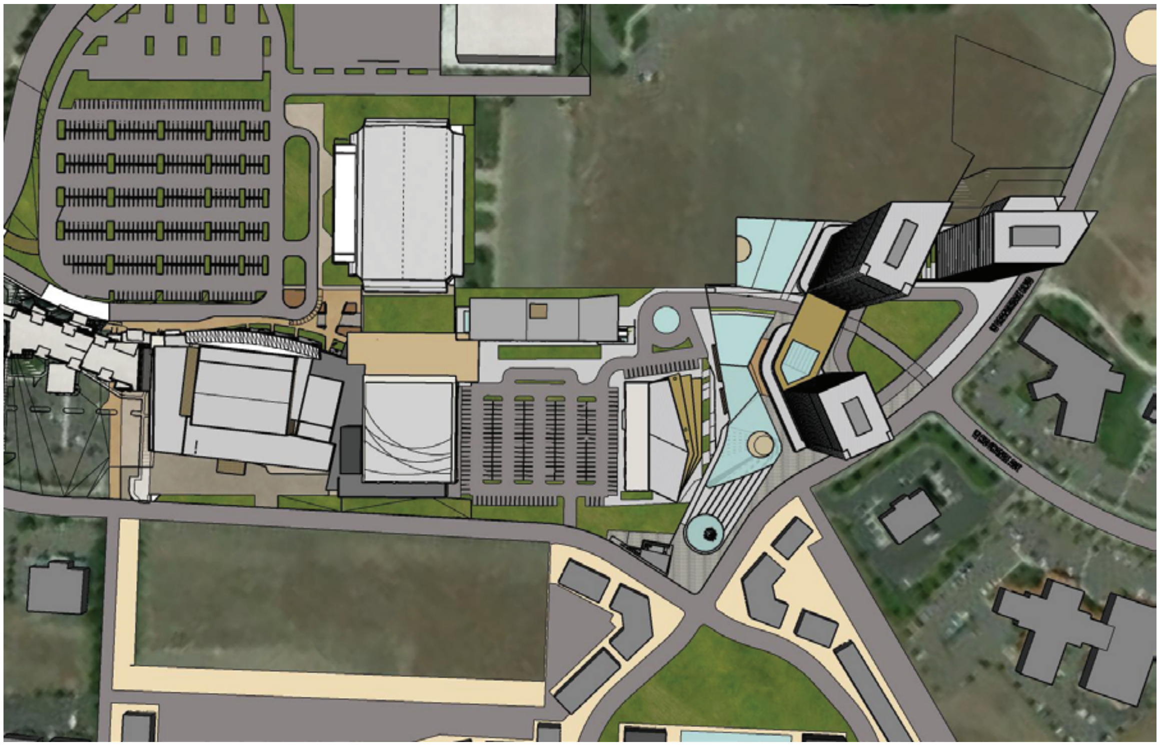
Phase I Site Plan Aerial



Phase I Site Plan Ortho View

EXHIBIT C (2 OF 2)

Phase I and II Site Plan Aerial



Phase I and II Site Plan Ortho View

Public/Private Partnership Opportunity Talking Points

Conventions, conferences, and trade shows at the Three Rivers Convention Center (TRCC) have a significant economic impact on our community – **currently over $21 million in direct spending and an overall economic impact to the community of over $31 million**.

- In recent years, 4 major groups (WA Assoc. of Sheriffs and Police Chiefs, Pacific Northwest Clean Water Assoc., WA School Nutrition Assoc., and WA Career & Technical Sports Medicine Assoc.) have all outgrown the TRCC space with an estimated loss of **$1.45 million** in overall economic impact to the community.
- 5 other major groups have continued to grow and have indicated they will need to seek another location without an expansion. The current total economic impact of just these 5 groups totals over **$6.7 million**.
- There are approximately 20 other groups and associations that the TRCC has been unable to accommodate and would be able to attract with the expansion. The economic impact these groups would have on our community, based on their current attendees and convention days, would exceed **$11 million**.
- The general consensus of the meeting planners who come to the Tri Cities, is that they love the area and what we have to offer from shops and restaurants to the Carousel of Dreams and Water to Wine Cruise. The only short fall is the size of the TRCC.
- The following information was reported in Visit Tri-Cities' 2019 Tourism Promotion Area Marketing Plan:

  Larger conventions that make up the clientele for the Convention Center are outgrowing the existing space at the same time neighboring communities are trying to woo them with recently renovated and expanded products.

  The results of the 2019 marketing survey sent to hotels that collect tourism promotion assessments (hotels with more than 40 rooms) showed that 100% of respondents rated group business as either important (6.25%) or very important (93.75%). The direction was clear: "We want more conventions and sports tournaments." The biggest challenge in growing the number and types of conventions that take place in the Tri-Cities is due to the capacity constraints of the Three Rivers Convention Center. Many of the existing groups such as the Washington Wine Growers, the Washington-Oregon Potato Conference and the Washington State Tree Fruit Association have expressed that they are outgrowing the current facilities; while other groups such as Washington Association of School Business Officials (with 580 delegates), Pacific Northwest Clean Water Association (with 800 delegates) and Washington Association of Career & Technical Education (with 600 delegates) have large events and the existing facilities are not adequate for them to even consider the Tri-Cities as a destination. There is an urgent need to expand the convention center.

Public Project Description

The current size of the Three Rivers Convention Center is 75,000 square feet (21,600 square foot great hall; break out rooms, and 14,000 square foot foyer). This estimated $35 million project would add approximately 65,000 square feet and additional parking:

- Nearly 33,000 SF Exhibition Hall Expansion.
- 2,000 seat flex-space Performing Arts Theater.
- 11,000 SF Convention Center & Theater lobby with new box office.
- 13,850 SF back of house space.

Private Project Description - Phase I

- $50 Million investment in the community.
- Acquisition of approximately 3.5 acres of COK land adjacent to the Convention Center.
- Finance and construct a high quality, 7-story convention hotel equivalent to an upper mid-scale hotel with an attached spa and outdoor pool.
- Determine feasibility of adding an outdoor wedding venue area to the hotel.
- Finance and construct an approximately 40,000 SF retail building.
- Finance and construct required surface parking to support the new hotel and retail.

Questions & Answers

Q: Why do we need it?

- Increased Quality of Life in having performing arts venue to attract Broadway style shows and other major entertainment attractions.
- Nearly **$20 million** in potential economic impact to the community just in retaining current conventions that are quickly outgrowing the existing space and the ability to attract new conventions (nearly $7 million in existing conventions outgrowing space and $13 million in attracting new conventions and bringing back those that already outgrew the existing space).
- Small businesses and retailers will benefit from increased spending on food, lodging, and other goods.
- To compete with other markets (Spokane, Yakima, Vancouver, Wenatchee, & Boise) in attracting new events that could be accommodated with expansion.
- Increased operational efficiencies at the Three Rivers Campus.
- The project will generate tourism, which equates to economic development to support our growing economy.
- Population is a key factor to support a convention facility. In a market analysis and feasibility study provided this year to the TRCC (Johnson Consulting), the growth numbers for the Tri-Cities will be 7.8% between 2018-2023 putting our regional population at nearly 312,000 by 2023. Growth forecasts for population within 1, 2, and 3-hour drive times are also extremely healthy with nearly 1 million within a 2-hour drive time and over 2 million within a 3-hour drive time. This provides significant potential for an expanded TRCC as we continue to grow as a hub for the greater region.
- This project would be a catalyst for complementary investment in this area and support the community-wide vision and desire for priority regional projects. Expansion of the TRCC and a Performing Arts Center have continued to be identified as top community priorities.

Q: What is the proposed private development for Phase II?

- Would be a $160 Million Dollar Investment in the community.
- Phase 2 consists of 5 components: Residential, Commercial (Offices/Retail), Public Park, Water Features, and Boardwalk.
- 3 Residential Towers with 800 quality condominium units with full amenities including reception area, exercise facility, swimming pool, sauna, storage units, and garden/BBQ area.
- 250,000 to 300,000 sq. ft. of high-end shopping, restaurants, and offices on first 2 levels of the mixed-use development.
- Underground parking for residents with key card access.
- One level of paid public parking / guest parking with validation.
- State-of-the-Art water features with public sitting areas throughout the campus.
- Boardwalk with designated spots for vendors for weekend market.

Q: What are the timing constraints for the developer on this project?

- There were recent changes in the EB5 program and after November 21st, there is a significant increase in the amount EB5 investors are required to invest.
- The developer already has EB5 investors lined up who are ready to invest. The project will first need to be approved for EB5 funding and investor applications would then have to be submitted by the November deadline to qualify under the current requirements.

Q: How will this impact the Vista Field vision?

- Project will support Council's priorities in the areas of Economic Development and Quality of Life and support the opportunity center established by Council in Vista Field to improve and connect the Entertainment District to Vista Field.
- Council's opportunity centers provide the vision to work on recruitment, retention and expansion of business in our community.
- This entire area of Kennewick is the epicenter of the Tri-Cities. We also have a strong working partnership with the Port of Kennewick and this project directly complements the community's vision for the future of Vista Field.

Q: What are some of the projected economic benefits of this project?

- Nearly **$20 million** in potential economic impact just in retaining current conventions that are quickly outgrowing the existing space and the ability to attract new conventions.
- Over **$1 million** estimated one-time local sales tax revenue (nearly $450K to City) from Phase I Construction of Hotel & Retail Center.
- Estimated annual local sales tax revenue from Hotel **$105,000** ($42,500 to City).
- Additional sales tax revenue from retail center.
- **$3.3 million** one-time local sales tax revenue from Phase II construction ($1.4 million to City).
- **$420,000** in annual property taxes from an estimated $210 million in assessed valuation.
- Potential for up to **$200,000** in new hotel/motel taxes.
- **Catalyst project** for additional new development.

Q: Why do this project if rejected by the voters?

- We continue to hear from our community that they do support projects that have private investment.
- We have a unique opportunity for synergy between this public and private partnership to successfully move both projects forward without a sales tax increase – **preserving the 2/10% voter sales tax authority for future opportunities**.
- This project also provides the ability to reinvest existing capital dollars, that are currently being allocated to the Three Rivers Campus, back into this campus to continue implementation of the vision of the Entertainment District.
- Success of both the private and public projects are interdependent - an expanded convention center needs added convention hotel space to be successful and a new convention hotel cannot move forward without the additional convention space.
- Substantial new sales tax and lodging tax dollars generated by the new hotel will be reinvested into the local economy.
- This public/private partnership opportunity will provide significant economic benefits to our local economy and create new jobs.
- Both projects will create job opportunities and economic development within a federally designated Qualified Census Tract – which are eligible for development incentives including New Markets Tax Credit, Opportunity Zone Financing, and Community Development Financial Institution Bond Guarantee Program.

Q: How does this project compare to what was previously presented to the voters?

- 2013 - $20 million expansion (to double size of the convention center was the language). Improvements to the convention center were to include adding 40,000 square feet of exhibit hall space.
- 2016 – $35 Million that included 50,000 square feet of additional exhibit hall space, 30,000 square foot lobby, 2,300-seat theater, and arena renovations.
- 2017 – $45 Million that included 110,000 square foot expansion of the convention center, a 2,300-seat theater, added parking (1,000 spaces), arena renovations, and a new youth ice rink.

Q: What types of new shows/performances will the new 2,000-seat theater be able to attract?

- The new theater is designed for Broadway-style shows. The theater will significantly increase the theater experience over what can currently be provided in the Toyota Arena.
- Having a dedicated theater provides the opportunity for showing runs of 3-5 days.
- A dedicated theater space also means increased efficiency to not having to turn over the venue between a theater set-up and hockey.
- The theater is not designed for a large concert venue. For our market-size, an arena with seating for 10,000 would be optimum and would attract the majority of available concerts and other performances. This market is not quite large enough to support, *throughout the year,* a 20,000 seat arena that would be needed to attract "A+" acts like a Tim McGraw/Faith Hill performance for example.

Q: Does this project include any upgrades for the Toyota Arena?

- This project does not include upgrades to the Toyota Arena.
- The nearly $5 million in recent investment at the arena ($3.6M ice plant; 800K for video boards; and 500K for new lighting) does complement the vision for the campus.

Q: Will there be new parking added?

- New parking will be added by both parties to support both the private and public portions of the development.
- The actual number of required spaces would be finalized during design.

Q: What about commitment from Springhill Suites to expand by 50 rooms?

- Additional 50 rooms will still not be sufficient to meet the demand of an expanded convention center.
- Commitment from Springhill Suites for the additional rooms does not expire.

PUBLIC / PRIVATE PARTNERSHIP OPPORTUNITY

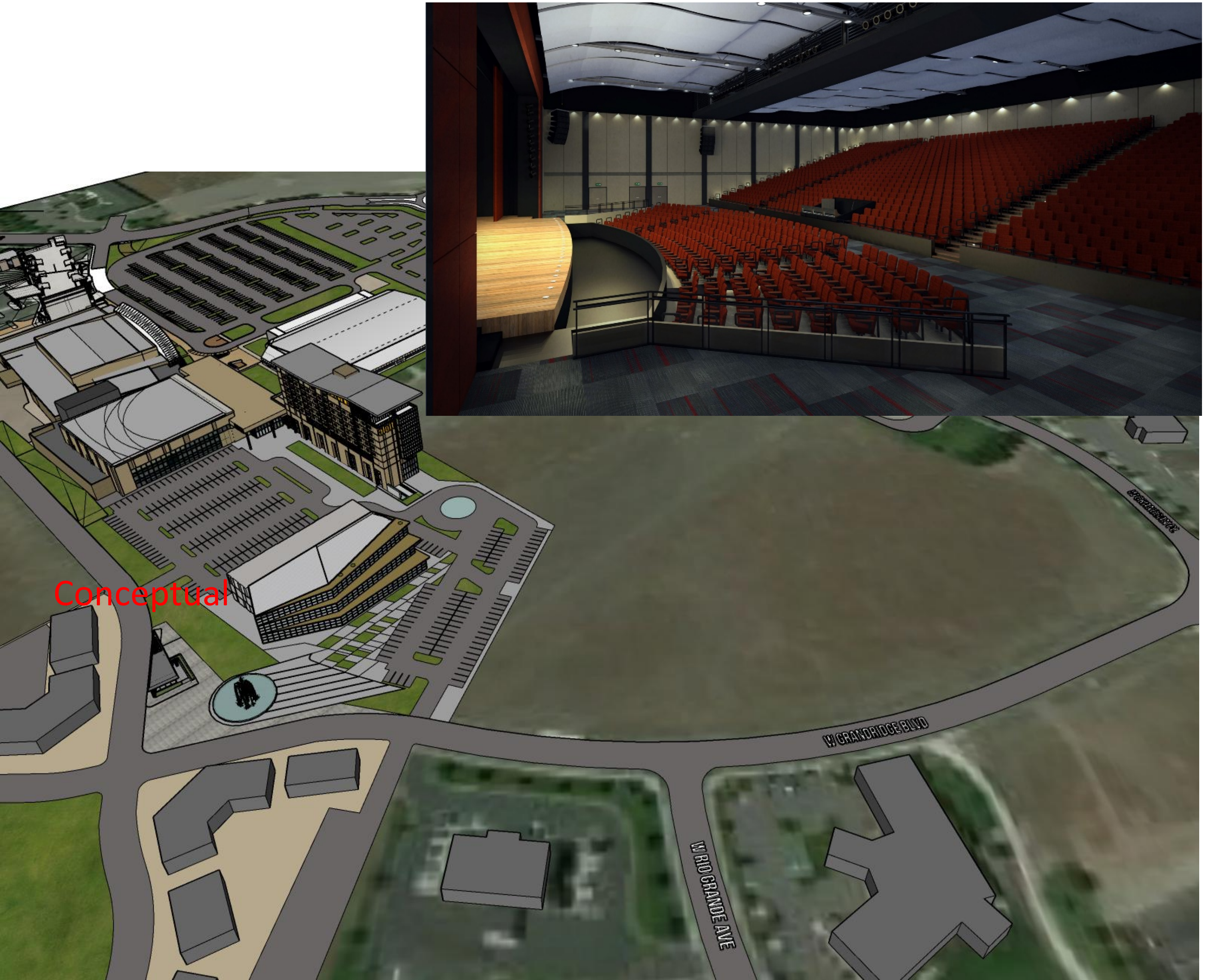
Council Workshop Presentation 08/27/2019

Conventions, conferences, and trade shows currently have an overall economic impact to the community of over $31 million.

- Nearly **$20 million** in potential economic impact just in retaining current conventions that are quickly outgrowing the existing space and the ability to attract new conventions.
- Potential for **$210 million** in private investment.
- **Catalyst project** for new development.
- **2/10% voter sales tax authority preserved** for future opportunities.
- Supports the **community-wide vision** and desire for priority regional projects.
- Substantial **new sales tax and lodging tax dollars** would be reinvested into the local economy.

PHASE I

$85 Million Investment



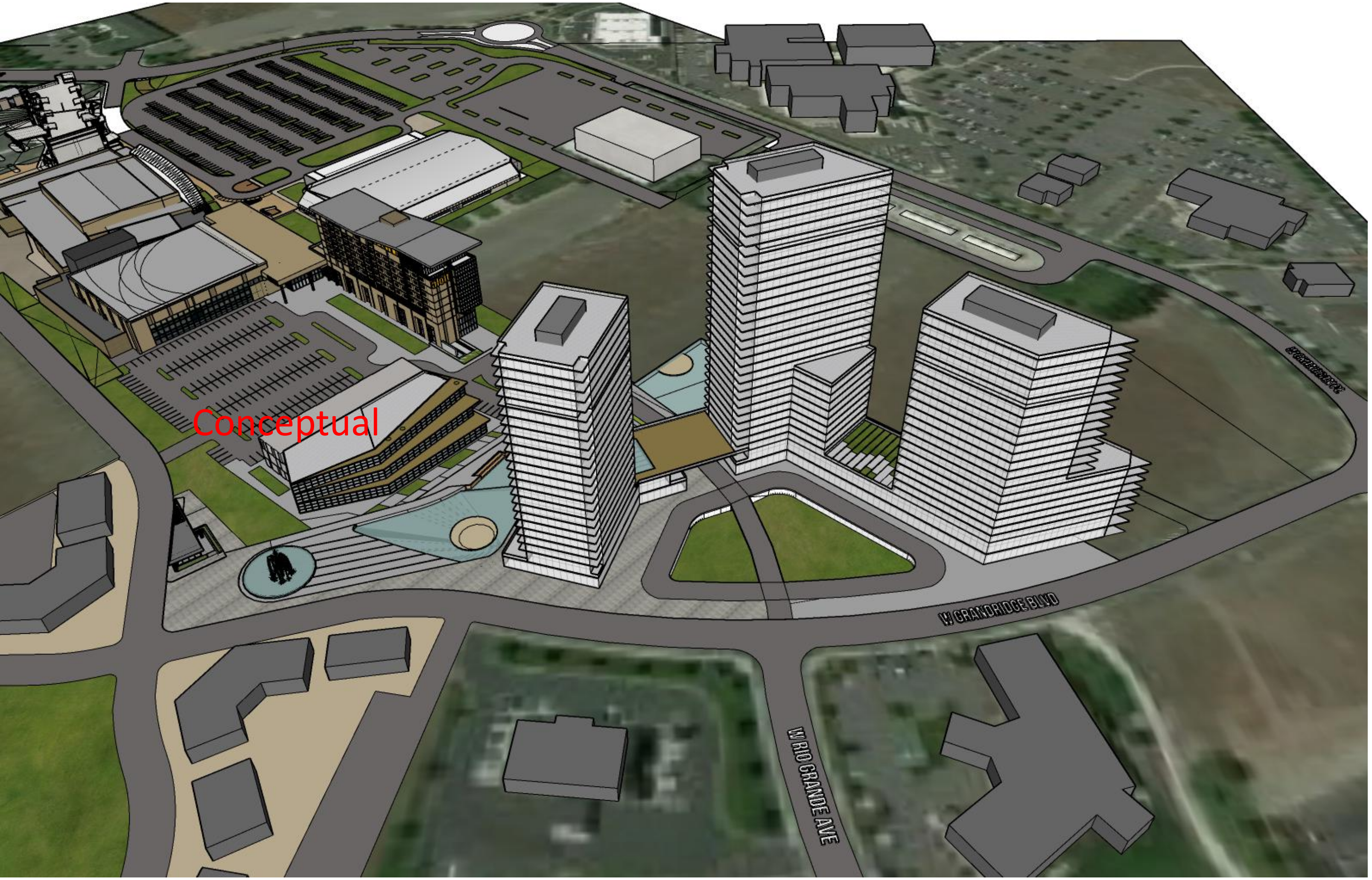
Public Portion

- $35 Million investment
- Nearly 33,000 SF Exhibition Hall Expansion.
- 2,000 seat flex-space Performing Arts Theater.
- 11,000 SF Convention Center & Theater lobby with new box office.
- 13,850 SF back of house space.
- Provide the required parking to support the Convention Center Expansion.

Private Portion

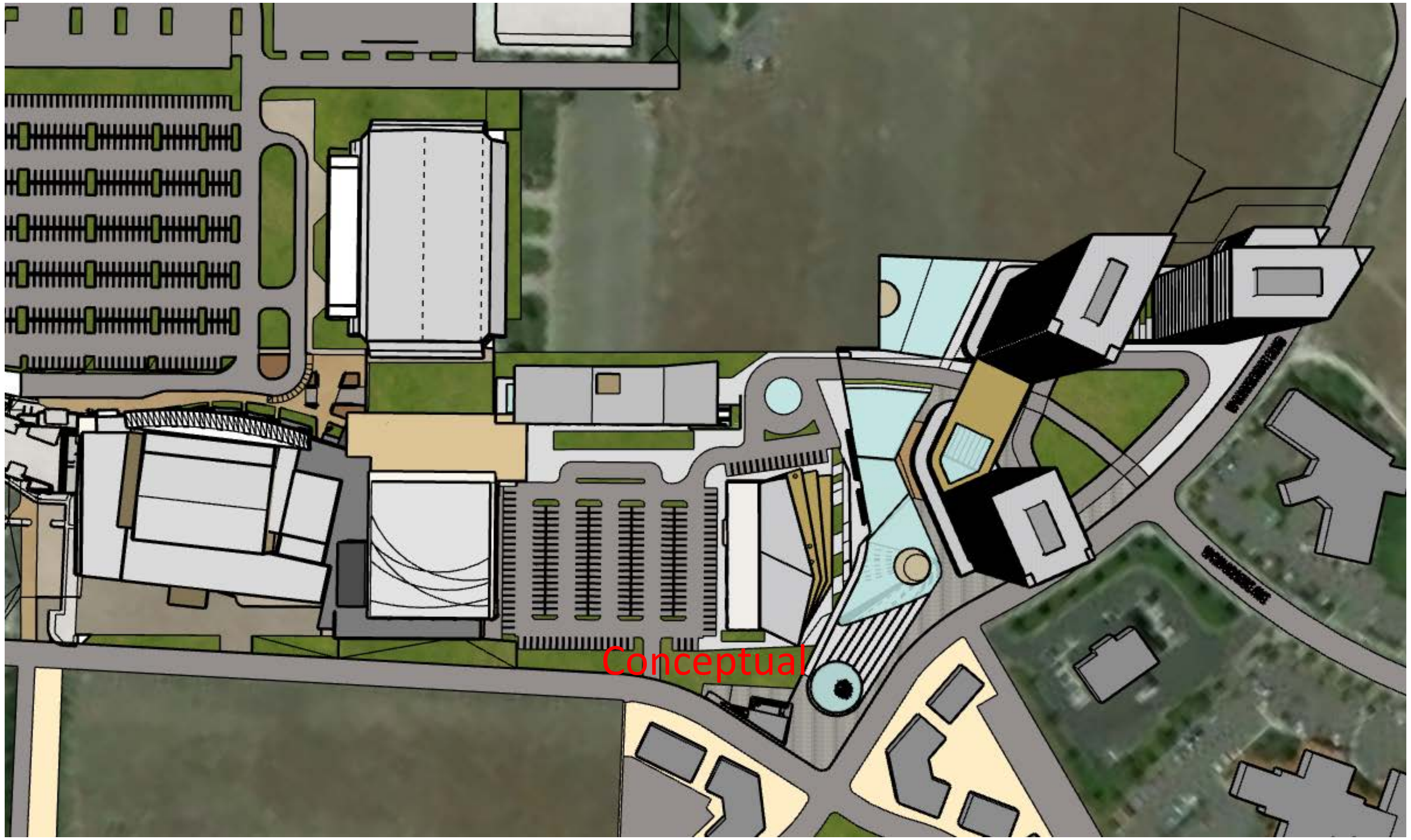
- $50 Million investment.
- Acquisition of approximately 3.5 acres of COK land adjacent to the Convention Center.
- Finance and construct a high quality, 7-story convention hotel equivalent to an upper mid-scale hotel with restaurant, spa and outdoor pool.
- Finance and construct an approximately 40,000 SF retail building.
- Provide the required surface parking to support the new hotel and retail space.

PHASE II $160 Million Investment



- 5 components: Residential, Commercial (Offices/Retail), Public Park, Water Features, and Boardwalk.
- 3 Residential Towers with 800 quality condominium units with full amenities including reception area, exercise facility, swimming pool, sauna, storage units, and garden/BBQ area.
- 250,000 to 300,000 sq. ft. of high-end shopping, restaurants, and offices on first 2 levels of the mixed-use development.
- Underground parking for residents.
- One level of paid public parking / guest parking with validation.
- State-of-the-Art water features with public areas.
- Boardwalk with designated spots for vendors for weekend market.

ADDITIONAL ECONOMIC IMPACTS FROM PRIVATE INVESTMENT



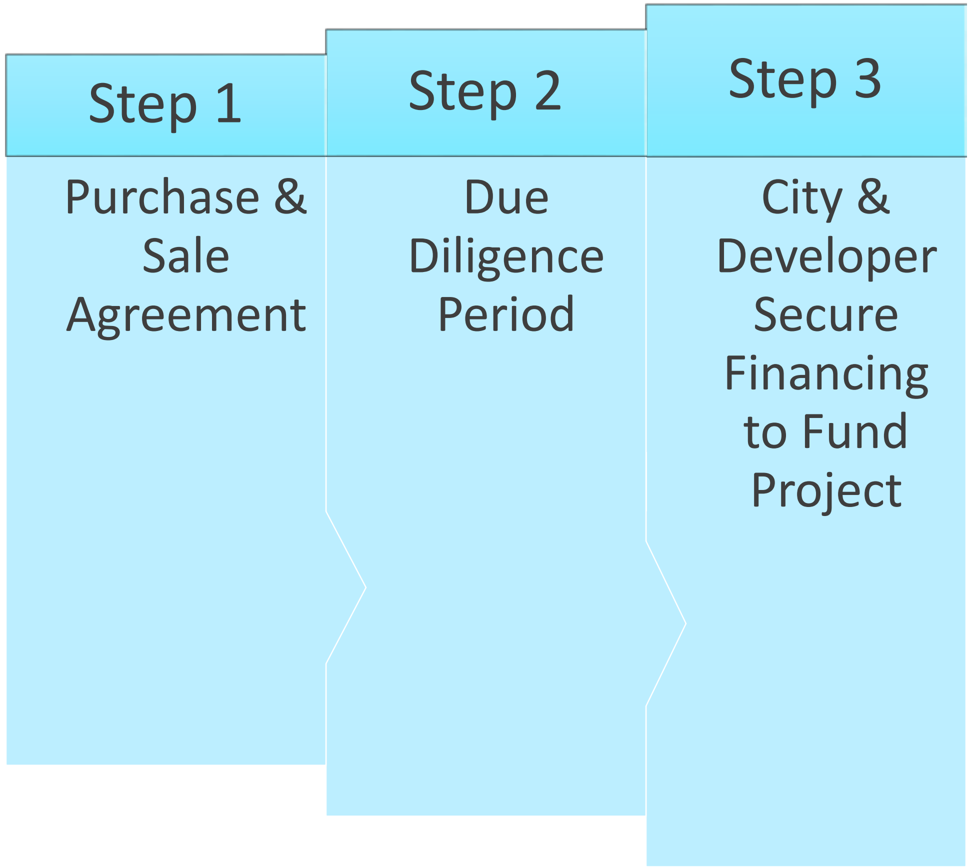
- Over **$1 million** estimated one-time local sales tax revenue (nearly $450K to City) from Phase I Construction of Hotel & Retail Center.
- Estimated annual local sales tax revenue from Hotel **$105,000** ($42,500 to City).
- Additional sales tax revenue from retail center.
- **$3.3 million** one-time local sales tax revenue from Phase II construction ($1.4 million to City).
- **$420,000** in annual property taxes from an estimated $210 million in assessed valuation.
- Potential for up to **$200,000** in new hotel/motel taxes.

VISTA VISION

- Project will support Council's priorities in the areas of Economic Development and Quality of Life.
- Supports the opportunity center established by Council in Vista Field to improve and connect the Entertainment District to Vista Field.
- Council's opportunity centers provide the vision to work on recruitment, retention and expansion of business in our community.
- This entire area of Kennewick is the epicenter of the Tri-Cities.
- Strong partnership with the Port of Kennewick and this project directly complements the community's vision for the future of Vista Field.

FIRST STEPS

- Purchase & Sales Agreement is a Commitment by Both Parties to Construct Components as Detailed
- Due Diligence Period to Ensure Viability of Project
- Individual Financing Commitment by Both Parties Required



QUESTIONS?

City Council Meeting Schedule October 2019

October 1, 2019		
	Tuesday, 6:30 p.m.	REGULAR COUNCIL MEETING
October 8, 2019		
	Tuesday, 6:30 p.m.	WORKSHOP MEETING 1. Trios Health Care Update – Lee Kerr 2. Committee Updates
October 15, 2019		
	Tuesday, 6:30 p.m.	REGULAR COUNCIL MEETING
October 22, 2019		
	Tuesday, 6:30 p.m.	WORKSHOP MEETING 1. Trios Health Care Update – John Solheim 2. Historic Downtown Partnership Update 3. Visit Tri-Cities Annual Update 4. TRIDEC Update 5. Columbia Gardens Partnership
October 29, 2019		NO MEETING SCHEDULED

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