



CITY COUNCIL REGULAR MEETING AGENDA
December 7, 2021 at 6:30 p.m.
City's Website

City Council temporarily designated the location for regular, special and study session meetings to a virtual location until termination of the state of emergency or until rescinded.

The City of Kennewick broadcasts City Council meetings on the City's website at <https://www.go2kennewick.com/CouncilMeetingBroadcasts>. The City will be providing options for citizen comment via Zoom and the City's website (see more information under Visitors on the agenda.)

1. CALL TO ORDER

Roll Call/Pledge of Allegiance/Welcome

HONORS & RECOGNITIONS

- Retiree Recognition – Jackie Aman 29-years

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 November 16, 2021.
- b. (1) Motion to approve Claims Roster - None.
(2) Motion to approve to approve the Claims Roster for the Columbia Park Golf Course Account for October 2021.
(3) Motion to approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for September 2021.
- c. Motion to approve Payroll Roster for November 15, 2021.
- d. Motion to approve the 2022 Lodging Tax Funding Recommendations as submitted by the City's LTAC.
- e. Motion to authorize the City Manager to sign the Local Agency Agreement Supplement #2 to purchase signal equipment for the P2012 Steptoe St & Gage Blvd project.
- f. Motion to authorize the City Manager to sign service agreements with the Northwest HIDTA contractors.
- g. Motion to approve and authorize the Mayor and City Manager to sign the International Union of Operating Engineers, Local #280 Collective Bargaining Agreement.
- h. Motion to award Contract P1932-21 (Water Pump Station Meter & Zone 1 PRV Replace) to Ray Poland & Sons Inc. in the amount of \$364,872.11, plus a 10% construction contingency amount of \$36,500 for a total amount of \$401,372.11.
- i. Motion to accept the work of Sharpe & Preszler Construction Co. for Contract P1936-21, Canal Drive Sewer Replacement Project, in the amount of \$437,389.78.

4. VISITORS

The City asks all members of the public that would like to comment on any agenda item not covered under a public hearing, to please fill out an online form at <https://www.go2kennewick.com/VisitorsComments> no later than 4:30 p.m. on Monday, December 6th to be included in the Council packet.

Interested parties may also submit written comments to P.O. Box 6108, Kennewick, WA 99336; or e-mail clerkinfo@ci.kennewick.wa.us no later than 4:30 p.m. on Monday, December 6th to be included in the Council packet.

If you wish to comment under the Visitors section during the meeting, please register at https://us02web.zoom.us/webinar/register/WN_13TiY5pDRD2myD-XhwyoQ. Registrations must be received by 4:00 p.m. on Tuesday, December 7th.

5. ORDINANCES/RESOLUTIONS

- a. Ordinance 5952: Amending KMC 2.04.075 Council Salaries
- b. Ordinance 5954: Amending KMC 4.02.080 and 4.02.110 Hearing Examiner
- c. Ordinance 5955: Amending KMC 4.08.430 Administrative Appeals
- d. Ordinance 5956: Remote Attendance Policy
- e. Resolution 21-14: Council Electronic Signatures
- f. Ordinance 5957: Change of Zone (COZ) 21-10 from Residential, Suburban (RS) to Public Facility (PF) at 7001 W 13th Ave
- g. Ordinance 5958: Change of Zone (COZ) 21-11 from Commercial, Community (CC) to Residential, High at 9496 W. Clearwater Ave.

6. PUBLIC HEARINGS/MEETINGS

7. NEW BUSINESS

- a. Public Facility Renaming

8. UNFINISHED BUSINESS

9. COUNCIL COMMENTS/DISCUSSION

10. ADJOURNMENT

CITY OF KENNEWICK
CITY COUNCIL
Regular Meeting
November 16, 2021

1. CALL TO ORDER

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

Meeting was conducted through an online, virtual meeting platform. Councilmembers and staff joined remotely. City Council temporarily designated the location for regular, special and study session meetings to a virtual location until termination of the state of emergency or until rescinded.

City Council and Staff Present:

Mayor Pro Tem Steve Lee	Marie Mosley	Emily Estes-Cross	Randy Maynard
John Trumbo	Anthony Muai	Ken Hohenberg	Matt Towne
Bill McKay	Christina Palmer	Chad Michael	Eric Hanson
Chuck Torelli	Lisa Beaton	Evelyn Lusignan	
Jim Millbauer	Cary Roe	Corey Osborn	
Brad Beauchamp	Terri Wright	Bruce Mills	
Mayor Don Britain	Dan Legard	Krystal Townsend	

Mr. Millbauer led the Pledge of Allegiance.

HONORS & RECOGNITIONS

- Retirees Recognition - Matthew Towne 28-years and Eric Hanson 30-years

Mayor Britain read the retirement plaque words and thanked Mr. Towne for his 28-years of service. Mr. Towne was in attendance and said a few words.

Mayor Britain read the retirement plaque words and thanked Mr. Hanson for his 30-years of service. Mr. Hanson was in attendance and said a few words.

2. APPROVAL OF AGENDA

Mr. Torelli moved, seconded by Mayor Pro Tem Lee to approve the Agenda as presented. The motion passed unanimously.

3. APPROVAL OF CONSENT AGENDA

- Minutes of Regular Meeting of November 2, 2021.
- (1) Motion to approve Claims Roster for October 2021.
- Motion to approve Payroll Roster for October 31, 2021.
- Motion to authorize the City Manager to sign the Quit Claim Deed for the Drainage Easement at 5514 S. Newport Pl.

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

4. VISITORS

Skip Novakovich, 110 N. Cascade St, Kennewick – Spoke in support of Marie Mosley as City Manager.

City Clerk Wright read a letter of support for Marie Mosley sent in by Bill Lampson, 607 E. Columbia Dr, Kennewick. This letter was sent to the Clerk's Office and was requested to be read to Council during the visitors section of the agenda.

5. ORDINANCE/RESOLUTIONS

- (1) Ordinance 5947: Adding KMC 4.13 Mitigation of Development Impacts

(2) Ordinance 5948: Adding KMC 5.56.065 Required Public and Private Improvements. Bruce Mills, Deputy Public Works Director reported on both items.

ORDINANCE NO. 5947

AN ORDINANCE RELATING TO MITIGATION OF DEVELOPMENT IMPACTS ADDING SECTION 4.13 TO THE KENNEWICK MUNICIPAL CODE

Mayor Pro Tem Lee moved, seconded by Mr. Torelli to adopt Ordinance No. 5947. The motion passed unanimously.

ORDINANCE NO. 5948

AN ORDINANCE RELATING TO REQUIRED PUBLIC AND PRIVATE IMPROVEMENTS ADDING SECTION 5.56.065 TO THE KENNEWICK MUNICIPAL CODE

Mr. Torelli moved, seconded by Mayor Pro Tem Lee to adopt Ordinance No. 5948. The motion passed unanimously.

- b. Ordinance 5953: Repealing Appendices A7 through A-11 in Shoreline Master Plan KMC 18.68. Anthony Muai, Planning Director reported.

ORDINANCE NO. 5953

AN ORDINANCE RELATING TO SHORELINE MANAGEMENT AND REPEALING APPENDICES A-7 THROUGH A-11 OF THE SHORELINE MASTER PROGRAM (KMC 18.68)

Mayor Pro Tem Lee moved, seconded by Mr. Torelli to adopt Ordinance No. 5953. The motion passed unanimously.

6. PUBLIC HEARINGS/MEETINGS

- a. 2022 HUD Draft Annual Action Plan. Alisha Piper, Community Development Coordinator reported.

Public hearing was opened at 7:01 p.m.

Ron Hue, CDBG Chairman – spoke in support of the draft plan.

Public hearing was closed at 7:03 p.m.

Mr. Torelli moved, seconded by Mayor Pro Tem Lee to approve the 2022 Draft Community Development Block Grant Annual Action Plan and funding recommendation as prepared by the CDBG Committee and Staff. The motion passed unanimously.

- b. Ordinance 5949: Right-of-Way Vacation at 1026 and 1048 N. Lincoln St. Bruce Mills, Deputy Public Works Director reported.

Public hearing was opened at 7:18 p.m.

City Clerk Wright read a letter submitted by Michael McClure, 6027 W. Okanogan Lp, Kennewick opposing the vacation of the right-of-way.

City Clerk Wright read the online public hearing comment form submitted by John Purcell, 6003 W. Okanogan Lp opposing the vacation of the right-of-way.

Brian Davidson, 6028 W. Okanogan Lp, registered to speak but was not able to hear the prompt to comment.

Public hearing was closed at 7:23 p.m.

ORDINANCE NO. 5949

AN ORDINANCE RELATING TO VACATION OF STREET RIGHT-OF-WAY ON A PORTION OF PUBLIC RIGHT-OF-WAY ABUTTING 1026 AND 1048 NORTH LINCOLN STREET

Mr. Torelli moved, seconded by Mayor Pro Tem Lee to adopt Ordinance No. 5949. The motion passed 6 to 1. Mayor Britain opposed.

- c. Resolution 21-12: Developer Preliminary Latecomers Reimbursement Agreement for Colorado St Utilities. Bruce Mills, Deputy Public Works Director reported.

Public hearing was opened and closed at 7:33 p.m. No public testimony provided.

RESOLUTION NO. 21-12

A RESOLUTION APPROVING A DEVELOPER PRELIMINARY LATECOMERS REIMBURSEMENT AGREEMENT FOR COLORADO STREET UTILITIES

Mr. Torelli moved, seconded by Mayor Pro Tem Lee to adopt Resolution No. 21-12. The motion passed unanimously.

- d. Ordinance 5950: Mid-Biennium Review and Budget Adjustment. Dan Legard, Finance Director reported.

Public hearing was opened and closed at 7:40 p.m. No public testimony provided.

ORDINANCE NO. 5950

AN ORDINANCE PROVIDING FOR MODIFICATION OF THE 2021/2022 BIENNIAL BUDGET

Mayor Pro Tem Lee moved, seconded by Mr. Torelli to adopt Ordinance No. 5950. The motion passed unanimously.

- e. Ordinance 5951: 2022 Property Tax Levy. Dan Legard, Finance Director reported.

Public hearing was opened and closed at 7:45 p.m. No public testimony provided.

ORDINANCE NO. 5951

AN ORDINANCE PROVIDING FOR A PROPERTY TAX LEVY IN THE CITY OF KENNEWICK FOR THE YEAR 2022 IN ACCORD WITH STATE LAW

Mr. Torelli moved, seconded by Mayor Pro Tem Lee adopt Ordinance No. 5951. The motion passed unanimously.

7. NEW BUSINESS

- a. City Manager's Performance Review

Mayor Britain moved, seconded by Mayor Pro Tem Lee to waive the executive session and discuss the City Manager's performance in an open public meeting.

The motion passed 4 to 3. Mr. Trumbo, Mr. McKay and Mr. Beauchamp opposed.

Council discussed the City Manager's performance at length.

Mayor Britain moved, seconded by Mr. Millbauer to authorize a 5% salary adjustment for the City Manager effective January 1, 2022 based on achievement of goals and overall performance.

Council discussion ensued.

The motion passed 4 to 3. Mr. Trumbo, Mr. McKay and Mr. Beauchamp opposed.

8. UNFINISHED BUSINESS - None

9. COUNCIL COMMENTS/DISCUSSION

Council members reported on their respective activities.

10. ADJOURNMENT

Meeting adjourned at 9:12 p.m.

Terri L. Wright, CMC
City Clerk

Council Agenda Coversheet



Agenda Item Number	3.b.(2)	Council Date	12/07/2021
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 October 2021.

Motion for Consideration

I move to approve the Claims Roster for the Columbia Park Golf Course Account for October 2021 in the amount of \$31,812.65, comprised of check numbers 2650-2653 in the amount of \$5,376.04 and electronic transfers in the amount of \$26,436.61.

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 \$31,812.65.

Through

Denise Winters
Nov 29, 08:21:57 GMT-0800 2021

Dept Head Approval

Dan Legard
Nov 29, 14:55:12 GMT-0800 2021

City Mgr Approval

Marie Mosley
Dec 03, 14:08:39 GMT-0800 2021

Attachments: Roster

☐ Recording
Required?

COLUMBIA PARK GOLF COURSE FUND

CHECK REGISTER

October 2021

Check Number	Vendor Check Name	Check Date	Amount	Type
2650	COLUMBIA POINT GOLF COURSE	10/14/2021	\$384.60	Check
2651	KENNEWICK GOLF CORPORATION	10/14/2021	\$4,813.49	Check
2652	TOTAL E INTEGRATED INC.	10/14/2021	\$137.95	Check
2653	YELP	10/14/2021	\$40.00	Check
ADP TS 1474685	ADP TOTAL SOURCE (AUTOPAY)	10/12/2021	\$4,592.72	EFT
WA DOR 0022800395	DEPARTMENT OF REVENUE	10/25/2021	\$4,237.23	EFT
409438	ACUSHNET	10/13/2021	\$178.50	EFT
409528	PEPSI COLA BOTTLING CO.	10/13/2021	\$30.25	EFT
410890	1-2-1 MARKETING	10/21/2021	\$447.00	EFT
410898	ACUSHNET	10/21/2021	\$87.57	EFT
410967	PEPSI COLA BOTTLING CO.	10/21/2021	\$115.20	EFT
411004	SPARKLING CLEAN WINDOWS, LLC	10/21/2021	\$500.00	EFT
Paid by ACH	COLEMAN OIL COMPANY	10/13/2021	\$357.38	EFT
Paid by ACH	BRIDGESTONE GOLF, INC	10/21/2021	\$74.87	EFT
Paid by ACH	CINTAS CORPORATION #608	10/21/2021	\$112.08	EFT
Paid by ACH	WESTERN EQUIPMENT	10/21/2021	\$1,365.20	EFT
Paid by ACH	ADP TOTAL SOURCE (AUTOPAY)	10/8/2021	\$6,523.48	EFT
Paid by ACH	ADP TOTAL SOURCE (AUTOPAY)	10/22/2021	\$5,994.20	EFT
Paid by ACH	ELAN (MONTHLY CREDIT CARD CHGS)	10/31/2021	\$713.71	EFT
Bank Deduction	MERCHANT SERVICES	10/1/2021	\$1,057.26	EFT
Bank Deduction	US Bank	10/15/2021	\$49.96	EFT
			<u>\$31,812.65</u>	

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



Dan Legard, Finance Director

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

Check numbers 2650-2653	\$ 5,376.04
Electronic transfers	26,436.61
Total	<u>\$ 31,812.65</u>

Exceptions:

Check	Vendor	Date	Amount	Debit	Credit
2650	COLUMBIA POINT GOLF COURSE	10/14/2021		\$384.60	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$384.60
	PURCH	50100-060-244-00	SALARIES	\$192.30	
	PURCH	50100-080-244-00	SALARIES	\$192.30	
2651	KENNEWICK GOLF CORPORATION	10/14/2021		\$4,813.49	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$4,813.49
	PURCH	59600-080-244-00	ACCOUNTING FEES	\$1,204.02	
	PURCH	59610-080-244-00	MANAGEMENT FEE	\$3,609.47	
2652	TOTAL E INTEGRATED INC.	10/14/2021		\$137.95	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$137.95
	PURCH	51900-050-244-00	CONTRACT SERVICES	\$137.95	
2653	YELP	10/14/2021		\$40.00	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$40.00
	PURCH	53100-080-244-00	ADVERTISING & MARKETING	\$40.00	
ADP TS 1474685	ADP TOTAL SOURCE (AUTOPAY)	10/12/2021		\$4,592.72	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$4,592.72
	PURCH	50800-050-244-00	HEALTH BENEFITS	\$2,717.19	
	PURCH	50800-060-244-00	HEALTH BENEFITS	\$1,875.53	
WA DOR 0022800395	DEPARTMENT OF REVENUE	10/25/2021		\$4,237.23	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$4,237.23
	PURCH	20300-000-244-00	SALES TAX PAYABLE	\$2,634.99	
	PURCH	91101-000-244-00	OTHER STATE TAXES	\$1,602.24	
409438	ACUSHNET	10/13/2021		\$178.50	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$178.50
	PURCH	47150-050-244-00	COGS MERCHANDISE	\$178.50	
409528	PEPSI COLA BOTTLING CO.	10/13/2021		\$30.25	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$30.25
	PURCH	49150-070-244-00	COGS - PACKAGED FOOD	\$30.25	
410890	1-2-1 MARKETING	10/21/2021		\$447.00	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$447.00
	PURCH	51900-050-244-00	CONTRACT SERVICES	\$447.00	
410898	ACUSHNET	10/21/2021		\$87.57	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$87.57
	PURCH	47150-050-244-00	COGS MERCHANDISE	\$87.57	
410967	PEPSI COLA BOTTLING CO.	10/21/2021		\$115.20	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$115.20
	PURCH	49150-070-244-00	COGS - PACKAGED FOOD	\$29.95	
	PURCH	49200-070-244-00	COGS - SOFT BEVERAGE	\$85.25	
411004	SPARKLING CLEAN WINDOWS, LLC	10/21/2021		\$500.00	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$500.00
	PURCH	51900-080-244-00	CONTRACT SERVICES	\$500.00	
Paid by ACH	COLEMAN OIL COMPANY	10/13/2021		\$357.38	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$357.38
	PURCH	58300-060-244-00	FUEL & OIL MAINTENANCE	\$300.18	
	PURCH	58300-050-244-00	FUEL & OIL GOLF	\$57.20	
Paid by ACH	BRIDGESTONE GOLF, INC	10/21/2021		\$74.87	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$74.87
	PURCH	47150-050-244-00	COGS MERCHANDISE	\$74.87	
Paid by ACH	CINTAS CORPORATION #608	10/21/2021		\$112.08	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$112.08
	PURCH	51900-060-244-00	CONTRACT SERVICES	\$31.46	
	PURCH	51900-080-244-00	CONTRACT SERVICES	\$80.62	
Paid by ACH	WESTERN EQUIPMENT	10/21/2021		\$1,365.20	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$1,365.20
	PURCH	58400-060-244-00	EQUIPMENT OUTSIDE REPAIRS	\$791.84	
	PURCH	58100-060-244-00	EQUIPMENT PARTS	\$573.36	
Paid by ACH	ADP TOTAL SOURCE (AUTOPAY)	10/8/2021		\$6,523.48	
	PAY	50000-000-244-00	TEMPORARY ACCT		\$6,523.48
	PURCH	50100-060-244-00	SALARIES	\$1,551.31	
	PURCH	50200-050-244-00	HOURLY WAGES	\$3,109.72	
	PURCH	50200-060-244-00	HOURLY WAGES	\$1,590.61	
	PURCH	50800-050-244-00	HEALTH BENEFITS		\$543.31
	PURCH	50800-060-244-00	HEALTH BENEFITS		\$368.52
	PURCH	50950-050-244-00	COMBINED ADMIN, TAXES, W/C	\$637.24	
	PURCH	50950-060-244-00	COMBINED ADMIN, TAXES, W/C	\$517.52	
	PURCH	50950-080-244-00	COMBINED ADMIN, TAXES, W/C	\$28.91	

Check	Vendor	Date	Amount	Debit	Credit
Paid by ACH	ADP TOTAL SOURCE (AUTOPAY)	10/22/2021		\$5,994.20	
	PAY	50000-000-244-00	TEMPORARY ACCT		\$5,994.20
	PURCH	50100-060-244-00	SALARIES	\$1,551.31	
	PURCH	50200-050-244-00	HOURLY WAGES	\$2,862.51	
	PURCH	50200-060-244-00	HOURLY WAGES	\$1,393.95	
	PURCH	50800-050-244-00	HEALTH BENEFITS		\$543.31
	PURCH	50800-060-244-00	HEALTH BENEFITS		\$368.52
	PURCH	50950-050-244-00	COMBINED ADMIN, TAXES, W/C	\$582.76	
	PURCH	50950-060-244-00	COMBINED ADMIN, TAXES, W/C	\$487.95	
	PURCH	50950-080-244-00	COMBINED ADMIN, TAXES, W/C	\$27.55	
Paid by ACH	ELAN (MONTHLY CREDIT CARD CHGS)	10/31/2021		\$713.71	
	PAY	50000-000-244-00	TEMPORARY ACCT		\$713.71
	PURCH	51600-060-244-00	MEALS	\$43.33	
	PURCH	51800-060-244-00	PROFESSIONAL SERVICES	\$162.90	
	PURCH	52100-060-244-00	TELECOMMUNICATIONS	\$84.83	
	PURCH	52800-080-244-00	SUBSCRIPTIONS & PUBLICATIONS	\$9.25	
	PURCH	53100-080-244-00	ADVERTISING & MARKETING	\$14.00	
	PURCH	53100-080-244-00	ADVERTISING & MARKETING	\$106.18	
	PURCH	54700-060-244-00	EQUIPMENT RENTAL	\$293.22	
Bank Deduction	MERCHANT SERVICES	10/1/2021		\$1,057.26	
	PAY	10420-000-244-00	OPERATING CHECKING ACCT - US Bank		\$1,057.26
	PURCH	54000-080-244-00	BANK CHARGES	\$1,057.26	
Bank Deduction	US Bank	10/15/2021		\$49.96	
	PAY	10420-000-244-00	OPERATING CHECKING ACCT - US Bank		\$49.96
	PURCH	54000-080-244-00	BANK CHARGES	\$49.96	

Council Agenda Coversheet



Agenda Item Number	3.b.(3)	Council Date	12/07/2021
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 September 2021.

Motion for Consideration

I move to approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for September 2021 in the amount of \$1,032,462.85, comprised of check number 21968-22046 in the amount of \$240,287.48 and electronic transfers in the amount of \$792,175.37.

Summary

None.

Alternatives

None.

Fiscal Impact

Total \$1,032,462.85.

Through

Denise Winters
Nov 29, 08:26:07 GMT-0800 2021

Dept Head Approval

Dan Legard
Nov 29, 14:53:19 GMT-0800 2021

City Mgr Approval

Marie Mosley
Dec 03, 14:10:59 GMT-0800 2021

Attachments: Roster

☐ Recording
Required?

**Toyota Center and Toyota Arena
Claims Roster
September 2021**

Num	Date	Name	Memo	Account	Paid Amount
21968	09/16/2021	Rocky Mountain Rigging	Rigging for PBR 9/9/21 and 9/12/21	1006.1 · Sterling Operating Account	
1-43-2021	09/12/2021		Rigging for PBR 9/9/21 and 9/12/21	5073 · Reimbursed Outside Services	-4,802.00
					-4,802.00
21969	09/16/2021	Rocky Mountain Rigging	Rigging for Grupo Firme 9/19/2021	1006.1 · Sterling Operating Account	
1-53-2021	09/19/2021		Rigging for Grupo Firme 9/19/2021	5073 · Reimbursed Outside Services	-15,529.60
					-15,529.60
21970	09/16/2021	Rocky Mountain Rigging	VOID: Rigging for Foreigner 9/22/21 - wrong amount	1006.1 · Sterling Operating Account	
					0.00
21971	09/16/2021	Monte Carlo Executive Transportation	VOID: lost in mail	1006.1 · Sterling Operating Account	
					0.00
21972	09/19/2021	Overholt, Ryan	Runner for Grupo Firme 9/19/21	1006.1 · Sterling Operating Account	
21-0919	09/19/2021		Runner for Grupo Firme 9/19/21	5073 · Reimbursed Outside Services	-250.00
					-250.00
21973	09/19/2021	Alonzo Martin	Runner for Grupo Firme 9/19/21	1006.1 · Sterling Operating Account	
21-0919	09/19/2021		Runner for Grupo Firme 9/19/21	5073 · Reimbursed Outside Services	-250.00
					-250.00
21974	09/12/2021	Rocky Mountain Rigging	Backdrop Truss for Grupo Firme 9/19/2021	1006.1 · Sterling Operating Account	
221-66 Grupo Firme	09/12/2021		Backdrop Truss for Grupo Firme 9/19/2021	5073 · Reimbursed Outside Services	-600.00
					-600.00
21975	09/12/2021	Stevens, James		1006.1 · Sterling Operating Account	
Foreigner	09/12/2021		Runner for Foreigner	5071 · Reimbursed Labor	-250.00
					-250.00
21976	09/22/2021	Rocky Mountain Rigging	Rigging for Foreigner 9/22/21	1006.1 · Sterling Operating Account	
1-49-2021-FINAL	09/22/2021		Rigging for Foreigner 9/22/21	5073 · Reimbursed Outside Services	-2,638.40
					-2,638.40
21977	09/13/2021	Advanced Protection Services, Inc.		1006.1 · Sterling Operating Account	
14266	08/13/2021		Half Down for TC&TA Video Surveillance System, PO#3499	8026 · Capital Improvements	-22,025.17
R 130390	08/31/2021		TA Commercial Fire Monitoring	8039 · Security & Fire Alarm System	-46.64
R 130391	08/31/2021		Commercial Ammonia Monitoring/Virtual Keypad	8039 · Security & Fire Alarm System	-68.36
R 130392	08/31/2021		Commercial Fire Monitoring/Fire Cellular Communication	8039 · Security & Fire Alarm System	-73.79
R 130393	08/31/2021		Commercial Security Monitoring/SecureCom Cellular	8039 · Security & Fire Alarm System	-43.39
R 130394	08/31/2021		Commercial Security Monitoring/SecureCom Cellular	8039 · Security & Fire Alarm System	-43.39
P 80546	09/01/2021		Set Up New Code For Denise	8039FB · Sec & Fire Alarm, Food & Bev	-102.08
					-22,402.82
21978	09/13/2021	American Medical Response	Dedicated Standby for PBR 9/10/-9/11-21	1006.1 · Sterling Operating Account	
	09/10/2021		Medics for PBR 9/10/-9/11-21	8065 · Contracted Labor	-720.00
					-720.00
21979	09/13/2021	Apollo Inc	HVAC Maintenance	1006.1 · Sterling Operating Account	
940036717	09/07/2021		HVAC Maintenance	8038 · Repairs & Maintenance-HVAC	-1,902.67
					-1,902.67
21980	09/13/2021	Backstage Electric, Inc.	Stagehand Labor for Grupo Firme	1006.1 · Sterling Operating Account	
2185	09/13/2021		Stagehand Labor for Grupo Firme	5073 · Reimbursed Outside Services	-16,690.50
					-16,690.50
21981	09/13/2021	Benton PUD		1006.1 · Sterling Operating Account	
8/8/21-9/8/21	09/11/2021		Power 8/8/21-9/8/21	8036.3 · Electricity	-425.03
LGS 8/8-9/8/21	09/11/2021		LGS 8/8/21-9/8/21	8036.3 · Electricity	-18,950.56
					-19,375.59
21982	09/13/2021	Brashear Electric, Inc.		1006.1 · Sterling Operating Account	
36625	09/07/2021		Warmer and Signs for Concessions	8041FB · Repr & Maint Bldg, Food & Bev	-928.26
36639	09/13/2021		Power Set Up For PBR	8060 · Event Expenses	-898.95
					-1,827.21
21983	09/13/2021	Builders' Hardware & Supply Co.		1006.1 · Sterling Operating Account	
S3815445	09/02/2021		Recore Cylinders	8098 · Supplies & Equipment	-478.80
S3815445.002	09/07/2021		Masterkeying New Recore Cylinders	8098 · Supplies & Equipment	-478.80
					-957.60

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Num	Date	Name	Memo	Account	Paid Amount
21984	09/13/2021	Canon Financial Services, Inc.	730707	1006.1 · Sterling Operating Account	
27308372	07/01/2021		ImageRunner Advance C5250 Property Tax	8007 · Printing & Copiers	-15.37
					-15.37
21985	09/13/2021	Cascade Natural Gas - COL		1006.1 · Sterling Operating Account	
8/11-9/9/21	09/10/2021		Gas 8/11/21-9/9/21	8036.2 · Natural Gas	-130.45
8/11-9/9/21	09/10/2021		Gas 8/11-9/9/21	8036.2 · Natural Gas	-474.55
					-605.00
21986	09/13/2021	Cherry Creek Radio	Radio Ads - Foreigner PO #3495	1006.1 · Sterling Operating Account	
IN-A-1210821365	08/31/2021		Radio Ads - Foreigner PO #3495	1633.1 · Event Advertising	-318.75
					-318.75
21987	09/13/2021	City of Kennewick-Water	Water Service 6/22-8/24/21	1006.1 · Sterling Operating Account	
6/22-8/24/21	09/15/2021		Water Service 6/22-8/24/21	8036.4 · Water	-4,223.78
					-4,223.78
21988	09/13/2021	Coca-Cola		1006.1 · Sterling Operating Account	
1257614	03/10/2021		Beverage Order	1400.1 · Inventory-Food	-811.50
96368	03/24/2021		Beverage Order	1400.1 · Inventory-Food	-960.50
96636	04/01/2021		Beverage Order	1400.1 · Inventory-Food	-761.50
101421	08/04/2021		Soda and Water Order	1400.1 · Inventory-Food	-968.00
102629	09/07/2021		F&B Order 9/1/21 Invoice #102629	1400.1 · Inventory-Food	-4,432.20
1284304	09/07/2021		Beverage Order 9/3/21	1400.1 · Inventory-Food	-40.00
103454	09/15/2021		Beverage Order 9/15/21	1400.1 · Inventory-Food	-8,249.30
					-16,223.00
21989	09/13/2021	Columbia Basin Pizza Hut Inc.	Pizza and Pints - PBR	1006.1 · Sterling Operating Account	
0096042540001	09/11/2021		Pizza for Concessions - PBR	1400.1 · Inventory-Food	-189.50
					-189.50
21990	09/13/2021	Cougar Digital Marketing & Design LLC	Monthly Website Maintenance Plan	1006.1 · Sterling Operating Account	
8442	09/01/2021		Monthly Website Maintenance Plan	8003 · Non-Event Advertising	-149.00
					-149.00
21991	09/13/2021	Culligan	230326	1006.1 · Sterling Operating Account	
90231849	09/08/2021		Bottled Water	8098 · Supplies & Equipment	-177.02
					-177.02
21992	09/13/2021	Dependable Appliance NW, LLC	Cut Off Kit	1006.1 · Sterling Operating Account	
86264	09/08/2021		Cut Off Kit	8041 · Repairs & Maintenance-Building	-213.26
					-213.26
21993	09/13/2021	Fastsigns	Parking Lot/Sponsor Signs	1006.1 · Sterling Operating Account	
INV-65258	09/09/2021		Parking Lot/Sponsor Signs	8098 · Supplies & Equipment	-295.65
					-295.65
21994	09/13/2021	Filta	Fryer Service - September 2021	1006.1 · Sterling Operating Account	
448-007456	09/17/2021		Fryer Service - September 2021	8094FB · Outside Services - Food & Bev	-179.20
					-179.20
21995	09/13/2021	Frontier Fence, Inc.	Chain Link Fence	1006.1 · Sterling Operating Account	
43579	09/08/2021		Installation of Chain Link Fence	8042 · Repairs & Maintenance-Equipment	-15,736.14
					-15,736.14
21996	09/13/2021	Gemmell's Welding & Fabrication	VOID: Wrong building	1006.1 · Sterling Operating Account	
					0.00
21997	09/13/2021	Jet Ice	PO 3483 Ice Paint	1006.1 · Sterling Operating Account	
114438	08/27/2021		PO 3483 Ice Paint	8104 · Ice-Related	-1,634.26
					-1,634.26
21998	09/13/2021	KIMA-TV - KEPR-TV		1006.1 · Sterling Operating Account	
16499009-1	09/12/2021		TV Ads for PBR	1633.53 · PBR 2021	-1,997.50
AR1649902-2	09/12/2021		TV Ads for PBR	1633.53 · PBR 2021	-4,790.60
AR1649902-1	09/12/2021		TV Ads for PBR	1633.53 · PBR 2021	-4,328.20
					-11,116.30
21999	09/13/2021	KVEW42 - KAPP35	TV Ads for PBR	1006.1 · Sterling Operating Account	
242275-2	09/12/2021		TV Ads for PBR	1633.53 · PBR 2021	-3,064.25
					-3,064.25

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Num	Date	Name	Memo	Account	Paid Amount
22000	09/13/2021	Lowe's Commercial Services		1006.1 · Sterling Operating Account	
86483	07/28/2021		Paint/PVC/Crane	8098 · Supplies & Equipment	-130.75
86549	07/28/2021	Lowe's Commercial Services	Crane	2000 · Accounts Payable-Operations	0.00
86483-86484	07/28/2021		PVC and Wall Panels PO 3458	8098 · Supplies & Equipment	-2,296.29
86637	07/29/2021		SOS Studs	8098 · Supplies & Equipment	-1,401.05
25858	08/31/2021		PO 3532 50 Ft Hose, Tape, Water Jet, Shower Head	8098 · Supplies & Equipment	-86.03
11887	09/01/2021		7/16 OSB & Roll of Plastic	8098 · Supplies & Equipment	-443.66
16133	09/01/2021		PO 3532 Lightbulbs	8098 · Supplies & Equipment	-37.05
09442	09/01/2021		PO 3532 Shower Head	8098 · Supplies & Equipment	-82.36
16363	09/03/2021		Drill Bits/Black Paint	8098 · Supplies & Equipment	-57.88
16228	09/09/2021		10 ft Roll Black Plastic PO 3535	8098 · Supplies & Equipment	-53.94
16334	09/10/2021		Ice Supplies PO 3564	8098 · Supplies & Equipment	-304.68
07228	09/11/2021		Safety Goggles	8098 · Supplies & Equipment	-21.69
16997	09/14/2021		PO 3567 Carpet Cleaner	8098 · Supplies & Equipment	-318.80
16080	09/15/2021		PO 3567 Steel Blocks	8098 · Supplies & Equipment	-123.72
					-5,357.90
22001	09/13/2021	Mighty Johns Portable Toilet & Septic	Portable Restrooms for Hockey Tournament	1006.1 · Sterling Operating Account	
A-13587	09/13/2021		Portable Restrooms for Hockey Tournament	8060 · Event Expenses	-200.00
					-200.00
22002	09/13/2021	Monte Carlo Executive Transportation	VOID: lost in mail	1006.1 · Sterling Operating Account	
					0.00
22003	09/13/2021	Mount's Lock, Key & Engraving, Inc.		1006.1 · Sterling Operating Account	
251203	09/02/2021		8 Locks	8098 · Supplies & Equipment	-269.41
251101	09/09/2021		Knob/Push Plate/Labor	8041 · Repairs & Maintenance-Building	-1,024.10
251609	09/17/2021		PO 3573 Safe For Buy Out/Merch	8098 · Supplies & Equipment	-299.73
					-1,593.24
22004	09/13/2021	Northwest Public Radio	Radio Ads for George Thorogood PO #3467	1006.1 · Sterling Operating Account	
76229	09/02/2021		Radio Ads for George Thorogood PO #3467	1633.1 · Event Advertising	-450.00
					-450.00
22005	09/13/2021	Oxarc		1006.1 · Sterling Operating Account	
31342494	08/31/2021		Annual Fire System Maintenance	8041 · Repairs & Maintenance-Building	-395.30
31359338	09/16/2021		PO 3572 Ear Plugs	8098 · Supplies & Equipment	-205.91
					-601.21
22006	09/13/2021	Pacific Backflow Services LLC	Backflow Testing Services	1006.1 · Sterling Operating Account	
2108231424	08/24/2021		Backflow Testing Services	8041 · Repairs & Maintenance-Building	-518.98
					-518.98
22007	09/13/2021	Pearson, Corey	Reim for Supplies Grupo/Foreigner	1006.1 · Sterling Operating Account	
Reimb/Supplies	09/19/2021		Reim for Supplies Grupo/Foreigner	5007 · Reimbursed Expenses	-228.60
					-228.60
22008	09/13/2021	Ranch and Home		1006.1 · Sterling Operating Account	
2109-754782	09/11/2021		Disposable Masks	8098 · Supplies & Equipment	-325.58
2109-763497	09/16/2021		50 Gal Stock Tank	8098 · Supplies & Equipment	-304.04
					-629.62
22009	09/13/2021	Roto-Rooter		1006.1 · Sterling Operating Account	
25053771	08/17/2021		Fixture Repair	8090 · Services & Operations	-439.29
25298893	09/03/2021		Repairs and Misc. Materials	8041 · Repairs & Maintenance-Building	-2,378.34
					-2,817.63
22010	09/13/2021	See, Andy		1006.1 · Sterling Operating Account	
Reim/Supplies	09/12/2021		Reim for Supplies for PBR Sponsor Giftbags	8097 · Signage	-14.65
Reim/Mileage	09/12/2021		Reim for Mileage/Sponsor Ticket Drop Off	8097 · Signage	-85.12
					-99.77
22011	09/13/2021	Spectrum Enterprise	Phone/Internet 8/26-9/25	1006.1 · Sterling Operating Account	
0883924082621	08/26/2021		Internet 8/29-9/25/21	8034.3 · Internet	-1,719.98
			Phone 8/29-9/25/21	8034.1 · Telephone	-900.32
					-2,620.30
22012	09/13/2021	Spectrum Reach	TV Ads - PBR PO 3474	1006.1 · Sterling Operating Account	
INV-90511350	08/20/2021		TV Ads - PBR PO 3474	1633.1 · Event Advertising	-404.37
					-404.37
22013	09/13/2021	Spiceology, Inc	F&B Spice Order 8/30/21	1006.1 · Sterling Operating Account	
SFS-62725	09/07/2021		F&B Spice Order 8/30/21	1400.1 · Inventory-Food	-22.10
					-22.10

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Num	Date	Name	Memo	Account	Paid Amount
22014	09/13/2021	Stephens Media Group/Tri Cities		1006.1 · Sterling Operating Account	
MC-121085506	08/31/2021		Job Fair Radio Ads PO 3488	1633 · Prepaid Advertising	-650.00
IN-121085572	08/31/2021		Radio Ads for PBR PO 3473	1633.1 · Event Advertising	-4,128.45
MC-121085365	08/31/2021		Radio Ads for George Thorogood PO 3465	1633.1 · Event Advertising	-510.00
IN-121085571	08/31/2021		Radio Ads for PBR PO 3473	1633.1 · Event Advertising	-3,953.35
IN-121085573	08/31/2021		Radio Ads for PBR PO 3473	1633 · Prepaid Advertising	-1,981.35
					-11,223.15
22015	09/13/2021	Sunbelt Rentals		1006.1 · Sterling Operating Account	
116299158-0001	08/06/2021		Equipment rental for new light install	8096 · Rental Equipment	-787.35
116973718-0001	08/25/2021		Skidsteer/Loader Bucket	8096 · Rental Equipment	-364.79
					-1,152.14
22016	09/13/2021	Sunset Construction, Inc	FRP Install in Kitchen PO 3476	1006.1 · Sterling Operating Account	
001	09/01/2021		FRP Install in Kitchen PO 3476	8042FB · Repr & Maint Equip, Food & Bev	-6,799.11
					-6,799.11
22017	09/13/2021	Tennant	4264182	1006.1 · Sterling Operating Account	
918099127	08/27/2021		Equipment Repair and Maintenance	8042 · Repairs & Maintenance-Equipment	-247.06
					-247.06
22018	09/13/2021	The UPS Store	Logo Cards	1006.1 · Sterling Operating Account	
091321	08/20/2021		Logo Cards	8005 · Office Supplies	-19.77
					-19.77
22019	09/13/2021	Townsquare Media-Tri Cities		1006.1 · Sterling Operating Account	
2503837	04/30/2021		Radio Ads - Foreigner	1633.1 · Event Advertising	-170.00
2503834	04/30/2021		Radio Ads - Foreigner	1633.1 · Event Advertising	-374.00
2717606	08/31/2021		PBR Radio Ads PO 3545	1633.1 · Event Advertising	-4,246.00
2717351	08/31/2021		PBR Radio Ads PO 3545	1633.1 · Event Advertising	-3,565.00
2705633	08/31/2021		Radio Ads for George Thorogood PO #3469	1633.1 · Event Advertising	-255.00
					-8,610.00
22020	09/13/2021	Tri City Powder Coating, LLC	Powder Coating Hockey Goals	1006.1 · Sterling Operating Account	
0767	08/25/2021		Powder Coating Hockey Goals	8090 · Services & Operations	-868.80
					-868.80
22021	09/13/2021	US Foods		1006.1 · Sterling Operating Account	
249699	09/02/2021		Food Order 9/2/21	1400.1 · Inventory-Food	-7,213.50
254115	09/07/2021		F&B Supply Order 9/7/21	8098.1 · Supplies & Equipment-F&B	-1,167.23
254114	09/07/2021		Food Order 9/7/21	1400.1 · Inventory-Food	-830.65
255413	09/08/2021		Food Order 9/8/21	1400.1 · Inventory-Food	-362.58
264443	09/16/2021		Food Order 9/16/21	1400.1 · Inventory-Food	-6,928.23
265859	09/17/2021		Food Order 9/17/21	1400.1 · Inventory-Food	-1,779.98
					-18,282.17
22022	09/13/2021	VenuWorks, Inc.	September 2021 Management Fee	1006.1 · Sterling Operating Account	
17293	08/17/2021		September 2021 Management Fee	8124 · VenuWorks Management Fee	-9,809.04
					-9,809.04
22023	09/13/2021	Vistar Corporation		1006.1 · Sterling Operating Account	
61775772	09/07/2021		Food Order 9/1/21 Invoice #61775772	1400.1 · Inventory-Food	-3,150.14
61919763	09/15/2021		Food Order 9/15/21	1400.1 · Inventory-Food	-1,663.59
					-4,813.73
22024	09/13/2021	WCP Solutions		1006.1 · Sterling Operating Account	
12434131	09/15/2021		Janitorial Supplies PO 3570	8095 · Janitorial Supplies	-944.54
12434132	09/15/2021		Janitorial Supplies PO 3570	8095 · Janitorial Supplies	-727.95
12434133	09/15/2021		Janitorial Supplies PO 3570	8095 · Janitorial Supplies	-571.56
					-2,244.05
22025	09/24/2021	Aimee Christianson	Event Staff Grupo Firme and Foreigner	1006.1 · Sterling Operating Account	
	09/24/2021		Event Labor Grupo Firme	8065 · Contracted Labor	-82.50
			Event Labor Foreigner	8065 · Contracted Labor	-63.75
					-146.25
22026	09/24/2021	Austin Adams	Event Labor Grupo Firme	1006.1 · Sterling Operating Account	
	09/24/2021		Event Labor Grupo Firme	8065 · Contracted Labor	-82.50
					-82.50
22027	09/24/2021	Celina Aguilar	Event Labor Grupo Firme and Foreigner	1006.1 · Sterling Operating Account	
	09/24/2021		Event Labor Grupo Firme	8065 · Contracted Labor	-82.50
			Event Labor Foreigner	8065 · Contracted Labor	-63.75
					-146.25

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Num	Date	Name	Memo	Account	Paid Amount
22028	09/24/2021	Gerald Hein	Event Labor Grupo Firme and Foreigner	1006.1 · Sterling Operating Account	
	09/24/2021		Event Labor Grupo Firme	8065 · Contracted Labor	-82.50
			Event Labor Foreigner	8065 · Contracted Labor	-63.75
					-146.25
22029	09/24/2021	Leslie Diaz Campo	Event Labor Grupo Firme and Foreigner	1006.1 · Sterling Operating Account	
	09/24/2021		Event Labor Grupo Firme	8065 · Contracted Labor	-82.50
			Event Labor Foreigner	8065 · Contracted Labor	-63.75
					-146.25
22030	09/24/2021	Michael Belote	Event Labor Foreigner	1006.1 · Sterling Operating Account	
	09/24/2021		Event Labor Foreigner	8065 · Contracted Labor	-39.00
					-39.00
22031	09/24/2021	Mikayla Mars	Event Labor Grupo Firme and Foreigner	1006.1 · Sterling Operating Account	
	09/24/2021		Event Labor Grupo Firme	8065 · Contracted Labor	-82.50
			Event Labor Foreigner	8065 · Contracted Labor	-63.75
					-146.25
22032	09/24/2021	Rachel Licon	Event Labor Grupo Firme	1006.1 · Sterling Operating Account	
	09/24/2021		Event Labor Grupo Firme	8065 · Contracted Labor	-82.50
					-82.50
22033	09/24/2021	Roberto Lopez	Event Labor Grupo Firme	1006.1 · Sterling Operating Account	
	09/24/2021		Event Labor Grupo Firme	8065 · Contracted Labor	-82.50
					-82.50
22034	09/24/2021	Sara Ann Walker	Event Labor Grupo Firme and Foreigner	1006.1 · Sterling Operating Account	
	09/24/2021		Event Labor Grupo Firme	8065 · Contracted Labor	-82.50
			Event Labor Foreigner	8065 · Contracted Labor	-63.75
					-146.25
22035	09/24/2021	Sara Madrigal	Event Labor Grupo Firme	1006.1 · Sterling Operating Account	
	09/24/2021		Event Labor Grupo Firme	8065 · Contracted Labor	-82.50
					-82.50
22036	09/29/2021	Rocky Mountain Rigging	Rigging for Pitbull 9/28/21	1006.1 · Sterling Operating Account	
1-55-2021 FINAL	09/28/2021		Rigging for Pitbull 9/28/21	5073 · Reimbursed Outside Services	-14,726.00
					-14,726.00
22037	09/29/2021	Alonzo Martin	Runner for Pitbull 9/29/21	1006.1 · Sterling Operating Account	
Runner Pitbull	09/29/2021		Runner for Pitbull 9/29/21	5073 · Reimbursed Outside Services	-250.00
					-250.00
22038	09/29/2021	Overholt, Ryan	Runner for Pitbull 9/29/21	1006.1 · Sterling Operating Account	
Runner Pitbull	09/29/2021		Runner for Pitbull 9/29/21	5073 · Reimbursed Outside Services	-250.00
					-250.00
22039	09/29/2021	Rogers, Patty		1006.1 · Sterling Operating Account	
Runner Pitbull	09/29/2021			5073 · Reimbursed Outside Services	-250.00
					-250.00
22040	09/29/2021	Celina Aguilar	Event Labor Pitbull	1006.1 · Sterling Operating Account	
Pitbull	09/29/2021		Event Labor Pitbull	8065 · Contracted Labor	-67.50
					-67.50
22041	09/29/2021	Leslie Diaz Campo	Event Labor Pitbull	1006.1 · Sterling Operating Account	
Pitbull	09/29/2021		Event Labor Pitbull	8065 · Contracted Labor	-67.50
					-67.50
22042	09/29/2021	Monte Carlo Executive Transportation	VOID: Lost - Stop payment 10/28/21	1006.1 · Sterling Operating Account	
					0.00
22043	09/29/2021	Rachel Licon	Event Labor Pitbull	1006.1 · Sterling Operating Account	
Pitbull	09/29/2021		Event Labor Pitbull	8065 · Contracted Labor	-67.50
					-67.50
22044	09/29/2021	Sara Ann Walker	Event Labor Pitbull and Ams 9/25	1006.1 · Sterling Operating Account	
Pitbull and Ams 9/25	09/29/2021		Event Labor Pitbull 9/29/21	8065 · Contracted Labor	-67.50
			Event Labor Ams 9/25/21	8065 · Contracted Labor	-82.50
					-150.00

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Num	Date	Name	Memo	Account	Paid Amount
22045	09/29/2021	Sara Madrigal	Event Labor Pitbull	1006.1 · Sterling Operating Account	
Pitbull	09/29/2021		Event Labor Pitbull	8065 · Contracted Labor	-67.50
					-67.50
22046	09/29/2021	Pearson, Corey	Reimb van rental, Foreigner and Pitbull	1006.1 · Sterling Operating Account	
Reimb van rentals	09/29/2021		Reimb van rental, Foreigner and Pitbull	5007 · Reimbursed Expenses	-1,195.37
					-1,195.37
EFT	09/01/2021	The Odom Corporation	Beer Order 9/1/21 Invoice 13427105	1006.1 · Sterling Operating Account	
			Beer Order 9/1/21 Invoice 13427105	1400.2 · Inventory-Beer	-1,508.00
					-1,508.00
EFT	09/01/2021	King Beverage	Beer Order Invoice 2390918	1006.1 · Sterling Operating Account	
			Beer Order Invoice 2390918	1400.2 · Inventory-Beer	-10,701.14
					-10,701.14
EFT	09/01/2021	Southern Wine & Spirits of Washington	Wine Order 9/1/21 Invoice #3817295	1006.1 · Sterling Operating Account	
			Wine Order 9/1/21 Invoice #3817295	1400.3 · Inventory-Liquor	-1,515.86
					-1,515.86
EFT	09/01/2021	King Beverage Inc.	Beer Order 9/1/21	1006.1 · Sterling Operating Account	
			Beer Order 9/1/21	1400.2 · Inventory-Beer	-10,701.14
					-10,701.14
ONLINE	09/03/2021	Revel Systems	POS Fees - Toyota Center - Sept 2021	1006.1 · Sterling Operating Account	
			POS Fees - Toyota Center - Sept 2021	8098.1 · Supplies & Equipment-F&B	-2,049.07
					-2,049.07
ONLINE	09/08/2021	Sterling Change	Change Request 9/8/2021 - vault balance \$29,400	1006.1 · Sterling Operating Account	
			Change Request 9/8/2021 - vault balance \$29,400	1121 · Vault Cash-F&B	-4,000.00
					-4,000.00
ONLINE	09/09/2021	Sterling Change	Change Request 9/9/2021 - vault balance \$37,400	1006.1 · Sterling Operating Account	
			Change Request 9/9/2021 - vault balance \$37,400	1121 · Vault Cash-F&B	-8,000.00
					-8,000.00
EFT	09/13/2021	King Beverage	Beer Order 9/13/21	1006.1 · Sterling Operating Account	
			Beer Order 9/13/21	1400.2 · Inventory-Beer	-712.25
					-712.25
BRANCH	09/13/2021	Umpqua Bank		1006.1 · Sterling Operating Account	
			Change withdrawal	1121 · F&B Vault	-6,500.00
					-6,500.00
EFT	09/15/2021	King Beverage Inc.	Beer Order 9/15/21 INVOICE #2398546	1006.1 · Sterling Operating Account	
			Beer Order 9/15/21 INVOICE #2398546	1400.2 · Inventory-Beer	-20,737.64
					-20,737.64
EFT	09/15/2021	Southern Wine & Spirits of Washington	INVOICE #3829382 Liquor Order 9/15/21	1006.1 · Sterling Operating Account	
			INVOICE #3829382 Liquor Order 9/15/21	1400.3 · Inventory-Liquor	-5,067.81
					-5,067.81
WIRE	09/15/2021	PBR - Professional Bull Riders		1006.1 · Sterling Operating Account	
			Merch sale proceeds to PBR 9/10-11/21	5005 · Merchandise Sales Revenue	-19,955.71
					-19,955.71
EFT	09/16/2021	Southern Wine & Spirits of Washington	INVOICE #3830877 Liquor Order	1006.1 · Sterling Operating Account	
			INVOICE #3830877 Liquor Order	1400.3 · Inventory-Liquor	-505.69
					-505.69
EFT	09/16/2021	The Odom Corporation	INVOICE #13366473 Beer Order 9/16/21	1006.1 · Sterling Operating Account	
			INVOICE #13366473 Beer Order 9/16/21	1400.2 · Inventory-Beer	-2,701.00
					-2,701.00
EFT	09/17/2021	Southern Wine & Spirits of Washington	INVOICE #3832533 Liquor Order 9/17/21	1006.1 · Sterling Operating Account	
			INVOICE #3832533 Liquor Order 9/17/21	1400.3 · Inventory-Liquor	-1,758.89
					-1,758.89
EFT	09/17/2021	King Beverage Inc.	INVOICE 2400028 Beer Order 9/17/21	1006.1 · Sterling Operating Account	
			INVOICE 2400028 Beer Order 9/17/21	1400.2 · Inventory-Beer	-558.00
					-558.00

**Toyota Center and Toyota Arena
Claims Roster
September 2021**

Num	Date	Name	Memo	Account	Paid Amount
EFT	09/21/2021	Coca-Cola	Beverage Order 9/21/21	1006.1 · Sterling Operating Account	
			Beverage Order 9/21/21	1400.1 · Inventory-Food	-153.75
					-153.75
EFT	09/21/2021	King Beverage Inc.	Beer Order 9/21/21	1006.1 · Sterling Operating Account	
			Beer Order 9/21/21	1400.2 · Inventory-Beer	-13,723.71
					-13,723.71
ONLINE	09/21/2021	Sterling Change	Change Request 9/21/2021	1006.1 · Sterling Operating Account	
			Change Request 9/21/2021 - vault balance \$37,400	1121 · Vault Cash-F&B	-9,500.00
			Cash advance for Foreigner 9/22/21	1298 · Cash Advances for Events	-10,000.00
					-19,500.00
ONLINE	09/21/2021	Sterling Savings Change	Temp Change Tattoo for box office Sept 2021	1006.1 · Sterling Operating Account	
			Temp Change Tattoo for box office Sept 2021	1130 · Vault Cash-Box Office	-3,000.00
					-3,000.00
EFT	09/22/2021	The Odom Corporation	INV #13427105 Beer Order 9/22/21	1006.1 · Sterling Operating Account	
			INV #13427105 Beer Order 9/22/21	1400.2 · Inventory-Beer	-2,407.00
					-2,407.00
EFT	09/22/2021	Southern Wine & Spirits of Washington	Pitbull Backstage Liquor Order	1006.1 · Sterling Operating Account	
			Pitbull Backstage Liquor Order	1400.3 · Inventory-Liquor	-194.27
					-194.27
EFT	09/22/2021	Southern Wine & Spirits of Washington	Liquor Order 9/22/21	1006.1 · Sterling Operating Account	
			Liquor Order 9/22/21	1400.3 · Inventory-Liquor	-191.38
					-191.38
ONLINE	09/23/2021	Sterling Savings Change	Cash for Pitbull backstage and bus buyout	1006.1 · Sterling Operating Account	
			Cash for Pitbull backstage and bus buyout	5300.41 · Backstage Catering COGS	-2,900.00
					-2,900.00
WIRE	09/24/2021	Pepper Entertainment	Sound payment for Foreigner 9/22/21	1006.1 · Sterling Operating Account	
			Sound payment to Sweet Southern - Foreigner 9/22/21	5073 · Reimbursed Outside Services	-9,500.00
					-9,500.00
WIRE	09/24/2021	Pepper Entertainment	Talent payment for Foreigner 9/22/21	1006.1 · Sterling Operating Account	
			Talent payment to Outback - Foreigner 9/22/21	1298 · Cash Advances for Events	-74,170.00
					-74,170.00
EFT	09/28/2021	King Beverage	Beer Order 9/28/21	1006.1 · Sterling Operating Account	
			Beer Order 9/28/21	1400.2 · Inventory-Beer	-1,003.50
					-1,003.50
WIRE	09/28/2021	PBR - Professional Bull Riders	Event Settlement PBR 9/10-11/2021	1006.1 · Sterling Operating Account	
Settlement 9/11/2021	09/11/2021		Ticket sales, PBR 9/10-11/2021	3601 · Unearned Revenue-Ticket Sales	-127,262.79
			Shared revenues to settlement, PBR 9/10-11/2021	5001.9 · Settlement Costs	-23,668.85
					-150,931.64
WIRE	09/29/2021	Viva Entertainment	Settlement Grupo Firme 9/19/2021	1006.1 · Sterling Operating Account	
Grupo Firme 9/19/21	09/19/2021		Ticket sales, Grupo Firme 9/19/2021	3601 · Unearned Revenue-Ticket Sales	-382,612.70
			Promoter lifts, VIP, Grupo Firme 9/19/2021	3601 · Unearned Revenue-Ticket Sales	-7,475.68
					-390,088.38
WIRE	09/29/2021	Live Nation	Merch proceeds to Iggy Azalea 9/29/21	1006.1 · Sterling Operating Account	
			Merch proceeds to Iggy Azalea 9/29/21	5005 · Merchandise Sales Revenue	-1,749.90
					-1,749.90
WIRE	09/29/2021	Live Nation	Merch proceeds to Pitbull 9/29/21	1006.1 · Sterling Operating Account	
			Merch proceeds to Pitbull 9/29/21	5005 · Merchandise Sales Revenue	-14,939.55
					-14,939.55
EFT	09/30/2021	The Odom Corporation	INV #13407194 Beer Order 09/30/21	1006.1 · Sterling Operating Account	
			INV #13407194 Beer Order 09/30/21	1400.2 · Inventory-Beer	-214.00
					-214.00
EFT	09/30/2021	King Beverage Inc.	Beer Order INV #2450428	1006.1 · Sterling Operating Account	
			Beer Order INV #2450428	1400.2 · Inventory-Beer	-172.00
					-172.00

**Toyota Center and Toyota Arena
Claims Roster
September 2021**

Num	Date	Name	Memo	Account	Paid Amount
ONLINE	09/30/2021	Department of Revenue	Excise Tax Return May-Aug 2020	1006.1 · Sterling Operating Account	
		Department of Revenue	Sales Tax Payable May-Aug 2020	2201 · *Sales Tax Payable	-2,045.30
			B&O Tax Expense May-Aug 2020	8241 · Sales, B&O & Use Taxes	-4,744.84
					-6,790.14
ACH	09/30/2021	Revel Systems	Merchant Fees - Toyota Center - September 2021	1006.1 · Sterling Operating Account	
			Merchant Fees - Toyota Center - September 2021	8098.1 · Supplies & Equipment-F&B	-3,205.06
					-3,205.06
ACH	09/30/2021	Revel Systems	Merchant Fees - Toyota Arena - September 2021	1006.1 · Sterling Operating Account	
			Merchant Fees - Toyota Arena - September 2021	8098.1 · Supplies & Equipment-F&B	-185.15
					-185.15
Total Paid - Operations Account				\$ 1,032,279.11	
AUTO	09/30/2021	American Express	AMEX fees	1006.3 · Sterling Box Office Account	
			AMEX Fees - Sept 2021	8109 · Credit Card Fees	-183.74
					-183.74
Total Paid - Box Office Account				\$ 183.74	
Total Paid				\$ 1,032,462.85	

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



Dan Legard, Finance Director

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

Check numbers 21968-22046	\$ 240,287.48
Electronic transfers - Operations	791,991.63
Electronic transfers - Box Office	183.74
Total	\$ 1,032,462.85

Exceptions:

Council Agenda Coversheet



Agenda Item Number	3.c.	Council Date	12/07/2021
Agenda Item Type	General Business Item		
Subject	Payroll Roster for PPE 11/15/2021		
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 11/15/2021 in the amount of \$2,669,538.36 comprised of check numbers 75294 through 75298 and direct deposit numbers 197140 through 197606.

Summary

None.

Alternatives

None.

Fiscal Impact

Total \$2,669,538.36.

Through

Dept Head Approval

City Mgr Approval

Dan Legard
Nov 17, 14:48:43 GMT-0800 2021

Marie Mosley
Dec 03, 14:11:44 GMT-0800 2021

Attachments: payroll roster

☐ Recording
Required?

December 7, 2021

All Departments:

November 15, 2021

ADMINISTRATIVE TEAM	3,292.80
CITY COUNCIL	4,612.50
CITY MANAGER	12,803.09
CIVIL SERVICE	4,002.00
COMMUNITY PLANNING & ECONOMIC DEVELOPMENT	23,668.26
EMPLOYEE & COMMUNITY RELATIONS	45,275.26
ENGINEERING	58,839.61
FACILITIES & GROUNDS	81,242.54
FINANCE	49,334.57
FIRE	98,346.64
LEGAL SERVICES	20,960.27
MANAGEMENT SERVICES	83,017.65
POLICE	488,763.26
Subtotal General Fund	974,158.45
STREETS	22,701.99
TRAFFIC	21,715.50
Subtotal Street Fund	44,417.49
BI-PIN	10,403.89
BUILDING SAFETY	47,769.47
COMMUNITY DEVELOPMENT	4,422.14
CRIMINAL JUSTICE	65,706.45
EQUIPMENT RENTAL	12,999.80
MEDICAL SERVICES	379,843.65
RISK MANAGEMENT	3,799.81
STORMWATER UTILITY	22,652.31
WATER & SEWER	145,244.54
Subtotal Other Funds	692,842.06
Total Salaries and Wages	1,711,418.00
<u>Benefits:</u>	
Dental Insurance	46,241.70
Industrial Insurance	36,253.49
Life Insurance	4,992.85
Long Term Disability Insurance	5,698.39
Medical Insurance	633,722.74
Medical Retirement Account	3,337.50
Retirement	123,034.90
Social Security (FICA)	95,254.85
Vision Insurance	7,364.88
WA Family Leave	2,219.06
Total Benefits	958,120.36
Grand Total	<u>\$2,669,538.36</u>

I, Dan Legard, Finance Director, at the direction of the Council, do hereby certify that the Payroll hereinabove specified is approved for payment in the amount of \$2,669,538.36 comprised of check numbers 75294 through 75298 and direct deposit numbers 197140 through 197606.

Approved for payment:



Dan Legard, Finance Director

Council Agenda Coversheet 	Agenda Item Number	3.d.	Council Date	12/07/2021	Consent Agenda	☒	
	Agenda Item Type	General Business Item				Ordinance/Reso	☐
	Subject	2022 Lodging Tax Recommendations				Public Mtg / Hrg	☐
	Ordinance/Reso #		Contract #		Other	☐	
	Project #		Permit #		Quasi-Judicial	☐	
	Department	Finance					

Recommendation

Staff recommends the approval of the 2022 lodging tax funding recommendations from the City's Lodging Tax Advisory Committee (LTAC).

Motion for Consideration

I move to approve the 2022 lodging tax funding recommendations as submitted by the City's LTAC.

Summary

During 2013, legislation was adopted by the State that made permanent several provisions of previous legislation that had temporarily provided more flexibility in the use of lodging tax proceeds. In addition, the new legislation also expanded reporting requirements for lodging tax applicants and the role of the City's LTAC. Applicants are now required to complete an application packet that includes estimates on the number of people that will stay in Kennewick overnight, travel over 50 miles or more, or come from another state or country, as the result of the event or activity requesting funding. The City's LTAC then makes a recommendation to the City Council on a list of candidates to receive funding, including the amount recommended for each applicant. Based on this recommendation, City Council has the authority to make a final determination on funding. City Council can only approve funding for applicants from the LTAC's recommended list and at the amount recommended for each applicant, but may choose to fund all, some, or none of the applicants.

The City of Kennewick's LTAC met on Thursday, October 14th, to discuss applications for 2022 lodging tax funding and has recommended the following items for funding:

City of Kennewick - Southridge Sports & Events Complex Field Improvements (laser leveling of 2 fields): \$19,000
 Visit Tri-Cities - Tourism Promotion Contract: \$260,000 (estimated - actual amount will be per contract)
 City of Kennewick (Toyota Center & Arena) - 2022 Operations: \$320,000 (Supplements \$200,000 from General Fund)
 City of Kennewick (Toyota Center & Arena) - 2022 Capital Improvements: \$250,000

Alternatives

None recommended. Under state law, City Council can choose to approve funding awards to all, some, or none of the candidates recommended by the LTAC. Candidates that receive awards must receive the amount recommended by the LTAC.

Fiscal Impact

The recommended award from the City's LTAC for 2022 totals \$849,000, which will be funded with projected lodging tax revenue for 2022. City lodging tax revenue is projected to be 23% higher in 2022 than in 2021, although still 10% below 2019 (pre-pandemic) revenue due to the lingering impacts of the pandemic on business and leisure travel. The recommendations for 2022 allow for an adequate reserve in the City's Lodging Tax Fund to address future volatility in lodging tax revenue.

Through		Attachments: 
Dept Head Approval	Dan Legard Oct 25, 09:42:57 GMT-0700 2021	
City Mgr Approval	Marie Mosley Dec 03, 14:32:24 GMT-0800 2021	

☐ Recording Required?

Council Agenda Coversheet 	Agenda Item Number	3.e.	Council Date	12/07/2021	Consent Agenda	☒	
	Agenda Item Type	Contract/Agreement/Lease				Ordinance/Reso	☐
	Subject	Steptoe/Gage Intersection				Public Mtg / Hrg	☐
	Ordinance/Reso #		Contract #		Other	☐	
	Project #	P2012	Permit #		Quasi-Judicial	☐	
	Department	Public Works					

Recommendation

That City Council authorize the City Manager to sign the Local Agency Agreement Supplement #2 to purchase signal equipment for the P2012 Steptoe Street & Gage Blvd Intersection Improvement project.

Motion for Consideration

I move to authorize the City Manager to sign the Local Agency Agreement Supplement #2 to purchase signal equipment for the P2012 Steptoe Street & Gage Blvd Intersection Improvement project.

Summary

The original Local Agency Agreement which obligated a Federal grant through the Surface Transportation Block Group program for the design phase for the Steptoe/Gage Intersection Improvements project was approved at the Feb. 18, 2020 Council meeting. Supplement No. 1 was approved at the March 2, 2021 Council meeting to obligate funding for the Right of Way (ROW) phase. This Supplement No. 2 will provide authorization to WSDOT to obligate funding for the purchase of signal equipment prior to the Construction phase. Signal equipment, including the poles, mast arms and cabinets, typically have extremely long lead times (up to several months) for fabrication and delivery.

The overall scope of the intersection improvements include construction of dual left turn lanes on all approaches as well as providing new dedicated right turn lanes on the southbound and eastbound legs. Traffic signal timing will be optimized with this configuration along with the elimination of split phase timing. Major utility relocations will also be required in order to accommodate the intersection improvements.

The total project cost is estimated at \$3,730,000. The attached agreement is for obligating funds for the Signal Equipment purchase, which is estimated at \$181,600.

Alternatives

Not pre-purchase signal equipment, but incorporate purchase into the overall construction contract. This route would prolong the project by several months.

Fiscal Impact

Urban Arterial Street Fund: \$24,516 (City of Richland is partnering with a 25% contribution)

Federal Match: \$157,084

Through	Heath Mellotte Nov 30, 17:10:28 GMT+0800 2021	Attachments:  ☐ Recording Required?
Dept Head Approval	Cary Roe Dec 01, 07:54:02 GMT-0800 2021	
City Mgr Approval	Marie Mosley Dec 03, 14:37:05 GMT-0800 2021	



Agency City of Kennewick		Supplement Number 2
Federal Aid Project Number STP(UL)-9903(019)	Agreement Number LA 9791	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

The Local Agency requests to supplement the agreement number noted above.

All provisions in the basic agreement remain in effect except as modified by this supplement.

The Local Agency certifies that it is not excluded from receiving Federal funds by a Federal suspension or debarment (2 CFR Part 180). Additional changes to the agreement are as follows:

Project Description

Name Steptoe Street and Gage Boulevard Intersection Improvements

Length 0.1

Termini Steptoe Street and Gage Boulevard Intersection

Description of Work ✓ No Change

Reason for Supplement

Traffic Signal and Street Lighting equipment procurement funding approval. PIF approval complete (Agency Supplied Materials).

Are you claiming indirect cost rate? ✓ Yes ☐ No

Project Agreement End Date 12/31/2026

Does this change require additional Right of Way or Easements? ☐ Yes ✓ No Advertisement Date: n/a

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE 86.5 %	a. Agency	329,000.00		329,000.00	44,415.00	284,585.00
	b. Other			0.00		
Federal Aid Participation Ratio for PE	c. Other			0.00		
	d. State	1,000.00		1,000.00	135.00	865.00
	e. Total PE Cost Estimate (a+b+c+d)	330,000.00	0.00	330,000.00	44,550.00	285,450.00
Right of Way 86.5 %	f. Agency	51,367.00		51,367.00	6,935.00	44,432.00
	g. Other Consultant	76,370.00		76,370.00	10,310.00	66,060.00
Federal Aid Participation Ratio for RW	h. Other Acquisition	271,263.00		271,263.00	36,620.00	234,643.00
	i. State	1,000.00		1,000.00	135.00	865.00
	j. Total R/W Cost Estimate (f+g+h+i)	400,000.00	0.00	400,000.00	54,000.00	346,000.00
Construction 86.5 %	k. Contract			0.00		
	l. Other Signal Equipment		181,000.00	181,000.00	24,435.00	156,565.00
	m. Other			0.00		
Federal Aid Participation Ratio for CN	n. Other			0.00		
	o. Agency			0.00		
	p. State		600.00	600.00	81.00	519.00
	q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	181,600.00	181,600.00	24,516.00	157,084.00
r. Total Project Cost Estimate (e+j+q)		730,000.00	181,600.00	911,600.00	123,066.00	788,534.00

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

By

Washington State

Department of Transportation

By Director, Local Program

Title City Manager, City of Kennewick

Date Executed

Agency City of Kennewick		Supplement Number 2
Federal Aid Project Number STP(UL)-9903(019)	Agreement Number LA 9791	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin. Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

XVII. Assurances

Local Agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Council Agenda Coversheet 	Agenda Item Number	3.f.	Council Date	12/07/2021	Consent Agenda	☒	
	Agenda Item Type	Contract/Agreement/Lease				Ordinance/Reso	☐
	Subject	NW HIDTA Fiduciary Contracts				Public Mtg / Hrg	☐
	Ordinance/Reso #		Contract #		Other	☐	
	Project #		Permit #		Quasi-Judicial	☐	
	Department	Finance					

Recommendation

That City Council authorize the City Manager to sign service agreements with the Northwest High Intensity Drug Trafficking Area (HIDTA) contractors (7).

Motion for Consideration

I move to authorize the City Manager to sign service agreements with the Northwest HIDTA contractors.

Summary

The City of Kennewick Police Department partners with several local, state, and federal agencies to meet its mission of keeping our community safe. As the administrative lead for the Tri-Cities Metro Drug Task Force, the City has partnered with the Northwest HIDTA group to reduce drug trafficking and production as well as drug-related violent crimes in our region. In 2018, the City was asked to serve as a Fiduciary for Northwest HIDTA, which provided a unique opportunity to enhance the partnership already in place with this group. City Council authorized the City Manager to submit an application to become a Fiduciary, which was subsequently approved.

As a Fiduciary for the Northwest HIDTA program, the City's responsibilities primarily consist of administrative duties, including required reporting to the federal government and acting as a pass-through for federal funds paid to the program's contracted staff. As part of its administrative duties, the City is required to enter into separate agreements with the program's contractors, along with Northwest HIDTA. The agreements include a scope of services to be performed by each position, as well as the compensation each position will receive during the covered period. The funding for all payments made by the City in the fiduciary role will be reimbursed through a federal award.

Alternatives

None recommended.

Fiscal Impact

The proposed contractor agreements do not have a fiscal impact to the City of Kennewick. All compensation and reimbursements authorized under the agreements will be reimbursed to the City through a federal HIDTA grant. The City currently has an agreement in place through 12/31/2022 to be paid \$55,000 annually as compensation for performing its administrative duties as the Fiduciary for the Northwest HIDTA.

Through	Denise Winters Nov 30, 07:46:44 GMT-0800 2021	Attachments: Operations Manager Agreement IT Agreement Intelligence Analyst Agreement - Lord Intelligence Analyst Agreement - Evans Financial Manager Agreement Deputy Director Agreement
Dept Head Approval	Dan Legard Nov 30, 14:32:12 GMT-0800 2021	
City Mgr Approval	Marie Mosley Dec 03, 14:42:06 GMT-0800 2021	
		☐ Recording Required?

CONTRACTOR: Andrea Robin Rask
AGENCY: City of Kennewick
PROJECT: Northwest HIDTA Operations Manager
AMOUNT: \$101,632.44
FUND SOURCE: High Intensity Drug Trafficking Area Grant
DURATION: January 1, 2022 through December 31, 2022

AGREEMENT FOR NORTHWEST HIDTA OPERATIONS MANAGER SERVICES

THIS Agreement for Northwest HIDTA (“HIDTA”) Operations Manager Services (“Agreement”) is made by and between the CITY OF KENNEWICK, a political subdivision of the State of Washington, as a fiscal fiduciary for HIDTA (the “City”), and ANDREA ROBIN RASK, an individual (the “Contractor”).

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. CONTRACTOR RESPONSIBILITIES.

Contractor agrees to perform Operations Manager services for HIDTA. Operations Manager services include, but are not limited to:

- 1.1 Serving as the primary point of contact and administrator of the Performance Management Process (PMP) database;
- 1.2 Ensuring the reliability and accuracy of data and information entered into the PMP database;
- 1.3 Ensuring participant/initiative/agency compliance with the performance reporting provisions detailed in HIDTA’s Program Policy and Budget Guidance as well as the PMP User Guide, keeping the Director, or designee, updated as required;
- 1.4 Maintaining their PMP certification;
- 1.5 Ensuring appropriate personnel are trained annually on the PMP database and are apprised of any changes in procedures or definitions;
- 1.6 Assisting HIDTA, Office of National Drug Control Policy (“ONDCP”) and independent auditors during performance audits and program reviews;
- 1.7 Where applicable, implementing audit recommendations, addressing findings and drafting and implementing a Corrective Action Plan (CAP), if necessary;

- 1.8 Creating, implementing and tracking annual training plans to include expected outputs and preparing and submitting associated budgets;
- 1.9 Identifying, recommending and carrying out relevant training for HIDTA and its initiatives;
- 1.10 Routinely communicating with others similarly situated throughout the HIDTA community, and elsewhere, to identify and implement best practices;
- 1.11 Being responsible for administrative matters associated with HIDTA sponsored training, to include: physical and virtual classroom set-up, facility considerations, student manuals/training material, training aids, other necessary equipment and instructor/student coordination;
- 1.12 Conducting after-action interviews and assessments;
- 1.13 Communicating training matters to HIDTA employees and contractors, stakeholders and other law enforcement and public health agencies/entities operating in Washington State;
- 1.14 Supervising the Information Technology Administrator/Electronic Surveillance Technician;
- 1.15 Overseeing the Overdose Response Strategy Initiative to include activities of the Drug Intelligence Officer and Public Health Analyst;
- 1.16 Reporting to the Director, Deputy Director, or designee;
- 1.17 Performing other duties as directed by competent authority; and
- 1.18 Employment is contingent on the qualification for and maintenance of a National Security Clearance at the appropriate level, with the minimum level required being secret.

2. TIME OF PERFORMANCE.

This Agreement shall govern services rendered beginning January 1, 2022, and ending December 31, 2022, unless this Agreement is terminated earlier as provided in Section 10.

3. INDEPENDENT CONTRACTOR.

Contractor is and shall at all times be an independent contractor and is not to be considered an agent, employee or servant of the City. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the City. The Contractor specifically has the right to direct and control Contractor's own

activities in providing the agreed services in accordance with the specifications set out in this Agreement. The City's only responsibility under this Agreement is to administer the Grant Agreement between ONDCP and the City ("Grant/Award") by supplying ONDCP the proper documentation regarding any payments due to the Contractor, and disbursing such funds to the Contractor. Nothing in this Agreement shall be construed to render the parties partners or joint ventures.

The Contractor will report to the Director, or designee, and will serve at the will of HIDTA. The Contractor will be required to comply with all requirements for employment established by HIDTA. This Agreement is subject to the review and approval of the Director.

4. COMPENSATION.

This Agreement, particularly the payment by the City to the Contractor of a salary and travel reimbursement, is contingent on funding by a Grant/Award and made available through ONDCP. Provided sufficient funding is available, the City will pay the Contractor a total salary of \$101,632.44 for the services provided under this Agreement. Payment will be made in twenty-four (24) substantially equal, semi-monthly installments. In addition to this salary, and provided sufficient funding is available, the City will reimburse the Contractor for necessary travel expenses incurred during the performance of the Agreement.

5. OWNERSHIP.

All reports, plans, specifications, all forms of electronic media, and data and documents produced in the performance of this work shall remain the property of HIDTA. The City reserves the right to access any records pertaining to the City of Kennewick.

6. CHANGES.

No changes or additions shall be made in this Agreement except as agreed to by all parties and reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7. REVIEW AND APPROVAL.

Upon submittal of any report or other information required by the scope of services to be performed, the Director, or designee, upon review may accept such work or reject it, or request such modification or additions as it deems appropriate.

8. HOLD HARMLESS AND INDEMNIFICATION.

The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the

performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

The Contractor's obligation shall include, but not be limited to investigating, adjusting and defending all claims alleging loss from action, error or omission or breach of any common law, statutory or other delegated duty by the Contractor, Contractor's employees, agents or subcontractors.

9. COMPLIANCE WITH LAWS.

The Contractor shall comply with all applicable federal, state and local laws in performing this Agreement, including laws governing discrimination.

10. TERMINATION.

10.1 Each party understands that funding is currently available to support this Agreement through December 31, 2022, but that funding is contingent upon legislative appropriation. Should loss of funding occur during the period covered by this Agreement, the City or HIDTA may terminate this Agreement with thirty (30) days advance notice. In that instance, the City will pay the Contractor for services performed up to and including one-half (1/2) of the month in which the termination is effective, assuming funding is available.

10.2 HIDTA may terminate this Agreement upon thirty (30) days written notice to the Contractor for any other reason or no reason. In that event, the City shall pay the Contractor only for services provided. A final, pro-rata payment shall be made in accordance with Section 4 of this Agreement.

10.3 Termination shall not affect the rights of HIDTA, the City or the Contractor under any other paragraph herein.

11. NON-ASSIGNMENT.

The Contractor shall not sublet or assign any of the rights, duties or obligations covered by this Agreement without the prior express written consent of the City.

12. CONFLICTS BETWEEN ATTACHMENTS AND TEXT.

Should any conflicts exist between any attached exhibit or schedule and the text of this Agreement, the text shall prevail.

13. GOVERNING LAW AND STIPULATION OF VENUE.

The laws of the state of Washington shall govern this Agreement and any lawsuit regarding this Agreement must be brought in Benton County, Washington.

14. SEVERABILITY.

Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

15. INTEGRATION.

This Agreement is intended to replace all previous Agreements between the parties with respect to the terms of this Agreement. This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties or commitments, except as set forth in this Agreement.

16. NON-DISCRIMINATION.

The Contractor shall not discriminate against any person or persons because of race, religion, color, sex, national origin, or any other protected class status in the conduct of its operation hereunder and shall comply with all Federal and State laws relating to discrimination.

Conversely, HIDTA shall not discriminate against the Contractor because of race, color, sex, national origin or any other protected class status, and shall comply with all Federal and State laws relating to discrimination.

17. ENTIRE AGREEMENT.

This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties or commitments, except as set forth in this Agreement.

18. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY.

If federal funds are the basis for this contract, the Contractor certifies that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in this contract by any federal department or agency. If requested by the City, the Contractor shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form. Any such form completed by the Contractor for this Agreement shall be incorporated into this Contract by reference.

IN WITNESS WHEREOF, the parties hereto execute this written Agreement on the latest day and year subscribed below:

CONTRACTOR

ANDREA ROBIN RASK

Date

CITY OF KENNEWICK

MARIE E. MOSLEY, City Manager

Date

Approved as to form:

LISA BEATON, City Attorney

Date

EXECUTION APPROVED BY NORTHWEST HIDTA EXECUTIVE BOARD

JONATHAN MCPHERSON, Executive Board Chair

Date

CONTRACTOR: Brandon Ross
AGENCY: City of Kennewick
PROJECT: Northwest HIDTA Information Technology Systems
Administrator/Electronic Surveillance Technician
AMOUNT: \$116,643.00
FUND SOURCE: High Intensity Drug Trafficking Area Grant
DURATION: January 1, 2022 through December 31, 2022

**AGREEMENT FOR NORTHWEST HIDTA INFORMATION TECHNOLOGY
SYSTEMS ADMINISTRATOR AND ELECTRONIC SURVEILLANCE TECHNICIAN
SERVICES**

THIS Agreement for Northwest HIDTA (“HIDTA”) Information Technology Systems Administrator/Electronic Surveillance Technician Services (“Agreement”) is made by and between the CITY OF KENNEWICK, a political subdivision of the State of Washington, as a fiscal fiduciary for HIDTA (the “City”), and BRANDON ROSS, an individual (the “Contractor”).

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. SCOPE OF SERVICES TO BE PROVIDED BY CONTRACTOR.

Contractor agrees to perform Information Technology Systems Administrator/Electronic Surveillance Technician services for HIDTA. Information Technology Systems Administrator/Electronic Surveillance Technician services include, but are not limited to:

- 1.1 Developing and maintaining the HIDTA computer network, related systems and the daily on-site operation thereof;
- 1.2 Installing, organizing and supporting the HIDTA computer systems, including local area networks (LANs), wide area networks (WANs), network segments, intranets and other data communication systems;
- 1.3 Offering expert guidance and support to HIDTA staff and affiliates regarding the procurement, use, maintenance and control of the highly specialized hardware and software;
- 1.4 Interacting with and supporting law enforcement personnel during the course of investigations while maintaining strict confidentiality and operational security;
- 1.5 Overseeing contracted vendors’ installation and maintenance of commonly used electronic surveillance and/or telecommunication equipment and

ensuring the work performed and products provided meet HIDTA requirements;

- 1.6 Ensuring HIDTA and its partners comply with the HIDTA Program Policy and Budget Guidance and Uniform Guidance 2 CFR Part 200 as it pertains to equipment purchases and inventory safekeeping;
- 1.7 Ensuring that all the requirements of the loaned equipment program are met and the HIDTA Inventory System is up to date and in compliance;
- 1.8 Conducting audits, inspections, preventive maintenance and repairs to ensure optimum operational capability of electronics, systems and equipment;
- 1.9 Reporting directly to the HIDTA Operations Manager;
- 1.10 Performing other duties as directed by competent authority; and
- 1.11 Employment is contingent on the qualification for and maintenance of a National Security Clearance at the appropriate level, with the minimum level required being secret.

2. TIME OF PERFORMANCE.

This Agreement shall govern services rendered beginning January 1, 2022, and ending December 31, 2022, unless this Agreement is terminated earlier as provided in Section 10.

3. INDEPENDENT CONTRACTOR.

Contractor is and shall at all times be an independent contractor and is not to be considered an agent, employee or servant of the City. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the City. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The City's only responsibility under this Agreement is to administer the Grant Agreement between ONDCP and the City ("Grant/Award") by supplying ONDCP the proper documentation regarding any payments due to the Contractor, and disbursing such funds to the Contractor. Nothing in this Agreement shall be construed to render the parties partners or joint ventures.

The Contractor will report to the Director, or designee, and will serve at the will of the HIDTA. The Contractor will be required to comply with all requirements for employment established by HIDTA. This Agreement is subject to the review and approval of the Director.

4. COMPENSATION.

This Agreement, particularly the payment by the City to the Contractor of a salary and travel reimbursement, is contingent on funding by a Grant/Award and made available through ONDCP. Provided sufficient funding is available, the City will pay the Contractor a total salary of \$116,643.00 for the services provided under this Agreement. Payment will be made in twenty-four (24) substantially equal, semi-monthly installments. In addition to this salary, and provided sufficient funding is available, the City will reimburse the Contractor for necessary travel expenses incurred during the performance of the Agreement.

5. OWNERSHIP.

All reports, plans, specifications, all forms of electronic media, and data and documents produced in the performance of this work shall remain the property of HIDTA. The City reserves the right to access any records pertaining to the City of Kennewick.

6. CHANGES.

No changes or additions shall be made in this Agreement except as agreed to by all parties and reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7. REVIEW AND APPROVAL.

Upon submittal of any report or other information required by the scope of services to be performed, the Director, or designee, upon review may accept such work or reject it, or request such modification or additions as it deems appropriate.

8. HOLD HARMLESS AND INDEMNIFICATION.

The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

The Contractor's obligation shall include, but not be limited to investigating, adjusting and defending all claims alleging loss from action, error or omission or

breach of any common law, statutory or other delegated duty by the Contractor, Contractor's employees, agents or subcontractors.

9. COMPLIANCE WITH LAWS.

The Contractor shall comply with all applicable federal, state and local laws in performing this Agreement, including laws governing discrimination.

10. TERMINATION.

10.1 Each party understands that funding is currently available to support this Agreement through December 31, 2022, but that funding is contingent upon legislative appropriation. Should loss of funding occur during the period covered by this Agreement, the City or HIDTA may terminate this Agreement with thirty (30) days advance notice. In that instance, the City will pay the Contractor for services performed up to and including one-half (1/2) of the month in which the termination is effective, assuming funding is available.

10.2 HIDTA may terminate this Agreement upon thirty (30) days written notice to the Contractor for any other reason or no reason. In that event, the City shall pay the Contractor only for services provided. A final, pro-rata payment shall be made in accordance with Section 4 of this Agreement.

10.3 Termination shall not affect the rights of HIDTA, the City or the Contractor under any other paragraph herein.

11. NON-ASSIGNMENT.

The Contractor shall not sublet or assign any of the rights, duties or obligations covered by this Agreement without the prior express written consent of the City.

12. CONFLICTS BETWEEN ATTACHMENTS AND TEXT.

Should any conflicts exist between any attached exhibit or schedule and the text of this Agreement, the text shall prevail.

13. GOVERNING LAW AND STIPULATION OF VENUE.

The laws of the state of Washington shall govern this Agreement and any lawsuit regarding this Agreement must be brought in Benton County, Washington.

14. SEVERABILITY.

Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

15. INTEGRATION.

This Agreement is intended to replace all previous Agreements between the parties with respect to the terms of this Agreement. This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties or commitments, except as set forth in this Agreement.

16. NON-DISCRIMINATION.

The Contractor shall not discriminate against any person or persons because of race, religion, color, sex, national origin, or any other protected class status in the conduct of its operation hereunder and shall comply with all Federal and State laws relating to discrimination.

Conversely, HIDTA shall not discriminate against the Contractor because of race, color, sex, national origin or any other protected class status, and shall comply with all Federal and State laws relating to discrimination.

17. ENTIRE AGREEMENT.

This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties or commitments, except as set forth in this Agreement.

18. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY.

If federal funds are the basis for this contract, the Contractor certifies that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in this contract by any federal department or agency. If requested by the City, the Contractor shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Agreement shall be incorporated into this Contract by reference.

IN WITNESS WHEREOF, the parties hereto execute this written Agreement on the latest day and year subscribed below:

CONTRACTOR

BRANDON ROSS

Date

CITY OF KENNEWICK

MARIE E. MOSLEY, City Manager

Date

Approved as to form:

LISA BEATON, City Attorney

Date

EXECUTION APPROVED BY NORTHWEST HIDTA EXECUTIVE BOARD

JONATHAN MCPHERSON, Executive Board Chair

Date

CONTRACTOR: Victoria Lord
AGENCY: City of Kennewick
PROJECT: Northwest HIDTA Intelligence Analyst
AMOUNT: \$85,000.00
FUND SOURCE: High Intensity Drug Trafficking Area Grant
DURATION: January 1, 2022 through December 31, 2022

AGREEMENT FOR NORTHWEST HIDTA INTELLIGENCE ANALYST SERVICES

THIS Agreement for Northwest HIDTA (“HIDTA”) Intelligence Analyst Services (“Agreement”) is made by and between the CITY OF KENNEWICK, a political subdivision of the State of Washington, as a fiscal fiduciary for HIDTA (the “City”), and VICTORIA LORD, an individual (the “Contractor”).

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. SCOPE OF SERVICES TO BE PERFORMED BY CONTRACTOR.

Contractor agrees to perform Intelligence Analyst services for HIDTA. Intelligence Analyst services include, but are not limited to:

- 1.1 Performing criminal research and analysis in support of multi-agency criminal drug investigations;
- 1.2 Collecting, analyzing, evaluating, producing, and disseminating tactical, operational, and strategic intelligence;
- 1.3 Preparing written products pertaining to tactical, operational, and/or strategic intelligence;
- 1.4 Preparing presentations and conducting briefings to supervisors, managers, detectives, and/or prosecutors concerning investigative, operational, and/or strategic intelligence;
- 1.5 Using federal, state, and local criminal systems and databases to research and evaluate drug organization members, drug trafficking activities, and investigative overlaps;
- 1.6 Conducting communications analysis and preparing organizational, phone link, and timeline charts using various intelligence/investigative software applications;
- 1.7 Monitoring drug trafficking trends, identifying emerging trends and officer safety issues, and preparing strategic intelligence assignments;

- 1.8 Preparing and documenting analytical findings in investigative reports;
- 1.9 Using investigative and analytical tools, word processing, graphics, and spreadsheet software to produce reports, presentations, and special projects;
- 1.10 Completing special projects and performing other related analytical and research duties as required;
- 1.11 Testifying in criminal prosecutions as needed;
- 1.12 Traveling at government expense as needed;
- 1.13 Reporting directly to the ISC manager;
- 1.14 Performing other duties as directed by competent authority; and
- 1.15 Employment is contingent on the qualification for and maintenance of a National Security Clearance at the appropriate level, with the minimum level required being secret.

2. TIME OF PERFORMANCE.

This Agreement shall govern services rendered beginning January 1, 2022, and ending December 31, 2022, unless this Agreement is terminated earlier as provided in Section 10.

3. INDEPENDENT CONTRACTOR.

Contractor is and shall at all times be an independent contractor and is not to be considered an agent, employee or servant of the City. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the City. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The City's only responsibility under this Agreement is to administer the Grant Agreement between ONDCP and the City ("Grant/Award") by supplying ONDCP the proper documentation regarding any payments due to the Contractor, and disbursing such funds to the Contractor. Nothing in this Agreement shall be construed to render the parties partners or joint ventures.

The Contractor will report to the Director, or designee, and will serve at the will of HIDTA. The Contractor will be required to comply with all requirements for employment established by HIDTA. This Agreement is subject to the review and approval of the Director.

4. COMPENSATION.

This Agreement, particularly the payment by the City to the Contractor of a salary and travel reimbursement, is contingent on funding by a Grant/Award and made available through ONDCP. Provided sufficient funding is available, the City will pay the Contractor a total salary of \$85,000.00 for the services provided under this Agreement. Payment will be made in twenty-four (24) substantially equal, semi-monthly installments. In addition to this salary, and provided sufficient funding is available, the City will reimburse the Contractor for necessary travel expenses incurred during the performance of the Agreement.

5. OWNERSHIP.

All reports, plans, specifications, all forms of electronic media, and data and documents produced in the performance of this work shall remain the property of HIDTA. The City reserves the right to access any records pertaining to the City of Kennewick.

6. CHANGES.

No changes or additions shall be made in this Agreement except as agreed to by all parties and reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7. REVIEW AND APPROVAL.

Upon submittal of any report or other information required by the scope of services to be performed, the Director, or designee, upon review may accept such work or reject it, or request such modification or additions as it deems appropriate.

8. HOLD HARMLESS AND INDEMNIFICATION.

The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

The Contractor's obligation shall include, but not be limited to investigating, adjusting and defending all claims alleging loss from action, error or omission or

breach of any common law, statutory or other delegated duty by the Contractor, Contractor's employees, agents or subcontractors.

9. COMPLIANCE WITH LAWS.

The Contractor shall comply with all applicable federal, state and local laws in performing this Agreement, including laws governing discrimination.

10. TERMINATION.

10.1 Each party understands that funding is currently available to support this Agreement through December 31, 2022, but that funding is contingent upon legislative appropriation. Should loss of funding occur during the period covered by this Agreement, the City or HIDTA may terminate this Agreement with thirty (30) days advance notice. In that instance, the City will pay the Contractor for services performed up to and including one-half (1/2) of the month in which the termination is effective, assuming funding is available.

10.2 HIDTA may terminate this Agreement upon thirty (30) days written notice to the Contractor for any other reason or no reason. In that event, the City shall pay the Contractor only for services provided. A final, pro-rata payment shall be made in accordance with Section 4 of this Agreement.

10.3 Termination shall not affect the rights of HIDTA, the City or the Contractor under any other paragraph herein.

11. NON-ASSIGNMENT.

The Contractor shall not sublet or assign any of the rights, duties or obligations covered by this Agreement without the prior express written consent of the City.

12. CONFLICTS BETWEEN ATTACHMENTS AND TEXT.

Should any conflicts exist between any attached exhibit or schedule and the text of this Agreement, the text shall prevail.

13. GOVERNING LAW AND STIPULATION OF VENUE.

The laws of the state of Washington shall govern this Agreement and any lawsuit regarding this Agreement must be brought in Benton County, Washington.

14. SEVERABILITY.

Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

15. INTEGRATION.

This Agreement is intended to replace all previous Agreements between the parties with respect to the terms of this Agreement. This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties or commitments, except as set forth in this Agreement.

16. NON-DISCRIMINATION.

The Contractor shall not discriminate against any person or persons because of race, religion, color, sex, national origin, or any other protected class status in the conduct of its operation hereunder and shall comply with all Federal and State laws relating to discrimination.

Conversely, HIDTA shall not discriminate against the Contractor because of race, color, sex, national origin or any other protected class status, and shall comply with all Federal and State laws relating to discrimination.

17. ENTIRE AGREEMENT.

This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties or commitments, except as set forth in this Agreement.

18. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY.

If federal funds are the basis for this contract, the Contractor certifies that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in this contract by any federal department or agency. If requested by the City, the Contractor shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Agreement shall be incorporated into this Contract by reference.

IN WITNESS WHEREOF, the parties hereto execute this written Agreement on the latest day and year subscribed below:

CONTRACTOR

VICTORIA LORD

Date

CITY OF KENNEWICK

MARIE E. MOSLEY, City Manager

Date

Approved as to form:

LISA BEATON, City Attorney

Date

EXECUTION APPROVED BY NORTHWEST HIDTA EXECUTIVE BOARD

JONATHAN MCPHERSON, Executive Board Chair

Date

CONTRACTOR: Keith Evans
AGENCY: City of Kennewick
PROJECT: Northwest HIDTA Intelligence Analyst
AMOUNT: \$87,216.84
FUND SOURCE: High Intensity Drug Trafficking Area Grant
DURATION: January 1, 2022 through December 31, 2022

AGREEMENT FOR NORTHWEST HIDTA INTELLIGENCE ANALYST SERVICES

THIS Agreement for Northwest HIDTA (“HIDTA”) Intelligence Analyst Services (“Agreement”) is made by and between the CITY OF KENNEWICK, a political subdivision of the State of Washington, as a fiscal fiduciary for HIDTA (the “City”), and KEITH EVANS, an individual (the “Contractor”).

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. SCOPE OF SERVICES TO BE PERFORMED BY CONTRACTOR.

Contractor agrees to perform Intelligence Analyst services for HIDTA. Intelligence Analyst services include, but are not limited to:

- 1.1 Performing criminal research and analysis in support of multi-agency criminal drug investigations;
- 1.2 Collecting, analyzing, evaluating, producing, and disseminating tactical, operational, and strategic intelligence;
- 1.3 Preparing written products pertaining to tactical, operational, and/or strategic intelligence;
- 1.4 Preparing presentations and conducting briefings to supervisors, managers, detectives, and/or prosecutors concerning investigative, operational, and/or strategic intelligence;
- 1.5 Using federal, state, and local criminal systems and databases to research and evaluate drug organization members, drug trafficking activities, and investigative overlaps;
- 1.6 Conducting communications analysis and preparing organizational, phone link, and timeline charts using various intelligence/investigative software applications;
- 1.7 Monitoring drug trafficking trends, identifying emerging trends and officer safety issues, and preparing strategic intelligence assignments;

- 1.8 Preparing and documenting analytical findings in investigative reports;
- 1.9 Using investigative and analytical tools, word processing, graphics, and spreadsheet software to produce reports, presentations, and special projects;
- 1.10 Completing special projects and performing other related analytical and research duties as required;
- 1.11 Testifying in criminal prosecutions as needed;
- 1.12 Traveling at government expense as needed;
- 1.13 Reporting directly to the ISC manager;
- 1.14 Performing other duties as directed by competent authority; and
- 1.15 Employment is contingent on the qualification for and maintenance of a National Security Clearance at the appropriate level, with the minimum level required being secret.

2. TIME OF PERFORMANCE.

This Agreement shall govern services rendered beginning January 1, 2022, and ending December 31, 2022, unless this Agreement is terminated earlier as provided in Section 10.

3. INDEPENDENT CONTRACTOR.

Contractor is and shall at all times be an independent contractor and is not to be considered an agent, employee or servant of the City. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the City. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The City's only responsibility under this Agreement is to administer the Grant Agreement between ONDCP and the City ("Grant/Award") by supplying ONDCP the proper documentation regarding any payments due to the Contractor, and disbursing such funds to the Contractor. Nothing in this Agreement shall be construed to render the parties partners or joint ventures.

The Contractor will report to the Director, or designee, and will serve at the will of the HIDTA. The Contractor will be required to comply with all requirements for

employment established by HIDTA. This Agreement is subject to the review and approval of the Director.

4. COMPENSATION.

This Agreement, particularly the payment by the City to the Contractor of salary and travel reimbursement, is contingent on funding by a Grant/Award and made available through ONDCP. Provided sufficient funding is available, the City will pay the Contractor a total salary of \$87,216.84 for the services provided under this Agreement. Payment will be made in twenty-four (24) substantially equal, semi-monthly installments. In addition to this salary, and provided sufficient funding is available, the City will reimburse the Contractor for necessary travel expenses incurred during the performance of the Agreement.

5. OWNERSHIP.

All reports, plans, specifications, all forms of electronic media, and data and documents produced in the performance of this work shall remain the property of HIDTA. The City reserves the right to access any records pertaining to the City of Kennewick.

6. CHANGES.

No changes or additions shall be made in this Agreement except as agreed to by all parties and reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7. REVIEW AND APPROVAL.

Upon submittal of any report or other information required by the scope of services to be performed, the Director, or designee, upon review may accept such work or reject it, or request such modification or additions as it deems appropriate.

8. HOLD HARMLESS AND INDEMNIFICATION.

The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

The Contractor's obligation shall include, but not be limited to investigating, adjusting and defending all claims alleging loss from action, error or omission or breach of any common law, statutory or other delegated duty by the Contractor, Contractor's employees, agents or subcontractors.

9. COMPLIANCE WITH LAWS.

The Contractor shall comply with all applicable federal, state and local laws in performing this Agreement, including laws governing discrimination.

10. TERMINATION.

10.1 Each party understands that funding is currently available to support this Agreement through December 31, 2022, but that funding is contingent upon legislative appropriation. Should loss of funding occur during the period covered by this Agreement, the City or HIDTA may terminate this Agreement with thirty (30) days advance notice. In that instance, the City will pay the Contractor for services performed up to and including one-half (1/2) of the month in which the termination is effective, assuming funding is available.

10.2 HIDTA may terminate this Agreement upon thirty (30) days written notice to the Contractor for any other reason or no reason. In that event, the City shall pay the Contractor only for services provided. A final, pro-rata payment shall be made in accordance with Section 4 of this Agreement.

10.3 Termination shall not affect the rights of HIDTA, the City or the Contractor under any other paragraph herein.

11. NON-ASSIGNMENT.

The Contractor shall not sublet or assign any of the rights, duties or obligations covered by this Agreement without the prior express written consent of the City.

12. CONFLICTS BETWEEN ATTACHMENTS AND TEXT.

Should any conflicts exist between any attached exhibit or schedule and the text of this Agreement, the text shall prevail.

13. GOVERNING LAW AND STIPULATION OF VENUE.

The laws of the state of Washington shall govern this Agreement and any lawsuit regarding this Agreement must be brought in Benton County, Washington.

14. SEVERABILITY.

Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

15. INTEGRATION.

This Agreement is intended to replace all previous Agreements between the parties with respect to the terms of this Agreement. This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties or commitments, except as set forth in this Agreement.

16. NON-DISCRIMINATION.

The Contractor shall not discriminate against any person or persons because of race, religion, color, sex, national origin, or any other protected class status in the conduct of its operation hereunder and shall comply with all Federal and State laws relating to discrimination.

Conversely, HIDTA shall not discriminate against the Contractor because of race, color, sex, national origin or any other protected class status, and shall comply with all Federal and State laws relating to discrimination.

17. ENTIRE AGREEMENT.

This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties or commitments, except as set forth in this Agreement.

18. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY.

If federal funds are the basis for this contract, the Contractor certifies that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal department or agency. If requested by the City, the Contractor shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Agreement shall be incorporated into this Contract by reference.

IN WITNESS WHEREOF, the parties hereto execute this written Agreement on the latest day and year subscribed below:

CONTRACTOR

KEITH EVANS

Date

CITY OF KENNEWICK

MARIE E. MOSLEY, City Manager

Date

Approved as to form:

LISA BEATON, City Attorney

Date

EXECUTION APPROVED BY NORTHWEST HIDTA EXECUTIVE BOARD

JONATHAN MCPHERSON, Executive Board Chair

Date

CONTRACTOR: Julie Christine
AGENCY: City of Kennewick
PROJECT: Northwest HIDTA Financial Manager
AMOUNT: \$121,814.28
FUND SOURCE: High Intensity Drug Trafficking Area Grant
DURATION: January 1, 2022 through December 31, 2022

AGREEMENT FOR NORTHWEST HIDTA FINANCIAL MANAGER SERVICES

THIS Agreement for Northwest HIDTA (“HIDTA”) Financial Manager Services (“Agreement”) is made by and between the CITY OF KENNEWICK, a political subdivision of the State of Washington, as a fiscal fiduciary for HIDTA(the “City”), and JULIE CHRISTINE, an individual (the “Contractor”).

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. SCOPE OF SERVICES TO BE PROVIDED BY CONTRACTOR.

Contractor agrees to perform Financial Manager services for HIDTA. Financial Manager services include, but are not limited to:

- 1.1 Establishing and/or revising and maintaining operating policies and procedures for management of funds;
- 1.2 Preparing annual budget estimates and coordinating budget submissions to the HIDTA Director (“Director”), HIDTA Executive Board (“Executive Board”) and Office of National Drug Control Policy (“ONDCP”);
- 1.3 Disseminating guidelines and instruction material for preparation of budget submission and program objectives;
- 1.4 Providing technical assistance for developing budget submissions and funding estimates;
- 1.5 Providing guidance to HIDTA fiduciaries on the reporting and reimbursement procedures and Federal Financial Reporting requirements;
- 1.6 Reviewing, analyzing, and providing recommendations on requests from agencies and task forces for reprogramming and funding allocations;
- 1.7 Interpreting, revising and providing instructions for preparing and presenting budget proposals, budget forecasts, funding status and expenditure reports for all HIDTA initiatives;

- 1.8 Providing managerial and accounting interpretations of data in reports provided to the Director, Executive Board, and ONDCP.
- 1.9 Developing, coordinating, and implementing new or revised in-house accounting systems, and initiating necessary instructions and procedures in conformance with HIDTA, ONDCP, and any other applicable policies;
- 1.10 Assuring accounting, reporting and procedures are in compliance with established fiscal and administrative policies and procedures of the HIDTA program;
- 1.11 Monitoring HIDTA grants from application to closeout phase and conducting ongoing reviews of the use of funds to ensure compliance with regulations;
- 1.12 Reviewing and balancing all grants maintained in HIDTA's Financial Management System;
- 1.13 Reviewing the accuracy and permissibility of expenditures and identifying any problem areas;
- 1.14 Performing in-house and on-site reviews of fiduciaries/initiatives receiving HIDTA funds, examining financial reports, accounting records and related documents, and determining whether procedures are consistent and conform to acceptable practices;
- 1.15 Examining program objectives and packages submitted by Initiatives for adequacy of material and compliance with ONDCP/HIDTA procedures;
- 1.16 Assisting in planning and developing materials for presentation to the Executive Board and ONDCP;
- 1.17 Performing other duties as directed by competent authority; and
- 1.18 Employment is contingent on the qualification for and maintenance of a National Security Clearance at the appropriate level, with the minimum level required being secret.

2. TIME OF PERFORMANCE.

This Agreement shall govern services rendered beginning January 1, 2022, and ending December 31, 2022, unless this Agreement is terminated earlier as provided in Section 10.

3. INDEPENDENT CONTRACTOR.

Contractor is and shall at all times be an independent contractor and is not to be considered an agent, employee or servant of the City. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the City. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The City's only responsibility under this Agreement is to administer the Grant Agreement between ONDCP and the City ("Grant/Award") by supplying ONDCP the proper documentation regarding any payments due to the Contractor, and disbursing such funds to the Contractor. Nothing in this Agreement shall be construed to render the parties partners or joint ventures.

The Contractor will report to the Director, or designee, and will serve at the will of HIDTA. The Contractor will be required to comply with all requirements for employment established by HIDTA. This Agreement is subject to the review and approval of the Director.

4. COMPENSATION.

This Agreement, particularly the payment by the City to the Contractor of a salary and travel reimbursement, is contingent on funding by a Grant/Award and made available through ONDCP. Provided sufficient funding is available, the City will pay the Contractor a total salary of \$121,814.28 for the services provided under this Agreement. Payment will be made in twenty-four (24) substantially equal, semi-monthly installments. In addition to this salary, and provided sufficient funding is available, the City will reimburse the Contractor for necessary travel expenses incurred during the performance of the Agreement.

5. OWNERSHIP.

All reports, plans, specifications, all forms of electronic media, and data and documents produced in the performance of this work shall remain the property of HIDTA. The City reserves the right to access any records pertaining to the City of Kennewick.

6. CHANGES.

No changes or additions shall be made in this Agreement except as agreed to by all parties and reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7. REVIEW AND APPROVAL.

Upon submittal of any report or other information required by the scope of services to be performed, the Director, or designee, upon review may accept such work or reject it, or request such modification or additions as it deems appropriate.

8. HOLD HARMLESS AND INDEMNIFICATION.

The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

The Contractor's obligation shall include, but not be limited to investigating, adjusting, and defending all claims alleging loss from action, error or omission or breach of any common law, statutory or other delegated duty by the Contractor, Contractor's employees, agents or subcontractors.

9. COMPLIANCE WITH LAWS.

The Contractor shall comply with all applicable federal, state and local laws in performing this Agreement, including laws governing discrimination.

10. TERMINATION.

10.1 Each party understands that funding is currently available to support this Agreement through December 31, 2022, but that funding is contingent upon legislative appropriation. Should loss of funding occur during the period covered by this Agreement, the City or HIDTA may terminate this Agreement with thirty (30) days advance notice. In that instance, the City will pay the Contractor for services performed up to and including one-half (1/2) of the month in which the termination is effective, assuming funding is available.

10.2 HIDTA may terminate this Agreement upon thirty (30) days written notice to the Contractor for any other reason or no reason. In that event, the City shall pay the Contractor only for services provided. A final, pro-rata payment shall be made in accordance with Section 4 of this Agreement.

10.3 Termination shall not affect the rights of HIDTA, the City or the Contractor under any other paragraph herein.

11. NON-ASSIGNMENT.

The Contractor shall not sublet or assign any of the rights, duties or obligations

covered by this Agreement without the prior express written consent of the City.

12. CONFLICTS BETWEEN ATTACHMENTS AND TEXT.

Should any conflicts exist between any attached exhibit or schedule and the text of this Agreement, the text shall prevail.

13. GOVERNING LAW AND STIPULATION OF VENUE.

The laws of the state of Washington shall govern this Agreement and any lawsuit regarding this Agreement must be brought in Benton County, Washington.

14. SEVERABILITY.

Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

15. INTEGRATION.

This Agreement is intended to replace all previous Agreements between the parties with respect to the terms of this Agreement. This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties or commitments, except as set forth in this Agreement.

16. NON-DISCRIMINATION.

The Contractor shall not discriminate against any person or persons because of race, religion, color, sex, national origin, or any other protected class status in the conduct of its operation hereunder and shall comply with all Federal and State laws relating to discrimination.

Conversely, HIDTA shall not discriminate against the Contractor because of race, color, sex, national origin or any other protected class status, and shall comply with all Federal and State laws relating to discrimination.

17. ENTIRE AGREEMENT.

This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties or commitments, except as set forth in this Agreement.

18. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY.

If federal funds are the basis for this contract, the Contractor certifies that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal department or agency. If requested by the City, the Contractor shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Agreement shall be incorporated into this Contract by reference.

IN WITNESS WHEREOF, the parties hereto execute this written Agreement on the latest day and year subscribed below:

CONTRACTOR

JULIE CHRISTINE

Date

CITY OF KENNEWICK

MARIE E. MOSLEY, City Manager

Date

Approved as to form:

LISA BEATON, City Attorney

Date

EXECUTION APPROVED BY NORTHWEST HIDTA EXECUTIVE BOARD

JONATHAN MCPHERSON, Executive Board Chair

Date

CONTRACTOR: Matthew Duran
AGENCY: City of Kennewick
PROJECT: Northwest HIDTA Deputy Director
AMOUNT: \$167,385.84
FUND SOURCE: High Intensity Drug Trafficking Area Grant
DURATION: January 1, 2022 through December 31, 2022

AGREEMENT FOR NORTHWEST HIDTA DEPUTY DIRECTOR SERVICES

This Agreement for Northwest HIDTA (“HIDTA”) Deputy Director Services (“Agreement”) is made by and between the CITY OF KENNEWICK, a political subdivision of the State of Washington, as a fiscal fiduciary for HIDTA (the “City”), and MATTHEW DURAN, an individual (the “Contractor”).

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. SCOPE OF SERVICES TO BE PERFORMED BY CONTRACTOR.

Contractor agrees to perform Deputy Director services for HIDTA. Deputy Director services include, but are not limited to:

- 1.1 Coordinating the HIDTA intelligence system operations to ensure compliance with the General Counterdrug Intelligence Plan, Office of National Drug Control Policy ("ONDCP") Program Policy and Budget Guidance, and other national and HIDTA program intelligence guidelines;
- 1.2 In the absence of the HIDTA Executive Director (“Director”), the Deputy Director assumes the Director’s responsibilities for the HIDTA program;
- 1.3 Monitoring and coordinating the HIDTA intelligence functions in order to provide optimal service to HIDTA initiatives and participating agencies through system evaluation and analysis. Identifying additional funding needs to the Director, and facilitating reprogramming of funds where needed;
- 1.4 Preparing, facilitating and directing the HIDTA Investigative Support Center (“ISC”) staff in production of required annual and periodic reports such as the Threat Assessment, Congressional Reports, and Peer Reviews as well as other strategic, tactical intelligence and information documents, acting as primary editor;
- 1.5 Working cooperatively and collaborating with HIDTA deputy directors and program managers, coordinating program activities to ensure HIDTA meets the HIDTA/ONDCP developmental standards for intelligence centers;
- 1.6 Understanding national intelligence system requirements and monitoring the

status and progress of the HIDTA intelligence program to ensure interconnectivity and conformity to national requirements. Recommending improvements in intelligence program coordination and reporting to the Director and the HIDTA Executive Board (“Executive Board”) and its subcommittees;

- 1.7 Ensuring all aspects of the intelligence program are continually analyzed to identify new requirements, deficiencies, critical problems, and the need for program revision;
- 1.8 Supervising the preparation and maintenance of the ISC Standard Operating Procedures (SOP) manual and annual budget based on requirements and input from the ISC manager and others;
- 1.9 Overseeing those responsible for the HIDTA facility's physical, procedural, and electronic security systems;
- 1.10 Being responsible for ISC budget matters, researching and developing of budget requirements, monitoring and approving purchases, invoices and expenditures, and maintaining an ongoing awareness of budget status with all fiduciaries;
- 1.11 Assisting in planning innovative, comprehensive programs to meet the drug and regional crime threat while promoting HIDTA's enforcement and intelligence strategies;
- 1.12 Planning and forecasting for future requirements and developing short, medium, and long term plans to meet HIDTA’s mission and goals;
- 1.13 Developing, fostering and maintaining cooperative partnerships with federal, state, local, and tribal law enforcement agencies. Promoting and enhancing communications between HIDTA programs and initiatives;
- 1.14 Planning, developing, coordinating and executing the annual HIDTA initiative review program. Assisting in the production of the ONDCP required Performance Management System;
- 1.15 Assisting in formulating policies and implementing strategic planning for the Director and Executive Board in meeting HIDTA’s mission and goals;
- 1.16 Providing general oversight and coordination for the preparation of annual initiative proposals. Ensuring that priorities and objectives are clearly identified and realistic and consistent with other HIDTA programs and initiatives and in accordance with ONDCP mandates;
- 1.17 Assisting the Director’s Financial Manager by providing advice, guidance, and assistance to task force managers and enforcement initiative supervisors during preparation of their HIDTA budgets;
- 1.18 Supervising the Information Technology Unit. Determining and coordinating

the requirements for automation and technology resources for the ISC and HIDTA initiatives. Ensuring that the HIDTA network operates within recognized security standards and the utilization, access and dissemination of information meets lawful and industry standards;

- 1.19 Supervising the HIDTA Operations Manager, who administers the program's training functions;
- 1.20 Supervising HIDTA members responsible for general administration functions;
- 1.21 Supervising HIDA Operations Manager who is responsible for promoting, developing and maintaining a system for tracking operational and statistical performance data needed by HIDTA and/or participating HIDTA agencies;
- 1.22 Representing the HIDTA program and Director by participating in national law enforcement meetings, conferences and community forums;
- 1.23 Assisting the Director as required with overall program administrative issues;
- 1.24 Performing other duties as directed by competent authority; and
- 1.25 Employment is contingent on the qualification for and maintenance of a National Security Clearance at the appropriate level, with the minimum level required being secret.

2. TIME OF PERFORMANCE.

This Agreement shall govern services rendered beginning January 1, 2022, and ending December 31, 2022, unless this Agreement is terminated earlier as provided in Section 10.

3. INDEPENDENT CONTRACTOR.

Contractor is and shall at all times be an independent contractor and is not to be considered an agent, employee or servant of the City. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the City. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The City's only responsibility under this Agreement is to administer the Grant Agreement between ONDCP and the City ("Grant/Award") by supplying ONDCP the proper documentation regarding any payments due to the Contractor, and disbursing such funds to the Contractor. Nothing in this Agreement shall be construed to render the parties partners or joint ventures.

The Deputy Director will report to the Director, or designee, and will serve at the will of HIDTA. The Deputy Director will be required to comply with all requirements for employment established by HIDTA. This Agreement is subject to the review and

approval of the Director.

4. COMPENSATION.

This Agreement, particularly the payment by the City to the Contractor of a salary, car allowance, and travel reimbursement, is contingent on funding by a Grant/Award and made available through ONDCP. Provided sufficient funding is available, the City will pay the Contractor a total salary of \$167,385.84 for the services provided under this Agreement. Payment will be made in twenty-four (24) substantially equal, semi-monthly installments. This salary includes a car allowance of \$6,000.00. In addition to this salary and car allowance, and provided sufficient funding is available, the City will reimburse the Contractor for necessary travel expenses incurred during the performance of the Agreement.

5. OWNERSHIP.

All reports, plans, specifications, all forms of electronic media, and data and documents produced in the performance of this work shall remain the property of HIDTA. The City reserves the right to access any records pertaining to the City of Kennewick.

6. CHANGES.

No changes or additions shall be made in this Agreement except as agreed to by all parties and reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7. REVIEW AND APPROVAL.

Upon submittal of any report or other information required by the scope of services to be performed, the Director, or designee, upon review may accept such work or reject it, or request such modification or additions as it deems appropriate.

8. HOLD HARMLESS AND INDEMNIFICATION.

The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

The Contractor's obligation shall include, but not be limited to investigating, adjusting and defending all claims alleging loss from action, error or omission or

breach of any common law, statutory or other delegated duty by the Contractor, Contractor's employees, agents or subcontractors.

9. COMPLIANCE WITH LAWS.

The Contractor shall comply with all applicable federal, state and local laws in performing this Agreement, including laws governing discrimination.

10. TERMINATION.

10.1 Each party understands that funding is currently available to support this Agreement through December 31, 2022, but that funding is contingent upon legislative appropriation. Should loss of funding occur during the period covered by this Agreement, the City or HIDTA may terminate this Agreement with thirty (30) days advance notice. In that instance, the City will pay the Contractor for services performed up to and including one-half (1/2) of the month in which the termination is effective, assuming funding is available.

10.2 HIDTA may terminate this Agreement upon thirty (30) days written notice to the Contractor for any other reason or no reason. In that event, the City shall pay the Contractor only for services provided. A final, pro-rata payment shall be made in accordance with Section 4 of this Agreement.

10.3 Termination shall not affect the rights of HIDTA, the City or the Contractor under any other paragraph herein.

11. NON-ASSIGNMENT.

The Contractor shall not sublet or assign any of the rights, duties or obligations covered by this Agreement without the prior express written consent of the City.

12. CONFLICTS BETWEEN ATTACHMENTS AND TEXT.

Should any conflicts exist between any attached exhibit or schedule and the text of this Agreement, the text shall prevail.

13. GOVERNING LAW AND STIPULATION OF VENUE.

The laws of the state of Washington shall govern this Agreement and any lawsuit regarding this Agreement must be brought in Benton County, Washington.

14. SEVERABILITY.

Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

15. INTEGRATION.

This Agreement is intended to replace all previous Agreements between the parties with respect to the terms of this Agreement. This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties or commitments, except as set forth in this Agreement.

16. NON-DISCRIMINATION.

The Contractor shall not discriminate against any person or persons because of race, religion, color, sex, national origin, or any other protected class status in the conduct of its operation hereunder and shall comply with all Federal and State laws relating to discrimination.

Conversely, HIDTA shall not discriminate against the Contractor because of race, color, sex, national origin or any other protected class status, and shall comply with all Federal and State laws relating to discrimination.

17. ENTIRE AGREEMENT.

This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties or commitments, except as set forth in this Agreement.

18. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY.

If federal funds are the basis for this contract, the Contractor certifies that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in this contract by any federal department or agency. If requested by the City, the Contractor shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Agreement shall be incorporated into this Contract by reference.

IN WITNESS WHEREOF, the parties hereto execute this written Agreement on the latest day and year subscribed below:

CONTRACTOR

MATTHEW DURAN

Date

CITY OF KENNEWICK

MARIE E. MOSLEY, City Manager

Date

Approved as to form:

LISA BEATON, City Attorney

Date

EXECUTION APPROVED BY NORTHWEST HIDTA EXECUTIVE BOARD

JONATHAN MCPHERSON, Executive Board Chair

Date

ONTRACTOR: Jonathan Weiner
AGENCY: City of Kennewick
PROJECT: Northwest HIDTA Director
AMOUNT: \$195,834.51
FUND SOURCE: High Intensity Drug Trafficking Area Grant
DURATION: January 1, 2022 through December 31, 2022

AGREEMENT FOR NORTHWEST HIDTA DIRECTOR SERVICES

THIS Agreement for Northwest HIDTA (“HIDTA”) Director Services (“Agreement”) is made by and between the CITY OF KENNEWICK, a political subdivision of the State of Washington, as a fiscal fiduciary for HIDTA (the “City”), and JONATHAN WEINER, an individual (the “Contractor”).

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. SCOPE OF SERVICES TO BE PERFORMED BY CONTRACTOR.

Contractor agrees to perform Executive Director services for HIDTA. Executive Director services include, but are not limited to:

- 1.1 Reviewing, evaluating and advising participating federal and state agencies on proposed initiatives, and budget requests relating to drug law enforcement activity grants for the coming year;
- 1.2 Reviewing proposed grant initiatives with submitting jurisdictions, advising as to whether the content is sufficient to achieve the funding goal stated in the initiative and budget request and acting as liaison between submitting jurisdictions and the HIDTA Executive Board (“Executive Board”), National HIDTA Committee, and Office of National Drug Control Policy (“ONDCP”);
- 1.3 Preparing and submitting to the Executive Board an annual report, part of an annual budget request (ABR), that is consistent with the guidelines established by the Executive Board, ONDCP, budget requests and funding received by HIDTA;
- 1.4 Preparing and submitting to the Executive Board initiative description and budget proposals for each component of HIDTA (law enforcement, treatment, and prevention) that is consistent with ABR requirements;
- 1.5 Updating the Executive Board each quarter regarding HIDTA activities. This briefing shall include a fiscal overview to ensure consistency with

program objectives, and, in the case of grant funding, compliance with applicable grant guidelines;

- 1.6 Serving as a liaison between task forces served by HIDTA, other HDTAs, law enforcement and military agencies, treatment and prevention agencies and private sector organizations and vendors;
- 1.7 Performing other duties, responsibilities and functions of the Executive Director as indicated on the most recent position vacancy announcement for the HIDTA Director position.;
- 1.8 Performing other duties as directed by competent authority to include ONDCP, the Executive Board, and others, to support overall goals set by the Executive Board and ONDCP; and
- 1.9 Employment is contingent on the qualification for and maintenance of a National Security Clearance at the appropriate level, with the minimum level required being secret.

2. TIME OF PERFORMANCE.

This Agreement shall govern services rendered beginning January 1, 2022, and ending December 31, 2022, unless this Agreement is terminated earlier as provided in Section 10.

3. INDEPENDENT CONTRACTOR.

Contractor is and shall at all times be an independent contractor and is not to be considered an agent, employee or servant of the City. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the City. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The City's only responsibility under this Agreement is to administer the Grant Agreement between ONDCP and the City ("Grant/Award") by supplying ONDCP the proper documentation regarding any payments due to the Contractor, and disbursing such funds to the Contractor. Nothing in this Agreement shall be construed to render the parties partners or joint ventures.

The Contractor will report to the Executive Board, established committees, or designees, and will serve at the will of the HIDTA. The Contractor will be required to comply with all requirements for employment established by HIDTA. This Agreement is subject to the review and approval of the Director of ONDCP.

4. COMPENSATION.

This Agreement, particularly the payment by the City to the Contractor of a salary, car allowance and travel reimbursement, is contingent on funding by a Grant/Award and made available through ONDCP. Provided sufficient funding is

available, the City will pay the Contractor a total salary of \$195,834.51 for the services provided under this Agreement. Payment will be made in twenty-four (24) substantially equal, semi-monthly installments. This salary includes a car allowance of \$6,000.00. In addition to this salary and car allowance, and provided sufficient funding is available, the City will reimburse the Contractor for necessary travel expenses incurred during the performance of the Agreement.

5. OWNERSHIP.

All reports, plans, specifications, all forms of electronic media, and data and documents produced in the performance of this work shall remain the property of HIDTA. The City reserves the right to access any records pertaining to the City of Kennewick.

6. CHANGES.

No changes or additions shall be made in this Agreement except as agreed to by all parties and reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7. REVIEW AND APPROVAL.

Upon submittal of any report or other information required by the scope of services to be performed, the Executive Board, or designee, upon review may accept such work or reject it, or request such modification or additions as it deems appropriate.

8. HOLD HARMLESS AND INDEMNIFICATION.

The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

The Contractor's obligation shall include, but not be limited to investigating, adjusting and defending all claims alleging loss from action, error or omission or breach of any common law, statutory or other delegated duty by the Contractor, Contractor's employees, agents or subcontractors.

9. COMPLIANCE WITH LAWS.

The Contractor shall comply with all applicable federal, state and local laws in performing this Agreement, including laws governing discrimination.

10. TERMINATION.

10.1 Each party understands that funding is currently available to support this Agreement through December 31, 2022, but that funding is contingent upon legislative appropriation. Should loss of funding occur during the period covered by this Agreement, the City or HIDTA may terminate this Agreement with thirty (30) days advance notice. In that instance, the City will pay the Contractor for services performed up to and including one-half (1/2) of the month in which the termination is effective, assuming funding is available.

10.2 HIDTA may terminate this Agreement upon thirty (30) days written notice to the Contractor for any other reason or no reason. In that event, the City shall pay the Contractor only for services provided. A final, pro-rata payment shall be made in accordance with Section 4 of this Agreement.

10.3 Termination shall not affect the rights of the HIDTA, the City or the Contractor under any other paragraph herein.

11. NON-ASSIGNMENT.

The Contractor shall not sublet or assign any of the rights, duties or obligations covered by this Agreement without the prior express written consent of the City.

12. CONFLICTS BETWEEN ATTACHMENTS AND TEXT.

Should any conflicts exist between any attached exhibit or schedule and the text of this Agreement, the text shall prevail.

13. GOVERNING LAW AND STIPULATION OF VENUE.

The laws of the state of Washington shall govern this Agreement and any lawsuit regarding this Agreement must be brought in Benton County, Washington.

14. SEVERABILITY.

Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

15. INTEGRATION.

This Agreement is intended to replace all previous Agreements between the parties with respect to the terms of this Agreement. This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City,

and there are no representations, warranties or commitments, except as set forth in this Agreement.

16. NON-DISCRIMINATION.

The Contractor shall not discriminate against any person or persons because of race, religion, color, sex, national origin, or any other protected class status in the conduct of its operation hereunder and shall comply with all Federal and State laws relating to discrimination.

Conversely, HIDTA shall not discriminate against the Contractor because of race, color, sex, national origin or any other protected class status, and shall comply with all Federal and State laws relating to discrimination.

17. ENTIRE AGREEMENT.

This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties or commitments, except as set forth in this Agreement.

18. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY.

If federal funds are the basis for this contract, the Contractor certifies that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in this contract by any federal department or agency. If requested by the City, the Contractor shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Agreement shall be incorporated into this Contract by reference.

IN WITNESS WHEREOF, the parties hereto execute this written Agreement on the latest day and year subscribed below.

CONTRACTOR

JONATHAN WEINER

Date

CITY OF KENNEWICK

MARIE E. MOSLEY, City Manager

Date

Approved as to form:

LISA BEATON, City Attorney

Date

EXECUTION APPROVED BY NORTHWEST HIDTA EXECUTIVE BOARD

JONATHAN MCPHERSON, Executive Board Chair

Date

Council Agenda Coversheet 	Agenda Item Number	3.g.	Council Date	12/07/2021	Consent Agenda	☒
	Agenda Item Type	Contract/Agreement/Lease			Ordinance/Reso	☐
	Subject	IUOE Collective Bargaining Agreement			Public Mtg / Hrg	☐
	Ordinance/Reso #		Contract #		Other	☐
	Project #		Permit #		Quasi-Judicial	☐
	Department	Finance				

Recommendation

Staff recommends that City Council approve the three-year collective bargaining agreement between the City of Kennewick and the International Union of Operating Engineers, Local #280.

Motion for Consideration

I move to approve and authorize the Mayor and City Manager to sign the International Union of Operating Engineers, Local #280 Collective Bargaining Agreement.

Summary

The City and the IUOE, Local #280 have reached a tentative agreement on a successor labor contract covering the three-year period from January 1, 2022 through December 31, 2024. The tentative agreement contains the following economic terms:

Wages:

January 1, 2022 - variable percentage base wage increases based on a job market study, within City Council parameters;
January 1, 2023 & 2024 - percentage base wage increases based on CPI, with a 2.5% minimum and a 4% maximum.

Mechanics: mechanics progress through the experience-based wage scale in six month intervals instead of twelve months.

Compensatory time: employees can accrue a maximum of 80 hours of compensatory time instead of 40 hours.

Overtime and extended work shifts: employees will be limited to 12 or 15 hour shifts in total except during emergencies; if sent home early, the City will not reduce overtime hours and employees can use PTO to make up any unworked scheduled hours.

Bereavement leave: employees receive three days of bereavement leave following the death of an immediate family member instead of one to four days based on individual circumstances.

Job-required certifications: the parties confirm the previously unwritten practice that employees will pay all costs associated with obtaining initial job-required certifications, and that the City will pay all costs with maintaining those certifications.

Alternatives

None recommended.

Fiscal Impact

The total estimated cost of the new contract is \$1,624,400 for 2022-2024, when compared to the cost for this same period using existing contract terms. This amount is within City Council's bargaining parameters.

Through	Corey Osborn Dec 02, 10:32:13 GMT-0800 2021	Attachments: 
Dept Head Approval	Dan Legard Dec 02, 10:49:04 GMT-0800 2021	
City Mgr Approval	Marie Mosley Dec 03, 14:53:30 GMT-0800 2021	
		☐ Recording Required?

COLLECTIVE BARGAINING AGREEMENT

Between

CITY OF KENNEWICK

and

**INTERNATIONAL UNION OF OPERATING
ENGINEERS**

January 1, 2022 – December 31, 2024

2022-2024
COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
CITY OF KENNEWICK and
LOCAL UNION NO. 280
INTERNATIONAL UNION OF OPERATING ENGINEERS

THIS AGREEMENT is made and entered into by and between the CITY OF KENNEWICK, WASHINGTON, serving the Water, Wastewater, Equipment Rental, Parks, Facilities, Streets, Storm Water, and Traffic Divisions, hereinafter called the "City," and LOCAL #280 of the INTERNATIONAL UNION OF OPERATING ENGINEERS, hereinafter called the "Union."

WITNESSETH: The City and the Union recognize that harmonious relations should be maintained between them and with the public. All will benefit by continuous peace and by adjusting any differences which may arise by rational common sense methods. Since it is unlawful to strike against the government, we therefore give our unequivocal pledge that the Union will neither initiate, support, nor condone a strike against the City of Kennewick. Provided however, except for emergencies, employees shall not be required to cross a legally sanctioned (as AFL-CIO sanctioned) picket line against another employer, but in such cases, the City may perform the work by contract or by supervisors.

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ARTICLE 1 – TERM AND SCOPE OF AGREEMENT

1.1 This Agreement shall be and hereby does become effective January 1, 2022, and shall remain in full force and effect up to and including December 31, 2024. If either party desires to amend this contract, they shall give written notice of such intentions to the other party no later than June 30, 2024. The proposed changes, which shall constitute the subject of negotiations for amendment, shall accompany such notice of intention to enter into negotiations for amendment. Any changes or modifications mutually agreed to by the parties shall become effective January 1, 2022, or later, if mutually agreed upon by the parties, and shall not be retroactive.

1.2 It is understood and agreed that if, during the term of this Agreement, mandatory laws applicable to and in conflict with any of the provisions hereof shall become effective and thereafter govern the parties in respect to such conflicting provisions, then and in that event this Agreement shall be subject to revisions by mutual agreement of the parties hereto, covering the changes in the provisions which conflict.

ARTICLE 2 – UNION MEMBERSHIP

2.1 The City hereby recognizes Local 280 as the exclusive bargaining representative for the purposes stated in Chapter 41.56 RCW of all regular full-time employees employed within the bargaining unit and job classifications listed in this Agreement. The foregoing provisions shall not be construed as denying the City the right to select any new employee. Further, the City shall have the right to select and/or retain any supervisory employee. Further, nothing contained in this Section shall be construed to apply to part-time employees or to temporary employees with less than thirty (30) days of continuous employment.

2.2 The City will deduct membership dues and pay to Local #280 from the wages of all employees who, in writing, have authorized the City to do so, and will submit a monthly accounting of such deduction, giving the amount deducted opposite the employee's name, as long as such assignment is not revoked or beyond the termination of this Agreement, whichever first occurs. The International Union of Operating Engineers, Local #280, agrees to indemnify and hold the City harmless against any claims, suits, order or judgments brought and issued against the City as a result of any action taken or not taken by the City on account of a payroll deduction of Union dues.

2.3 The City shall furnish bulletin board space for the use of the Union for posting Union announcements and data. Notices or bulletins which the Union intends to have posted will be routed by the Union through the City Manager's Office for approval, which will not be unreasonably withheld. The City shall have no responsibility for the content of material posted on the bulletin board.

ARTICLE 3 – CLASSIFICATIONS

3.1 The classification and wage rates for all full-time employees of the City covered by this Agreement and eligible for Union membership shall be listed in Exhibit “A”, attached hereto. A newly-hired employee shall be considered a probationary employee for a period of twelve (12) calendar months, during which time he/she will acquire no seniority credit. However, upon successfully completing the probationary period, that person shall be considered a regular employee, and he/she shall have his/her seniority established as of his/her date of hire as a probationary full-time employee. New hires shall receive a performance review at the end of six (6) months. ~~With the exception of Utility Workers and Mechanics who progress annually through the salary schedule, a p~~Probationary employees receiving satisfactory six-month performance reviews shall be allowed to progress in the salary schedule. Probationary employees, including new hires, are not eligible to bid on any job vacancies, including both promotional and lateral transfer opportunities, as part of an internal recruitment process unless they meet one or more of the following criteria:

- The employee currently holds all required certifications, including a CDL if applicable, for the position for which the employee is applying; or
- The employee is able to obtain all required certifications, including a CDL if applicable, for the position for which the employee is applying within ninety (90) days of appointment; or
- The employee possesses unique qualifications or work experience relevant to the position for which the employee is applying.

Probationary employees who do not meet the above criteria may apply for job vacancies as part of the external recruitment process, and will not lose seniority if selected.

During the first twelve (12) months of probation the City reserves the right to terminate the probationary employee with or without cause. The Union may represent probationary employees during the probationary period, except that newly-hired probationary employees may be discharged at any time without cause and without the right of appeal under the terms of the contract.

When it is found necessary to add new classifications to this Agreement, the City Manager or his/her representative and the Union shall meet to reach an agreement on wages and conditions for said new classifications. Said agreement shall be subject to approval by the City Council. The City reserves the right to determine if and when newly created vacant positions will be filled.

ARTICLE 4 – EMPLOYER RIGHTS

4.1 Subject only to the express limitations stated in this Agreement, or in any other agreement between the employer and the Union, it is agreed that the customary and usual rights, powers, functions, responsibilities and authority of management are vested in management officials of the City, and are not subject to appeal through the grievance procedure unless otherwise expressly provided by the terms of this Agreement. Included in these rights in accordance with applicable laws and regulations and this collective bargaining agreement are:

4.1.1 The right to direct the work force;

4.1.2 The right to hire, promote, retain, transfer, and assign employees in positions;

- 4.1.3 The right to suspend, discharge, demote, or take other disciplinary action against employees;
- 4.1.4 The right to release employees from duties because of lack of work or for other legitimate reasons;
- 4.1.5 The right to maintain efficiency of the City operations by determining the methods, the means, and the personnel by which such operation is conducted;
- 4.1.6 To take whatever actions are necessary in emergencies in order to assure the proper operation of the City; and
- 4.1.7 To control the City budget.

ARTICLE 5 – RECOGNITION

5.1 The City is engaged in public service requiring continuous operating and it is agreed that recognition of such obligation of continuous service during the term of this Agreement is imposed upon both the City and its employees, members of said Local #280, and the Union itself.

5.2 The Union agrees that its members, who are employees of the City, shall individually and collectively perform efficient work and service; that they shall avoid and discourage waste of materials, time, and manpower; that they shall use their influence and best efforts to protect the City and its interest and to prevent loss of tools and materials; and that they shall cooperate with the City in promoting and advancing the welfare of the City and the service at all times.

5.3 The City retains the right to exercise discipline in the interest of good service and the proper conduct of its business, provided that any regular employee (or his/her representative) who has been laid off, disciplined, or discharged shall be advised of the reason or reasons for such action.

5.4 Disciplinary materials at the level of a written warning-reprimand or higher shall be maintained in the official personnel file of the employee. Access to personnel files shall be limited to the employee, the employee's authorized representative, officials of the City who have a business need for the access, or as required by public records and freedom of information laws at the federal or state level. Employees shall have the right to review their files after providing reasonable advance notice, and shall have the right to attach reasonable materials in explanation or rebuttal to adverse materials. Adverse materials shall not be placed in the personnel file without the knowledge of the employee.

Consideration will be given for removal of disciplinary material from employees' active personnel files upon written request by the employee to the Human Resources Director. A request may not be made until eighteen (18) months have passed since the date of the issue of the discipline unless otherwise agreed. The Human Resources Director will review the matter with the Department Director and provide the employee with a written response within ten (10) days of receipt of the request for removal.

All "last chance agreements" will be removed from employees' active personnel files and placed in confidential administrative files after thirty-six (36) months, provided there are no further issues during that time frame. This language will apply to existing last chance agreements currently on file. It will be the responsibility of the affected employee to notify the Human Resources Director once thirty-six (36) months have passed.

ARTICLE 6 – COMPLAINT, GRIEVANCE, AND ARBITRATION

6.1 Complaint Procedure.

One of the purposes of this Agreement is to provide for the resolution of any employee's complaint properly and equitably. Initiation of a complaint may result from one or more of the following reasons:

- A. If the employee believes he/she has been unfairly treated;
- B. If the employee disagrees with his/her supervisor as to the application of a policy to him/her. Initiation of said complaint shall not subject the employee to discrimination, coercion, restraint, or reprisal as a result of initiating such action. In resolving complaints, the procedure shall be as follows:

Step 1. The employee, together with the Steward if desired by the employee, shall discuss the complaint with his/her supervisor within two (2) working days subsequent to the date of occurrence inasmuch as most problems can be resolved promptly by informal discussion. The supervisor shall verbally rule on the complaint within two (2) working days thereafter. However, in the event the employee is not satisfied with the decision of the supervisor, he/she may initiate Steps 2 and 3 below. Such procedure shall commence within six (6) working days subsequent to the date of occurrence.

Step 2. The employee, together with the Steward and the supervisor, shall orally or in writing submit to the Department Director the facts upon which the complaint is based. The Department Director shall then review the facts. The Department Director shall then notify the employee and the supervisor of his/her decision in writing within five (5) days of the date of receipt of the facts.

Step 3. If the employee is not satisfied with the decision resulting from Step 2, the employee may submit his/her further appeal in writing to the City Manager within two (2) working days from the date of the Department Director's decision. The City Manager, upon receipt of such appeal, shall call a hearing on the issue within ten (10) calendar days of receipt of the written appeal. At such hearing, the employee and his/her representative, the Department Director and his/her representative, if desired, together with the witnesses, if any, shall present the facts of the case to the City Manager or his/her representative. The City Manager shall present his/her decision on the issue in writing to the employee and Department Director within ten (10) calendar days of the date of the hearing. The City Manager's decision shall be final.

6.2 Grievance Procedure.

A grievance is defined as: a) A dispute as to the application or interpretation of this Agreement; or b) If the employee believes he/she has been unfairly disciplined, demoted, suspended or terminated. It is the desire of the parties of this contract to adjudicate grievances as quickly and efficiently as possible. To this end, the following procedure shall apply:

Step 1. The employee who has a grievance shall submit it to his/her supervisor within five (5) working days of the event giving rise to the grievance. A working day shall be defined as any day City Hall is open to the public. Failure to do so will constitute a waiver of the grievance. The supervisor shall give his/her oral answer within five (5) working days after such presentation.

Step 2. If a grievance is not settled in Step 1, and the employee wishes to appeal the grievance to Step 2 of the Grievance Procedure, the employee shall submit the written grievance to the Department Director, the Executive Director of Employee and Community Relations, and the Union Business Representative within five (5) working days after the designated supervisor's answer in Step 1. The written grievance shall be signed by both the employee(s) and the supervisor. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions of this Agreement allegedly violated, and the relief requested. Within five (5) working days, the Department Director or his/her representative shall discuss the grievance with the Union Steward and the employee at a time mutually agreed to by the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the City Manager and the Union. If no settlement is reached, the Department Director or his/her representative shall give the Department's written answer to the Union within five (5) working days following their meeting.

Step 3. If the grievance is not settled in Step 2, and the employee desires to appeal, the matter shall be referred by the employee in writing to the City Manager within five (5) working days after the designated Department Director's answer in Step 2. A meeting between the City Manager or his/her representative and the employee and his/her representative shall be held at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the City Manager or his/her representative, and the Union. If no settlement is reached, the City Manager or his/her representative shall give the City's written answer to the Union within ten (10) working days following their meeting.

Step 4. A Steward, upon request of the employee, shall be present in cases of disciplinary action except where management may determine a delicate case may exist such as involving a police matter in which an employee may be confronted and suffer unnecessary and personal embarrassment, or in special situations where it is necessary to take immediate disciplinary action and a Steward is not on duty and available. An employee may not be disciplined by a supervisor or manager of another division unless the employee is assigned to, or is temporarily working in, that division.

6.3 Arbitration.

6.3.1 All disputes raised by the employee against the City involving the application of the specific provisions of the Agreement and not settled by means of the grievance procedure may be disposed of by arbitration in a manner and form hereafter provided. If not settled, the grievance may be referred to arbitration within seven (7) working days after the receipt of the City Manager's answer in Step 3 of the grievance procedure.

The parties shall attempt to agree upon an arbitrator within five (5) calendar days after receipt of notice of referral. In the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately jointly request the Public Employment Relations Commission to submit a panel of at least five (5) arbitrators. Either party may reject one (1) entire panel at any time during the selection process. Both the City and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall make the first strike from the list of arbitrators. The second party shall then strike a second name, the first party a third name, the second party a fourth name, and the remaining person shall be the arbitrator. The arbitrator shall be notified of his/her selection by a joint letter from the City and the Union requesting that he/she set a time and place for an arbitration hearing, subject to the availability of the City and the Union representatives. All arbitration hearings shall be held in Kennewick, Washington (unless the parties mutually agree otherwise).

6.3.2 The arbitrator shall render his/her decision based on the interpretation and application of the provisions of this Agreement. The arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms or provisions of this Agreement.

The arbitrator shall only consider and make a decision with respect to the specific issue submitted to him/her. The arbitrator shall have no authority to make a decision on any other issue not submitted.

In the event the arbitrator finds that he/she has no authority or power to rule in the case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case. In any grievance in which there is a dispute as to whether the matter may be arbitrated or not, the arbitrator shall first rule on this issue. The arbitrator shall have no authority to make or impose a decision which is inconsistent with state or federal law. The arbitrator shall have no power or authority to award punitive damages. No decision of the arbitrator in one case shall create a basis for retroactive adjustment in another case where the facts and circumstances are different. The arbitrator shall have the power and authority to hear only grievances that are timely-filed in accordance with time limits specified by this Article or mutually extended by the parties. The arbitrator may not entertain arguments of continuous grievance as justification for not filing a timely grievance. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be final and binding upon the parties to the grievance, provided the decision does not involve action by the arbitrator which is beyond his/her jurisdiction.

6.3.3 The fees and expenses of the arbitrator shall be borne equally by the Union and the City. Each party will be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript. Time involved with preparing and presenting the case shall not be considered as hours worked and will not be reimbursed by the employer.

6.4 If a complaint or grievance is not presented within the time limits set forth above, it shall be considered waived. If there is no appeal to the next step within the specified time limit, or any agreed extension thereof, the matter shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the City and the Union or the employee involved in each step. A working day shall be defined as any day City Hall is open to the public.

6.5 Management Grievance/Arbitration. In recognition of the mutual obligation of the parties to this Agreement to abide by its terms and conditions, the City may file a grievance for violation or improper application of this Agreement by any employee or the Union. Such grievance may be appealed to arbitration at the option of the City.

6.6 The Union may file a grievance for violation of or improper application of this Agreement by the City.

ARTICLE 7 – HOURS OF WORK

Section 7.1 applies to employees hired before August 21, 2012; Section 7.2 applies to employees hired August 21, 2012 or later; all other Section in this Article apply to all employees regardless of position or date of hire.

7.1 Hours of Work for employees hired before August 21, 2012:

- A. The work week for full-time employees shall be four (4) consecutive ten (10) hour shifts or five (5) consecutive eight (8) hour shifts. Forty (40) hours shall constitute the standard work week. The scheduled work shift shall be not less than eight (8) and not more than ten (10) consecutive hours, excluding a thirty (30) minute unpaid meal period. For employees required to remain in a duty status during lunch, a twenty (20) minute paid meal shall be provided. A work day means a twenty-four (24) hour period commencing with the employee's scheduled work shift. The Department Director, subject to the approval of the City Manager, shall establish appropriate work shifts specifying starting and ending times, lunch period and scheduled days of rest. Each employee shall be allowed a ten (10) minute cleanup time at the end of his/her shift, and not more than a ten (10) minute break, both prior to and after the normal meal period, to be scheduled by the supervisor. As far as it is practicable, the work day shall conform with established hours of other divisions. This conformity shall not interfere with the special time schedules governing divisions operating more than eight (8) hours in each calendar day.

The normal hours of work shall be established as those eight (8) hour shifts falling between 7:00 a.m. and 4:30 p.m. whenever practicable, with the City reserving the right to change hours in accordance with Section 7.2 of this Article to meet its service delivery needs, which then shall be the normal work day. The normal work week shall be Monday through Friday inclusive.

- B. The City may make adjustments to each division's shift starting time when excessive heat affects productivity, efficiency, and/or safety of a work crew. Employees of the department requesting relief of heat stress may petition their respective supervisor for consideration during the month(s) of June, July, and August. Consideration of such requests shall not be unreasonably denied.
- C. The City will provide a twenty-four (24) hour notice for a change of shift. A shift change is defined as modifying an employee's scheduled work day for one or more consecutive days.
- D. The City shall pay a differential of one dollar (\$1.00) per hour for all hours worked between 6:00 p.m. and 6:00 a.m., Monday through Friday, and for all hours worked on Saturday and Sunday. Employees required to work outside their scheduled shift on a temporary scheduled shift due to emergency weather conditions shall receive a shift differential of \$1.00 per hour for all hours worked between 6:00 p.m. and 6:00 a.m., and for all hours worked on a Saturday and Sunday. When employees work in a temporary scheduled shift, their starting and ending times will be changed to coincide with that shift. Shift differential shall not be paid for overtime or premium rate hours as detailed in Article 8.

7.2 Hours of Work for ~~Utility Workers and~~ employees hired after August 21, 2012. For purposes of this section, the following definitions shall apply:

- A. Work Week: The normal work week commences at 12:01 a.m. Sunday and ends at 12:00 midnight the following Saturday, except where an 8-9s schedule is utilized. The work week for full-time employees shall consist of either four (4) ten (10) hour shifts, five (5) eight (8) hours shifts, or eight (8) nine (9) hour shifts with one eight (8) hour shift every other week. An additional alternative compressed work schedule may include four (4) nine (9) hour shifts and one (1) four (4) hour shift during the work week. Forty (40) hours shall constitute the standard number of hours worked in each work week. For full-time employees working a shift other than 5-8s, 4-10s, or 8-9s, the work week will be set so that employees are scheduled to work no more than 40 hours in a work week. Days of rest in an employee's work schedule shall be consecutive. In the event an 8-9s schedule is utilized, the work week shall commence at 11:01 a.m. on the employee's eight-hour work day and end seven days later at 11:00 a.m.
- B. Work Shift: The hours worked each day by the employee, usually in blocks of 8 or 10 hours, excluding the lunch period. The work shift includes starting and ending times and scheduled periods of rest. The scheduled work shift shall be not less than eight (8) and not more than ten (10) hours, excluding a 30-minute unpaid meal period. For employees required to remain in a duty status during lunch, a twenty (20) minute paid meal shall be provided.
- C. Work Day: A work day means a twenty-four (24) hour period commencing with the employee's scheduled work shift.
- D. Shift Change: Modifying an employee's work starting time and ending time on one or more

days or modifying the days on which an employee is required to report to work. The City will provide twenty-four (24) hours advanced notice of a change of shift.

- E. Existing Employees: Employees hired before August 21, 2012 may request a compressed work schedule as provided under subsection A above. The division manager or designee is vested with the exclusive authority to authorize a compressed work schedule, and the decision to authorize a compressed work schedule shall be based on the business needs of the City. In the event a compressed work schedule becomes unsuitable to the business needs of the City, the City may revert back to the normal shift schedule upon giving 30 (thirty) days notice to the affected employee(s).
- F. Compressed Schedule – Holiday Pay/Leave/Overtime: For employees on a compressed work schedule of either 4-10s or 8-9s, the following shall apply:
 - 1. Holidays – Holiday weeks may be scheduled in one of two ways, at the discretion of the division manager or designee:
 - a. Revert to 8-hour work days where holiday pay will be made in accordance with the collective bargaining agreement; or
 - b. Maintain the alternative compressed work schedule. When a holiday occurs on one of the employee's regularly scheduled work days, the employee will be credited with eight (8) hours of holiday pay. Hours in excess of eight (8) during the holiday shall be charged to PTO or compensation time if available. Water plant operators working ten (10) hour shifts will be compensated at 10 hours for holiday pay if they are required by the City to work that schedule. Additional hours of work may be scheduled during the period, unless annual leave is requested and approved. When an employee's regularly scheduled day off is a Monday and a holiday falls on that day, the employee will be permitted to take off the following day. When an employee's regularly scheduled day off is a Friday and the holiday falls on that day, the employee will be permitted to take the preceding day off.
 - 2. Leave Time – Time off during an employee's compressed alternative work schedule is charged to the appropriate leave category. Leave will be recognized in accordance with scheduled work hours (e.g., 9 hour work day = 9 hours of leave).
 - 3. Overtime – Overtime may be ordered and approved subject to the overtime conditions found in this Agreement. Overtime for compressed work schedules is defined as that work or duty time in excess of nine (9) hours in a 9-hour day and eight (8) hours in an 8-hour day for those employees on an 8-9s schedule, or work or duty time in excess of 10 hours in a 10-hour day for those employees on a 4-10s schedule. An employee may request compensatory time off in lieu of overtime pay as provided under this Agreement.

4. Mandatory Schedule Changes – When an employee on a compressed work schedule is required to travel, participate in a training course, or serve at a location where the hours of work are different than the employee's schedule, the division manager or designee will make individual adjustments in the work hours on a case-by-case basis to ensure that the appropriate number of hours are included in the employee's work schedule period (40 hours in one week for employees on 4-10s, 80 hours in two weeks for employees on 8-9s). Where necessary, the supervisor may change an employee's schedule to standard 8-hour days or a 40-hour week during critical work assignments requiring this adjustment to correct work problems resulting from the compressed work schedule. Except in the event of an emergency or unforeseen circumstance, employees will be notified one week in advance when a change to the work schedule is required to satisfy operational priorities.

7.3 The City and Union will continue to work together regarding use of the Benton County Department of Corrections work crew(s). The intent is to use work crews for low-skilled labor only. Work crews are allowed to use hand tools, weed-wackers, blowers, and push mowers at the discretion and direction of the City's crewleader. City staff will maintain areas such as Columbia Center Boulevard and 10th Avenue, while work crews maintain areas such as the Tri-City Coliseum, fire stations, plants, and other small areas. The City may add work crews for low-skilled labor only so long as it does not result in the displacement of current employees. The Toyota Center may contract out mowing at its discretion if it does not want to utilize the work crew for such work.

7.4 Employees shall travel from job site to job site on City time and shall report at shop headquarters at which they are regularly employed, although they may be assigned to work within any division covered by this Agreement. Employees shall have a meal period at the nearest location where sanitary facilities are available. During the inclement weather, as determined by the supervisor, such breaks may be permitted at the shop.

7.5 Alternate Work Schedule.

- A. Employees in the Water division (including Water Treatment Plant operators and Water Distribution crews) and Wastewater division (including Wastewater Treatment Plant operators and Wastewater Collection crews) of the Public Works department, irrespective of their dates of hire, will work year-round alternate work schedules.
- B. Employees in the Streets & Storm Water divisions of the Public Works department, irrespective of their dates of hire, will work alternate work schedules between March 1 and October 31 each year. Employees in these divisions will revert to standard work schedules between November 1 and February 28 (or 29) each year. The standard work schedule means Monday through Friday from 7:00 a.m. to 3:30 p.m.
- C. Employees in identified divisions will work the "nine-eighty" alternate schedule identified in Section 2-24-080(2)(b)(ii) of the Kennewick Administrative Code. Specifically, they will work 80 hours in any two-week period over the course of nine working days. In one work week, employees will work four nine-hour days (from 6:30 a.m. to 4:00 p.m.) and one eight-hour day (from 6:30 a.m. to 3:00 p.m.). In the subsequent work week, employees will work four nine-hour days (from 6:30 a.m. to 4:00 p.m.) and have one weekday off work. Employees will split their weekdays off between Mondays and Fridays off in order

to minimize the number of employees off on any given day while still providing a three-day weekend every other week.

- D. For the purpose of defining the work week under the Fair Labor and Standards Act (FLSA), employees working alternate schedules will have their work week will begin at the mid-point of their eight-hour shift/weekday off and will end at the same time seven days later. For example, an employee working 6:30 a.m. to 4:00 p.m. with Friday as his or her flex day will have his or her work week start each Friday at 11:00 a.m.
- E. The City maintains the right to make individual adjustments in employees' work hours to correct problems resulting from this alternate schedule (for example, during travel/training or critical work assignments) or in the event of an emergency or unforeseen circumstance as described in Article 7.2(F)(4) of the collective bargaining agreement.

7.6 Meal and Break Periods.

- A. Meal Periods. Employees will be fully relieved from duty for thirty (30) minutes approximately halfway through their scheduled workday. If employees do not have access to clean washing facilities and/or appropriate eating areas at their worksite, the time spent driving to and from the nearest approved facility will not reduce employees' meal period. Employees will not unreasonably detour away from their worksites or away from their route between their worksites and an approved facility.
- B. Break Periods. Employees will be permitted to take one ten (10) minute break before their meal period and one ten (10) minute break after their meal period. Employees will not unreasonably detour away from their worksites and all time spent away from work will constitute part of employees' work breaks.
- C. Cleanup Time. Employees will be permitted up to ten (10) minutes of cleanup time prior to the end of their work shifts as necessary. Employees who do not require cleanup time will continue to work until the end of their scheduled work shift.

ARTICLE 8 – OVERTIME AND PREMIUM RATES

8.1 As a general rule, the requirements of frequent and considerable scheduled overtime service in any organization unit shall be considered evidence of under-staffing or improper organization, and shall be subject to investigation by the City Manager. Any related decision of the City Manager shall be final. Overtime work shall include only that work performed by the employees at the direction of a Department Director or his/her authorized representative which exceeds standard work scheduled, and may be compensated as follows:

8.1.1 Overtime is all required and authorized work performed in excess of a full-time employee's forty (40) hour weekly and/or daily scheduled work shift. A minimum of one (1) hour of overtime shall be paid for scheduled overtime, exclusive of holdover. Overtime may be scheduled without 24-hour notice (this is not considered a shift change or call-in).

Overtime pay shall be at the rate of one and one-half (1-1/2) times the regular salary for:

- A. Hours in excess of the scheduled full time work day;
- B. Hours worked on scheduled days of rest; and
- C. More than one (1) scheduled overtime assignment for an employee within a twenty-four (24) hour period shall be paid at a minimum of one (1) hour of double time.

8.1.2 Call-in. An employee called back to work when not scheduled shall be paid for the time so worked but shall be guaranteed a minimum of two (2) hours of double time pay. If the call-in time or a shift change with less than twenty-four (24) hour notice precedes and carries into a scheduled shift, the employee shall terminate the work day upon completion of his/her shift or a maximum of twelve (12) hours based on safety concerns unless agreed upon by the crewleader and supervisor. Time worked during the scheduled shift shall be paid at the straight time rate of pay. The double time call-in rate shall be paid for:

- A. Call-in; and
- B. Less than twenty-four (24) hour notice of a shift change.

8.1.3 For overtime work on a holiday, an employee shall be compensated at the rate of two (2) times the regular rate of pay for all hours actually worked. In addition, the employee shall receive eight (8) hours of holiday pay at the straight time rate as provided in Article 17.

8.2 For the purpose of overtime pay for employees hired prior to August 21, 2012, the work week shall begin Monday at 12:00 a.m. (midnight) and run through the following Sunday at 11:59 p.m.; and the work day for employees shall start at the time he/she reports to work and shall end twenty-four (24) hours later. For employees hired after August 21, 2012, the work week and work day for purposes of overtime shall be as defined in Section 7.2 of this Agreement.

8.2.1 An employee who is required to report to work and does so report, but who is not put to work, shall receive two (2) hours of pay at the straight time rate.

8.3 All employees assigned to work a shift other than their regular work hours will be permitted to work eight (8) straight hours with a twenty (20) minute lunch period, carrying their lunch and eating on the job whenever possible.

8.4 The City agrees to post on the department bulletin board a record of employees' overtime, sick leave, and PTO. Overtime shall be equalized as best as possible on a divisional basis.

8.5 The City agrees to reimburse an employee twelve dollars (\$12.00) for dinner actually taken, irrespective of the amount of the receipt, by an employee who works an additional two (2) hours which are an extension of his/her scheduled and worked full-time work day. An additional meal will be provided for every four (4) continuous hours worked beyond the initial two (2) hour extension mentioned herein. This provision shall not apply to scheduled overtime or where notice of a shift change is made pursuant to Article 7. The City will pay twelve dollars (\$12.00) for meals actually taken during the extension and for which a dated receipt has been provided to the supervisor in their next scheduled and/or feasible paycheck. In order to be eligible for reimbursement, the meal must be purchased within four (4) hours of the end of the shift.

The City agrees to reimburse for a meal in the amount of twelve dollars \$12.00 to an employee

who is called-in and works at least four (4) continuous hours. This section shall not apply where notice of shift change is made pursuant to Article 7 of this Agreement.

8.6 In lieu of pay for overtime hours actually worked, as defined in Section 8.1 of this Article, an employee may request compensatory time off ("comp time").

Compensatory time off in lieu of pay for overtime shall be subject to the following conditions:

- A. An employee must declare their option at the completion of the overtime work period whether he/she wants overtime pay or comp time for the hours worked.
- B. Comp time will be provided at the rate earned, as specified in Section 8.1 of this Article. (For example, eight (8) hours worked at time and one-half (1/2) will count as twelve (12) hours of comp time; or two (2) hours worked at double time will count as four (4) hours of comp time.)
- C. An employee may accumulate a maximum of ~~forty (40)~~ eighty (80) hours of comp time on the books at any one time (all hours in excess will be paid).
- D. Compensatory time off may be taken at a time mutually agreeable between the employee and his/her supervisor.
- E. The City reserves the right to pay off the accumulated compensatory time of any employee, at any time, at the employee's then prevailing rate.
- F. An employee must use all comp time prior to quitting unless terminated for cause by the employer.
- G. An employee may elect to cash out up to forty (40) hours of accrued unused comp time one time per year. Any employee desiring to cash out up to forty (40) hours of accrued unused comp time must notify payroll of his/her intent, in writing, by October 20th each year. The written notification will indicate the number of hours the employee wishes to cash out. The City will cash out up to forty (40) hours of accrued but unused comp time on or before the second payday in November.

8.7 Overtime and Extended Work Shifts. Employees' work shifts will ordinarily be limited to twelve (12) consecutive hours, including overtime, but may be extended to fifteen (15) consecutive hours with approval of both the supervisor and the affected employee. In the event of an emergency, employees' work shifts may be extended beyond 15 consecutive hours with approval of both the Department Director and affected employees. Employees who do not complete their regularly scheduled work shifts based on the limitations described above will have the option to make up for any unworked regular work hours using paid time off. The City will not reduce earned overtime hours to offset any unworked regular work hours.

8.8 On Call Program.

- A. Covered Divisions. This agreement will apply to employees in 1) the Water Treatment Plant, 2) the Water Distribution Division, 3) the Wastewater Treatment Plant, 4) the Wastewater Collection Division and 5) the Streets and Storm Water Divisions.
- B. On-Call Status. One employee in each division will carry a designated on-call cellular telephone at all times when the division is not staffed. Employees may not carry phones for more than one division at a time. On-call assignments will be made in one-week intervals on an equal rotational basis in reverse order of Union seniority. However, employees are free to trade or give/take on-call assignments with other qualified employees provided the affected employees notify management in writing and provided any trades or changes do not result in a lack of coverage or in increased costs to the City.
1. If any conflict arises and an employee is unavailable to work an on-call assignment, the affected employee is expected to work with his or her co-workers to resolve the conflict. If the affected employee cannot voluntarily resolve the conflict, he or she must contact the crewleader who will resolve the conflict. If the crewleader cannot resolve the conflict, he or she must contact the supervisor who will resolve the conflict. If the employee is dissatisfied with the supervisor's decision, he or she may utilize the Complaint procedure identified in Section 6.1. The City Manager's decision is final.

Employees who are not fully trained and/or certified to operate the plants will be ineligible to be placed in on-call status for those divisions. This includes the ACT Specialist, Sr. ACT Specialist, Pre-Treatment Specialist and Infrastructure Specialist positions. New employees will be ineligible to be placed in on-call status for the duration of their probation, but may be eligible to take on-call assignments with supervisor pre-approval once they have demonstrated appropriate qualifications.

On-call hours are considered work hours consistent with the Kennewick Administrative Code concerning Alcoholic Beverages, Drugs and Other Intoxicants (KAC 2-32-110), and the consumption, use, sale, transfer, or being under the influence of alcoholic beverages, illegal drugs or other intoxicants during on-call hours is prohibited. Employees in on-call status are expected to remain available for service at all times.

- C. Responses after an alert is first sent, employees will have a maximum of fifteen (15) minutes to acknowledge the alarm and/or make contact with the affected citizen, if applicable. After an alert is first sent, employees will have a maximum of forty-five (45) minutes to arrive on scene, if necessary. Employees who fail to respond as agreed herein may be subject to progressive discipline, if appropriate.

One City vehicle per division will be made available for on-call employees. Employees are not required to use City vehicles, but the response times will remain the same whether the employee uses a City vehicle or a personal vehicle. Employees who use City vehicles will be subject to the Kennewick Administrative Code governing the use of City vehicles (KAC 2-05-045, KAC 2-05-047 and KAC 2-05-050). Employees who elect to use personal vehicles will not receive mileage or fuel reimbursements.

- D. Compensation. The City will compensate employees at the rate of three dollars (\$3.00) per hour for all hours the employee remains in on-call status. Employees will not receive on-call compensation while working scheduled weekend work or scheduled overtime.

When the on-call employee is called into service, the employee will cease to receive on-call status pay and will instead receive regular overtime pay (one and one half times regular base pay) with a two-hour minimum, regardless of hours actually worked. The employee will resume receiving on-call pay when work ceases. When any employee not in on-call status is called in for additional support, the compensation rates in the collective bargaining agreement will apply (see Section 8.1.2).

1. Double time exceptions:

- When the on-call employee requires the assistance of one or more additional employees who would earn double time consistent with Section 8.1.2, the on-call employee will also begin to earn double time upon the arrival of the additional employee(s) and will continue to earn double time for all hours worked alongside the additional employee(s). The on-call employee will remain entitled to a two-hour minimum at regular overtime pay but will not be entitled to a two-hour minimum at the double time rate.
- When the on-call employee is called into service on an actual holiday as defined in the CBA, the employee will receive overtime pay at the double time rate with a two-hour minimum, regardless of hours actually worked.
- When the on-call employee is called into service for a different division that has not adopted an on-call policy, the employee will receive overtime pay at the double time rate with a two-hour minimum, regardless of hours actually worked.

The parties recognize that some calls may be resolved remotely without the need to respond on site. Time spent performing remote work will be tracked in the aggregate and reported on a monthly basis. When the aggregate monthly time spent is 7 minutes 30 seconds or less, the time will be considered *de minimus* and will not be compensated at the overtime rate. However, when the aggregate monthly time spent is 7 minutes 30 seconds or more, the employee will be compensated for the actual time worked at the receive regular overtime pay (one and one half times regular base pay) for hours actually worked.

ARTICLE 9 – PAYDAY

9.1 The City will pay employees on a bi-monthly basis. If any payday falls on a holiday, the principle that the preceding day becomes a payday shall be followed. Hours worked up to and including the last working day in the month will be paid as early as possible thereafter, but not later than the fifth (5th) day of the month following; and hours worked between the first (1st) and the fifteenth (15th) day of the month will be paid as early as possible thereafter, but no later than the twentieth (20th) day of the month.

9.2 The City may, as determined by the Finance Department, institute a bi-weekly payroll.

9.3 In the event that a weekend and/or a holiday near the end of a pay period cause payroll to have a very short period of time to produce pay checks, the deadline for submitting timesheets may be moved a few days. If the employee works overtime between the time s/he is required to submit a timesheet and the end of the pay period, the overtime will be added to the paycheck for the following pay period.

9.4 Overtime pay will be included in the paycheck for the period in which it is earned, except in circumstances described in Section 9.2 above.

ARTICLE 10 – SAFETY & CLOTHING

10.1 A Field Risk Management Committee, reporting to the City Manager, shall be established, which will have an equal number of bargaining unit employees and employees representing management. The Chairman of this Committee shall be selected from the members of the Committee. The purpose of this Committee shall be to review and make recommendations to update safety policies and procedures, with approval of the employer, regarding all employees covered by this Agreement. The Committee shall meet monthly to review safety problems brought to their attention either by management or the employees which may affect the safe and competent operations within the City. The Committee may make recommendations with regard to improving safety conditions and eliminating safety problems and hazards.

10.2 The City agrees to train certain personnel in the methods of industrial first aid as required by the General Safety and Health Standards (WAC 296.24.060) of the State of Washington. Employees required to attend industrial first aid training courses, on their own time, will be compensated for actual training time at one and one-half (1-1/2) times their regular hourly rate of pay.

10.3 The City agrees to allow employees involved in the handling of oil and other foreign substances the use of any available coveralls for such work.

10.4 The City agrees to provide all Operating Engineers with a uniform allowance in an amount not to exceed four hundred (\$400.00) for the purpose of purchasing City-approved uniforms, which may be used toward the purchase of an optional safety coat in lieu of the normal coat, and may use it to be reimbursed for the purchase of required safety footwear. Receipts may be turned in for reimbursement in February and September consistent with the existing practice for jeans reimbursement unless directed as part of City-authorized work, uniforms shall not be worn in any environment from which minors under the age of 21 are prohibited, regardless of whether the City or the employee purchased the uniform. Alcohol shall not be consumed while wearing a City uniform. All employees are expected and required to report to work on a daily basis wearing the uniform provided by the City of Kennewick. Uniforms should be clean and neat in appearance, and shall bear the City logo and the name of the employee on the front. No outerwear shall be allowed except approved safety clothing or outerwear provided by the clothing allowance. The logo and name of the employee shall be visible to the general public unless the employee is in an approved uniform garment that cannot be imprinted with the name and/or logo. Clothing will be replaced annually on a fair wear-and-tear basis as determined by the City. Employees are responsible for

knowing and understanding the terms of the clothing provisions of this Agreement, and must abide by them as a condition of employment. Any employee who is out of compliance with the clothing provisions of this Agreement, other than through a City-requested emergency response, shall be sent home without pay to make the appropriate changes to the uniform.

10.5 Uniform Standards:

A. Standard Clothing List:

- Uniform pants – dark blue
- Blue jeans
- Blue work shirts with City logo and employee's first or last name
- Uniform shorts – dark blue in non-safety sensitive areas as approved by supervisor
- Dark blue T-shirts with City logo and employee name
- Grey (flecked) T-shirts with City logo and employee name
- Safety orange T-shirts with City logo and employee name
- Employees may purchase at their own expense dark blue sweatshirts with City logo and employee name (logo and name must be put on by City-designated screen printer to ensure consistency)
- Parka with City logo and employee name – dark blue and/or class III safety
- Hooded dark blue sweatshirts with City logo and employee name
- Raingear – yellow
- Insulated jacket in dark blue and/or class III flight jacket with City logo and employee
- Insulated bib overalls in dark blue cover
- Insulated vests in navy dark blue color with City logo and employee name
- Required safety footwear as identified in the Kennewick Administrative Code.

B. An employee listing shall be made available for tracking dollar amount spent/available.

C. Divisional or departmental logos are not appropriate. Clothing must have the City of Kennewick logo.

D. Jeans will be purchased by the employees who wish to wear them, and receipts shall be turned in to the employee's supervisor for reimbursement. A maximum of six (6) pairs of jeans can be ordered annually. Jean receipts may be turned in for reimbursement two (2) times annually: February and September. An invoice shall be entered for all reimbursements; the original receipt shall be sent to Accounts Payable and shall include the following: employee name, quantity, item purchased, total amount.

E. A clothing price list shall be maintained by Purchasing which will include current pricing and vendor(s) for the standard clothing items. Orders for clothing may be submitted to Purchasing two (2) times annually: February and September. Reimbursement shall occur within 30 days. Exceptions include new hires and replacements for damaged and/or contaminated clothing. Orders shall be placed using a requisition and shall include the following information: employee name, quantity, style/catalog number, sizing, and current price.

F. Manufacturing error returns shall be made within five (5) working days of receipt of the clothing by the employee.

G. Hats: Employees wishing to wear hats shall wear only City-issued hats. These hats shall be stocked in the central warehouse and bear the City logo. Hats shall be available to employees at no cost. An initial complement of not more than four (4) hats will be issued to all employees who wear hats, and worn hats will be replaced on an as-needed basis. Employees will be allowed to display a pin of the American Flag on the hat.

10.6 Clothing for New Hires: ~~Employees newly hired shall receive “one-half complement” of the clothing allotment upon hire. The remaining “full allotment” shall be received by the employee upon completion of the probationary employment period.~~ New employees will receive the first half of their initial uniform allotment upon hire, and will receive the second half of their initial uniform allotment after six months provided they receive a satisfactory six-month performance evaluation. New employees who do not receive a satisfactory six-month performance evaluation will receive the second half of their uniform allotment upon successful completion of their probationary period.

Safety clothing and T-shirts are in addition to the uniform complement of clothing and may be substituted for like items, but not in addition to the initial one-half and full complements.

A. The first half of the new hire uniform complement shall consist of 3 work shirts, 3 pairs of pants, 1 insulated bib overalls, 1 detachable hood, 1 lightweight jacket, 1 jacket liner, 1 polar coat, and 1 hooded sweatshirt.

B. A full new hire uniform complement shall consist of 6 work shirts, 6 pairs of pants, 2 insulated bib coveralls, 2 lightweight jackets with liner, 1 set of raingear, 1 insulated vest, 1 polar coat, and 1 hooded sweatshirt.

~~C. 5 short or long sleeve T-Shirts, 2 polo shirts, 1 hooded sweatshirt (Carhartt) or insulated jacket.~~

10.7 The City will ~~continue to~~ provide employees with one safety vests and one pair of safety coveralls for night and/or right-of-way work on an as-needed basis at the supervisor's discretion. The City will exchange worn-out safety vests and safety coveralls on an as-needed basis.

ARTICLE 11 – RELIEF FROM DUTY

11.1 Employees relieved from duty because of lack of work or other related reasons, as determined by the City, during the first half of a standard shift shall receive not less than one-half (1/2) day's pay. If relieved after having been on duty more than one-half (1/2) day, the employee shall then receive a full day's pay. This clause will not apply to employees relieved from duty due to disciplinary action.

11.2 Article 11 shall not apply where Article 8 of this Agreement is involved, or in the case of a bona fide emergency.

ARTICLE 12 – TEMPORARY UPGRADE: TEMPORARY ASSIGNMENT

12.1 For purposes of this Agreement, a temporary upgrade is defined as an appointment to an upgraded position lasting five (5) days, or forty (40) hours, or less. There is no expectation that the same employee will remain in upgrade status for the duration of a temporary upgrade. A temporary assignment is distinguished from a temporary upgrade in that its duration is more than 5 days or 40 hours. The same employee will remain in upgrade status for the duration of the appointment when appointed to a temporary assignment.

12.2 An employee covered by this Agreement becomes eligible for upgrade opportunities after he/she has time-in-grade (completed probationary period). Upon the initial upgrade to a higher classification covered by this Agreement, the employee shall receive at least the prevailing starting rate of pay for the higher classification for the duration of the upgrade, but not less than his/her current rate of pay. After twelve (12) months from the date of the initial upgrade, and every subsequent twelve (12) month period thereafter, the employee appointed to a temporary upgrade or temporary assignment shall be compensated at the next step in the upgraded band. A separate 12-month timeframe shall apply for each separate upgrade position. Nothing in this section shall be construed as denying the City the right to advance employees to the job rate before employees have completed a full 12-month period receiving upgrades in the higher classification. It is understood that employees covered by this collective bargaining agreement temporarily acting in a non-bargaining unit capacity are covered by the terms of this entire Agreement.

12.3 Crewleader Upgrade. Qualified employees of the bargaining unit will be upgraded to the higher crewleader positions when:

- A. The regular lead is absent from work or duty two (2) or more consecutive hours during the regular work hours and days, and the absence meets the qualification for upgrade as described in paragraph B below. During such periods of upgrade, the employee may be called upon to make upper level decisions associated with his/her division. In the event that an employee is upgraded after the two-hour window, pay for purposes of upgrade will include the first two hours the regular crewleader was absent from duty. The upgrade will continue until the regular crewleader returns to his/her regular crewleader duties.
- B. Crewleaders attending mandatory safety or other related mandatory training will not be interrupted during periods of such training. Training that is not of a safety sensitive nature, including regular safety meetings, will not necessarily cause upgrades of other bargaining unit personnel unless authorized by management.
- C. Only qualified employees having five (5) or more years of seniority with the City will be considered for upgrades to crewleader, although the City reserves the right to use less senior employees when there is no qualified individual with such seniority available.
- D. Upgrade pay for employees upgraded to crewleader will be determined according to Section 12.2 above.

ARTICLE 13 – MEDICAL LEAVE

13.1 Upon application of a probationary or regular employee, a medical leave of absence without pay may be granted by the appointing authority for the entire period of disability because of sickness or injury for a maximum of one year. In order to qualify for medical leave without pay, an employee must first use all of his/her accrued PTO. Such leave need not be limited to one (1) year, but the appointing authority from time to time may require that the employee submit a certificate from the attending physician or a designated physician. For a new hire probationary employee, such time granted will be added to the probationary period. (For special probationary employees, see Article 23.)

ARTICLE 14 – SICK LEAVE

14.1 Grandfathered Sick Leave. Effective January 1, 2017, each employee will have his or her accumulated and unused sick leave (up to 1,152 hours) placed in an inactive sick leave bank. Employees may use their sick leave bank for scheduled preventative health and dental appointments and for eligible unscheduled absences due to illness or injury instead of PTO until the inactive sick leave bank is depleted. The sick leave bank shall not accumulate any additional hours of sick leave.

14.2 Grandfathered Sick Leave Cash Out.

- A. Employees hired prior to March 17, 1987: Upon separation from employment, except for just cause or resignation in lieu of termination, each employee will receive twenty-five percent (25%) of his/her accumulated and unused sick leave converted to and added to any other accrued leave; however, if an employee retires in good standing, is laid off for lack of work or budget considerations or is deceased, the employee will receive fifty percent (50%) of his/her accumulated and unused sick leave converted to and added to any other accrued leave. The provisions of this Article shall be limited to payout on a maximum accrual of eight hundred thirty-two (832) hours of sick leave for each employee.
- B. Employees hired between March 18, 1987 and March 2, 1999: Upon separation from employment, except for just cause or resignation in lieu of termination, each employee will receive twenty-five percent (25%) of his/her accumulated and unused sick leave converted to and added to any other accrued leave subject to the following conditions:
 - The employee must have been a full-time employee of the City for at least five (5) years to receive any cash-out;
 - The payout shall be based on a maximum accrual of eight hundred thirty-two (832) hours; and
 - The maximum value of such conversion shall not exceed \$3,000.00.
- C. Employees hired after March 2, 1999 shall not be eligible for sick leave cash-out at termination.

ARTICLE 15 – MEDICAL, LIFE & DENTAL INSURANCE

15.1 ~~Employees will remain on the HealthFirst zero deductible plan through December 31, 2017. Employees will contribute \$180/month toward their health insurance premiums. Effective January 1, 2018, Employees will switch to have an option to choose between the Asuris HealthFirst \$250 deductible plan or the Kaiser HMO plan for health insurance coverage. The City is willing to consider alternate plans that will not result in additional direct or administrative costs and such a plan is agreed upon prior to November 1, 2017.~~ Employees will contribute an amount equal to 10% of the cost of their selected plans (single, married or married with dependents) toward their health insurance premiums. Employee contributions toward their health insurance premiums will be deducted from employee paychecks each pay period on a pre-tax basis (both FICA and FIT) unless an employee specifically opts to have them made on a post-tax basis. Employees who waive-decline health insurance benefits for themselves or their families ~~due to double because they have alternate insurance~~ coverage will be eligible for a financial incentive under the same terms and conditions as non-contract employees.

15.2 The City shall provide life insurance for employees and dependents and shall pay the entire premium for this coverage.

15.3 The City shall provide dental insurance through the carrier of its choice for the duration of this Agreement.

15.4 The parties agree that the Association of Washington Cities Trust controls the plan design. The parties agree that changes to the plan may occur occasionally.

15.5 The City will provide an employee assistance plan (EAP) which the City can unilaterally modify, discontinue, or change providers at any time.

15.6 The City shall pay the full premium of a long-term disability (LTD) insurance program.

15.7 Union members agree to actively participate in the City's Wellness Program.

ARTICLE 16 – ACCIDENT LEAVE

16.1 In the case of a disability which is covered by State Industrial Insurance or Workman's Compensation for the City of Kennewick, the City will pay to such disabled employee an occupational disability allowance equal to his/her regular straight time wages for the period of time in which the employee has sick leave benefits, or in lieu of sick leave the employee may elect to receive State Workman's Compensation at the time he/she has exhausted his/her sick leave benefits.

ARTICLE 17 – HOLIDAYS

17.1 The following, and such other days as the City Council by ordinance may fix, are official paid holidays for all regular employees of the City who are covered by this Agreement:

1. New Year's Day – January 1
2. Martin Luther King's Birthday – Third Monday in January
3. Washington's Birthday – Third Monday in February
4. Memorial Day – Last Monday of May
5. Independence Day – July 4
6. Labor Day – First Monday in September
7. Veteran's Day – November 11
8. Thanksgiving Day – Fourth Thursday in November
9. The day after Thanksgiving Day
10. Christmas Day – December 25
11. One floating holiday in lieu of Lincoln's birthday accrued on February 12.
Employees must be in a paid status on February 12 in order to accrue this floating holiday.
12. One floating holiday to be selected by the employee in cooperation with the employer.

When any of these holidays fall on a Saturday, the Friday immediately preceding such holiday shall be observed as a holiday. When any of these holidays fall on a Sunday, the Monday immediately following shall be observed as a holiday.

17.2 Holidays observed during an employee's PTO shall not be counted as PTO taken.

17.3 The floating holiday identified as number 12 in Section 17.1 shall accrue on February 1. Employees in a paid status between January 1 and June 30 shall receive 8 hours of floating holiday. Employees hired after June 30 shall not receive the floating holiday in that year. However, such employees shall be entitled to a floating holiday as mandated by state law, in successive years, provided service is not broken.

Employees have the option to utilize earned floating holiday(s) to care for themselves, child(ren), or a seriously ill family member, including spouse, parents, parents-in-law, grandparents, and adult child(ren) with disabilities, as provided in RCW 49.12.265, RCW 49.12.295.

17.4 When the City mandates a 10-hour shift, then during the week the mandated ten-hour shift is in effect in which there is also a scheduled holiday (exclusive of floating holidays), the employee shall receive ten (10) hours for each said holiday that may fall within that week. The City may reschedule the shift during the week of the holiday(s) to a standard eight (8) hour per day shift, in which case the employee shall only be entitled to eight (8) hours of holiday pay for each scheduled holiday during that week. Should the City elect to shift to an eight (8)-hour daily shift during the holiday week, the employee(s) may request to remain on the 10-hour shift during that week. If approved by the City, the employee(s) shall then be paid 8 hours holiday pay for each holiday in the week, and will also be required to claim two (2) hours of either accrued PTO, compensatory time, or unpaid leave on each holiday to make up the total 10 hours off for each holiday. Where the employees voluntarily accept ten (10) hour work days (including other alternative shifts such as 8-9s), and when approved by the City, the employees shall be paid eight (8) hours of

holiday pay for each holiday, and will also be required to use two (2) hours of accrued PTO or compensatory time to make up the difference. The City may elect to shift back to an eight (8)-hour work day during the holiday week if it determines doing so is in the best interest of the City.

~~17.5 Part time and seasonal employees shall receive holiday pay in proportion to hours compensated during the pay period. Part time and seasonal employees who work on the actual date of the holiday shall be paid at the rate of time and one half (1½) for hours actually worked. Part time and seasonal employees are not eligible for floating holidays.~~

ARTICLE 18 – PAID TIME OFF

~~18.1 Effective Date. Effective January 1, 2017, the City will implement a paid time off (PTO) program to replace sick leave and vacation accruals. The PTO program is intended to provide employees with personal flexibility to use leave for vacation, personal business and absences due to illness or injury.~~

~~18.2 Vacation to PTO Hours Conversion. Effective January 1, 2017, employees will have all accumulated and unused vacation hours converted to PTO hours on a one to one basis and transferred into PTO banks.~~

18.1 PTO Accrual Rate. Full-time employees will accrue PTO hours as follows:

<u>Years of Service</u>	<u>Accrual Rate (per month)</u>
Start of year 1 through 5 years	12 hours
Start of year 6 through 9 years	15 hours
Start of year 10 through 14 years	17 hours
Start of year 15 through 19 years	19 hours
Start of year 20 through 24 years	21 hours
Start of year 25 through 29 years	23 hours
More than 30 years of service	25 hours

~~Part-time employees will accrue 6 hours/month. Seasonal and temporary employees will accrue 4 hours/month; accrued hours are payable upon separation from employment.~~

Employees will not accrue any PTO hours during periods of leave without pay.

18.2 Accrual/Annual PTO Carryover and Cashout Limit. Employees may accrue a maximum of 640 PTO hours. Employees have an annual PTO carryover limit of six hundred (600) hours. For the purpose of this annual carryover, the City defines the year as April 1 through March 31. Employees will lose any PTO hours in excess of six hundred (600) hours at the end of the March 31 pay period every year.

Upon separation from employment, employees will be compensated for accumulated and unused PTO hours as follows:

0 through 9 years	300 hours
10 through 19 years	400 hours
20 through 29 years	500 hours
30+ years of service	600 hours

Accumulated and unused PTO hours will be compensated at the employee's straight time base rate of pay.

18.3 Authorized Uses. PTO hours are either Scheduled or Unscheduled.

- A. Scheduled. Scheduled use occurs when an employee requests and obtains crewleader or supervisor approval to use PTO hours. Requests for scheduled PTO must be submitted at least two (2) weeks in advance. However, depending on the workload of the unit, the crewleader or supervisor may waive all or part of the two (2) week advance notice requirement. Once scheduled PTO has been approved, it may not be changed except for reasons authorized by the Department Director or Manager.

Procedure. PTO will be scheduled by the Department Director at times when they will constitute minimum conflicts with work schedules. PTO will be scheduled by seniority and classification through March 31 of each calendar year. Any request for PTO after March 31 will be on a first-come, first-served basis. Reasonable consideration will be given to allowing full-time employees summer vacations.

- B. Unscheduled. Unscheduled use occurs when an employee is unable to request and obtain crewleader or supervisor approval to use PTO hours. Unscheduled uses of PTO must be compelling and of an emergency and/or urgent nature. Preventative health and dental appointments are not considered acceptable unscheduled uses and time off must be requested and approved in advance in accordance with the provisions for scheduled uses above. An employee who is unable to report to work due to an unscheduled absence must contact their crewleader or supervisor in accordance with department/division policy, or absent such a policy, within 30 minutes of the beginning of their scheduled work shift.

1. Examples of unscheduled uses of PTO:

- i. Personal Sick. Unscheduled PTO is available for employees who need to take leave for non-work related personal illness or injury.
- ii. Work Related Illness or Injury. While not intended for work-related injuries, employees may elect to use scheduled PTO or grandfathered sick leave to cover the first three days of absence due to an industrial injury. Such use is not permitted when income benefits are available for this time period. In addition, employees may use scheduled PTO for follow-up medical appointments related to an industrial injury, or to make up differences between state mandated benefits and regular pay.

- iii. Family Sick. Unscheduled PTO is available when employees are required to provide temporary assistance in situations where injury or illness of an immediate family member prevents them from coming to work. Immediate family members include spouse; child (includes step, adopted, natural or adult child) or grandchild (includes step, adopted or natural); parent (includes step, adoptive or natural), guardian or grandparent; sibling (step, natural or adopted); or in-laws (includes parent-in-law, son-in-law and daughter-in-law). It does not include uncle, aunt, niece, nephew or cousin.
 - 2. Documentation. If absence due to illness or injury extends beyond three (3) working days' duration, or if a pattern or unscheduled absenteeism due to illness or injury exists, the employee may be required, at the option of the Department Director, to submit a medical certification signed by a physician stating the nature of the illness or injury; that the employee has been incapacitated from work for the period of the absence; and that the employee is once again physically able to perform his or her duties.
 - 3. Medical Evaluation. The City may require a medical evaluation or nursing visit if the City deems it so desirable. The expense of such medical examination or nursing visit shall be paid by the City.
- C. Employees will only be compensated for utilizing leave which meets one of the above definitions. Absences not meeting one of the above definitions will be considered unexcused absences and may result in disciplinary action.

18.4 Attendance Standards. The City of Kennewick expects regular attendance from all employees. Excessive unscheduled absenteeism affects performance both of the individual and the broader organization in many ways: lack of availability for customers and clients; lost productivity; missed deadlines or deliverables; impact on other employees' deliverables, productivity or morale; added payroll and overtime costs.

- A. 2% Guideline. Based on national statistics, the City considers unscheduled absenteeism exceeding two percent (2%) of scheduled shifts (or hours) over a rolling annual period (approximately 40 hours for a full time employee) to be outside the normal range. Accordingly, unscheduled absenteeism above two percent (2%) may lead to coaching and/or discipline. This guideline applies to scheduled overtime as well as regular shifts.
- B. Unscheduled absenteeism will be monitored against the two percent (2%) guideline for all employees. An employee's job may be jeopardized by frequent or prolonged absences from work. Employees are expected to discuss with their crewleader or supervisor any circumstance that will affect their ongoing attendance. In some cases, this may suggest the need for adjusted work hours, change in pay status, part-time status, or leave of absence.
- C. Failing to report to work or reporting late without notifying a crewleader or supervisor within 30 minutes of the beginning of their scheduled work shift may result in discipline regardless of whether the absences exceed two percent.

- D. Relation to PTO. The availability of PTO for an absence does not mean that the absence will not be considered toward excessive absenteeism. An employee may receive compensation for using PTO which could also subject the employee to counseling or discipline for excessive absences.
- E. Protected Leave. Protected leaves includes leave authorized by federal or state law, including the Family & Medical Leave Act (FMLA), Washington Family Care Act (WFCA) and other applicable pregnancy leave and military leave statutes. An employee may not be subject to discipline for exercising his or her right to protected leave. Therefore, any protected leave for which the employee has provided appropriate notice and documentation will not count toward the two percent (2%) guideline defined above.
- F. FMLA. In the case of a serious injury or illness, employees will make application for leave under the FMLA no later than fifteen (15) work days in the case of a personal illness or injury and no later than five (5) work days in the case of an immediate family member's illness or injury. The first fifteen (15) or five (5) days, respectively, may be excluded from the amount of leave authorized by the FMLA at the employee's discretion. When an employee is absent due to an immediate family member's illness or injury, the employee will report back to work as promptly as possible.

18.5 Bereavement Leave. ~~Leave with pay shall be granted by the Department Director up to a maximum of thirty-two (32) hours in any calendar year for each death in the immediate family. If extenuating circumstances necessitate a longer period of leave, an extension may be granted upon prior approval by the Department Director and the Human Resources Director. Any extension granted may be charged to grandfathered sick leave, PTO or compensatory time at the employee's option. Immediate family shall include only father, mother, spouse, state-registered domestic partner, father-in-law, mother-in-law, brother, sister, children of the employee or his/her spouse, grandparent or grandchild. Employees will receive three days of bereavement leave with pay for a death in the immediate family. For the purpose of this policy, immediate family includes:~~

- Spouse or domestic partner;
- Children, including adopted children, step children, and children-in-law;
- Parents, including adoptive parents, step parents, parents-in-law, and legal guardians;
- Grandparents, including parents of step parents and adoptive parents; and
- Siblings, including step siblings and siblings-in-law.

Employees may request to use accrued paid time off if they need additional time away from work, or if they need time away from work related to a non-covered individual.

ARTICLE 19 – JURY DUTY

19.1 Employees under this Agreement who lose work because of absence on jury duty will be paid the difference between the regular straight time earnings which would otherwise have been

received and their reimbursement as jurors, exclusive of mileage reimbursement, up to a maximum of eight (8) hours for each day. Provided, however, an employee may elect to fulfill such a call or subpoena on accrued PTO and retain the full amount received for such services. The employee shall report promptly to work if he/she is excused from jury duty or witness service during the work day.

ARTICLE 20 – FORCE REDUCTIONS AND REHIRE

~~20.1 If it becomes necessary for the City to lay off employees, those employees in the classification of Utility Worker with the least seniority shall be laid off first.~~

~~A. The City shall be able to transfer employees within the bargaining unit to meet the needs of the City.~~

~~B. If the City decides to eliminate certain functions that would result in the loss of jobs for Maintenance & Construction Craftworkers, or other specialists above the Utility Worker, those other employees may bump Utility Workers who are less senior and be reclassified into the Utility Worker salary schedule.~~

20.1 Employees laid off due to force reduction will retain their established seniority for two (2) years. Seniority shall be considered broken if an employee is offered re-employment within two (2) years of layoff and he/she refuses the same.

The City shall notify, by certified mail to the employee's last known address, the employees on laid off status of any bargaining unit job opening the employee is qualified to fill. Upon notification, the employee must accept or reject the open position within fourteen (14) calendar days of receipt of the City's notice, regardless of who signed for the certified notice, and report to work within fourteen (14) calendar days after giving notification to the City. Failure to do so will result in forfeiture of all recall rights.

20.2 An employee who is laid off pursuant to this Article may elect to cash out accumulated and unused grandfathered sick leave pursuant to Section 14.2, or may allow the accumulation to remain on the records in anticipation of being recalled. If sick leave is cashed out accordingly and the employee is later recalled, the employee shall have no accumulated grandfathered bank of sick leave. However, if the employee is not recalled within two (2) years of layoff, the City shall cash out accumulated and unused sick leave in accordance with Section 14.2 at the hourly rates in effect at the time of layoff.

20.3 If an employee has cashed out accumulated and unused grandfathered sick leave pursuant to this Article and is later recalled, the employee may later only cash out accumulated and unused grandfathered sick leave in excess of what had previously been cashed out.

20.4 Employees who have been laid off, who wish to return to work, shall keep the City advised of their current address.

20.5 Laid off employees rehired within two years of layoff shall have their previous service credit for time worked carried forward for purposes of determining seniority and PTO accrual rates.

ARTICLE 21 TRANSFERS

21.1 When an employee is transferred to any position in which he/she has had no previous experience, he/she shall be given a reasonable break-in period with an experienced person in the position.

ARTICLE 22 – LEAVE OF ABSENCE

22.1 The City Manager may authorize unpaid leaves of absence up to a maximum duration of one (1) year, except in the case of a leave necessitated by involuntary conscription or recall to duty in the Armed Forces of the United States, in which case the leave may extend to cover the full period of conscription or recall. Upon expiration of such approved leave, the employee shall be reinstated in the position agreed to in the leave approval at the time the leave was granted. Failure on the part of the employee to report for duty promptly at the expiration of such leave shall be regarded as voluntary resignation.

22.2 Upon expiration of an approved leave of absence or sick leave, an employee shall be reinstated in the position held at the time the leave was granted. Only the employee(s) advanced to fill the temporary vacancies created by the leave of absence shall be affected, and in such case, shall return to the jobs they left. Employees who are granted leave of absence shall not lose their established seniority.

22.3 Unless absent due to a work-related injury, employees will not continue to accumulate seniority during periods of unpaid leaves of absence.

ARTICLE 23 – SENIORITY

23.1 Employees shall have their seniority determined by their total length of continuous full-time service within the bargaining unit. In the case where two (2) or more employees start to work on the same date, the date of application for employment shall establish the position on the seniority list.

23.2 Any regular employee who transfers or is promoted becomes a special probationary employee upon the date of the transfer or promotion. An employee who transfers to another position shall serve a three (3) month probationary period; an employee who is promoted shall serve a six (6) month probationary period. This special probationary period may be adjusted upward to properly allow for any authorized leaves of absence or other approved breaks in service. ~~An extended probationary period shall apply to Utility Workers who are promoted prior to the end of their initial twelve (12) month probationary period as provided in Article 3, Section 3.1.~~

If the special probationary employee fails to demonstrate that he/she can completely and satisfactorily perform the job within the prescribed special probationary period, the City may retain the employee at his/her present position, or at its discretion, return the employee to his/her former position classification, without any loss in seniority. Any other employees who transferred or were promoted following, and as a result of this employee's transfer or promotion, shall also be returned to their former position and pay status. The special probationary employee may voluntarily move back to his/her former position within the applicable probationary period. This request must be made in writing and approved by the City and Union before the employee is permitted to return.

Any other employees who transferred or were promoted following, and as a result of this employee's transfer or promotion, shall also be returned to their former position and pay status.

23.3 All qualified regular full-time and part-time City employees may apply for job openings within the divisions covered by this Agreement (this does not include seasonal or temporary personnel).

The application process for all upgrade positions, except those in a divisional lead role, including but not limited to Crewleader and Sr. Signal Electrician, shall be as follows:

- An evaluation of the employee's job application. The application must be fully completed and must demonstrate the employee's knowledge, skills and abilities, as well as the employee's ability to meet the minimum qualifications as set forth in the job description for the position for which the employee is applying. This portion shall be worth 25 points.
- A combination of tests, written and/or demonstrative, relevant to the position for which the employee is applying. The employee must obtain a score of 70% or greater on each component. At least one union representative will be present to observe any demonstrative test in order to ensure consistency. This portion will be worth 45 points.
- An oral interview. The employee must obtain a consensus score of 70% or greater based upon a standardized set of questions, including individualized follow-up. At least one union representative will be included on the interview panel. This portion will be worth 30 points.
- A review of the employee's personnel file. The employee's personnel file must demonstrate a satisfactory work history. Poor performance evaluations and/or formal discipline issued within 24 months of application may disqualify an employee. However, an employee will be entitled to address such issues with the hiring manager and/or Human Resources Director prior to disqualification. This portion will be worth 20 points.
- Seniority points. The employee will receive one (1) seniority point for each consecutive year of service to the City (total months divided by twelve).

Following City selection of a candidate for promotion, disqualified employee(s) may question the candidate selection before the Union Stewards organization within ten (10) days of the selection. The Union Stewards will determine the merit of the complaint and whether a sufficient basis exists to register a formal grievance with the City. Such issues shall be subject to the grievance and arbitration procedures as outlined in Article 6 of this Agreement.

~~If a vacancy still exists after complying with the provisions of Section 23.3, first consideration will be given to part-time and seasonal employees who have successfully completed at least one (1) season of employment with the City, or who receive the recommendation of their supervisor. This is not a guarantee of an offer of regular employment, and the City reserves the right to open up the application process to non-employees at the same time.~~

23.4 The City will post bid jobs prior to probable openings. Employees shall have an opportunity to apply, and the selection process will commence based on Section 23.3 of this Agreement. The posting shall identify the initial location and initial shift of the assignment.

23.5 In the event an employee covered under this Agreement is promoted into a supervisory position not covered by this Agreement, he/she shall continue to earn seniority in the classification from which he was promoted. In the event the employee is later demoted to a lower classification and/or position, his/her latest earned seniority shall be compared with the employee(s) currently occupying the classification and/or position to determine who shall fill such position.

23.6 Actual job performance, skills, abilities, training, and experience shall be considered in any decision to determine upgrades on a temporary basis. If the qualifications of bargaining unit employees are relatively equal, seniority within the bargaining unit shall govern.

ARTICLE 24 – ~~COMMERCIAL DRIVERS LICENSE~~ JOB-REQUIRED LICENSES AND CERTIFICATIONS

24.1 Employees will obtain initial job-required licenses and certifications on the employees' time and at the employees' expense except that the City will permit employees to take first-time certification tests during work hours. Employees who do not successfully pass on the first attempt will use paid time off to take any necessary re-tests during regular working hours. Employees required to obtain a commercial driver's license (CDL) will be permitted to use appropriate City vehicles provided they first obtain a CDL learner's permit.

24.2 Employees who fail to obtain job-required certification by the deadline established in the job offer letter but within the following sixty (60) days will have the duration of their current salary step extended by six months. Employees who fail to obtain job-required certification more than sixty (60) days after the deadline established in the job offer letter will be separated from employment.

24.3 Employees will maintain job-required or other approved certification, including any required continued education, during working hours and at the City's expense. This includes the costs of CDL medical exams and costs of licensing exceeding the costs of non-commercial driver's licenses.

24.4 Employees who earn job-related certifications and subsequently transfer to another division within the bargaining unit will be permitted to maintain certification, including any required continued education, during work hours and at the City's expense.

~~The City will pay for maintenance of CDL for employees who are required by the City to have CDLs during the term of this Agreement. This will include the cost of the physical and the additional cost of the license over and above the cost of a regular Washington State driver's license. All employees required to possess and maintain a CDL will be permitted to use appropriate City vehicles as available when testing or re-testing for required CDL endorsements. Employees must possess a minimum of a CDL learner's permit to utilize City vehicles for training or testing.~~

~~Individuals hired after January 1, 1992 who will possess a CDL must obtain the original CDL at their own expense. However, employees are able to apply for reimbursement of original CDL expenses as per article 24.4. Such employees may use City vehicles as noted above, provided the employee has a CDL learner's permit.~~

24.5 City of Kennewick employees who possess a CDL agree to be bound by all state and federal laws and regulations that govern acquisition, maintenance, and disqualification of a commercial driver's license, including but not limited to RCW 46.25.090 as contained in Kennewick Administrative Code (KAC) 2-200-050.

24.6 The City and the Union will both make good faith efforts to explore alternate possibilities for individuals unable to maintain a CDL due to medical exclusions. Each case will be evaluated based on the position, needs of the City, and the affect movement may create on other employees. The Union and City shall both agree to any proposed change due to an employee's inability to maintain a CDL.

24.7 Effective January 1, 2017, ~~the City will expand~~employees may use the tuition reimbursement program to ~~include~~seek reimbursement of CDL driving school tuition expenses relating to obtaining or upgrading a ~~commercial driver's license (CDL)~~ as a condition of employment. Employees are eligible to receive a lifetime total of seven-hundred and fifty dollars (\$750.00) toward tuition ~~reimbursement~~CDL reimbursement during the course of their employment with the City. ~~This provision will not apply retroactively except to the following employees: Daniel Helsley, William Marazzo and George Messenger.~~

~~The Parties will continue to review existing job descriptions and eliminate CDL requirements where consistent with business needs and provided the Parties can satisfactorily address any compensation imbalance that may result.~~

ARTICLE 25 – AFFIRMATIVE ACTION

25.1 The City of Kennewick's Affirmative Action Plan shall be made, in its entirety, a part of this Agreement by reference. The Union and the City will cooperate to ensure that its goals and objectives are met in as much as possible and practical.

ARTICLE 26 – ENTIRE AGREEMENT CLAUSE

26.1 This Agreement, as expressed in writing, constitutes the entire Agreement between the parties, and no oral statements shall add to or supersede any of its provisions.

26.2 The parties acknowledge that each has had unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining, and the results of the exercise of that right are set forth in this Agreement.

ARTICLE 27 – SAVINGS CLAUSE

27.1 Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by a state statute, federal statute, or any court of competent jurisdiction, such decision shall apply only to the specified Article, Section, or portion thereof directly specified in the decision, and all other provisions shall remain in full force and effect.

ARTICLE 28 – DRUGFREE WORKPLACE

28.1 The Union and City understand the importance of maintaining a drug and alcohol free workplace. Employees under this collective bargaining agreement shall comply with the City's Drugfree Workplace Policy as revised 6/1/98, and those DOT-covered employees possessing and utilizing CDLs for City business will be subject to random and reasonable suspicion drug testing in accordance with the City's Drug and Alcohol Testing Policy.

| DATED AT KENNEWICK, WASHINGTON this _____ day of December, 2021.

INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL NO. 280

CITY OF KENNEWICK,
WASHINGTON

BUSINESS MANAGER

MAYOR

BUSINESS REPRESENTATIVE

CITY MANAGER

ATTEST: CITY CLERK

EXHIBIT "A"

January 1, 2022 – The City will implement the attached salary schedule (Exhibit A) ~~in 2017~~ with no additional increase to base wages. ~~Any employee who receives a base wage increase of less than 2% in 2017 will receive a lump sum making up the difference between his/her wage increase, if any, and 2%. The lump sum payment will be made in two separate payments; the first payment will be made during the first payroll cycle in January 2017 and the second payment will be made during the first payroll cycle in July 2017. Employees who separate from service for any reason prior to July 2017 will not be entitled to receive the second payment.~~

January 1, 2023 – The City will increase base wages ~~set forth in the attached salary schedule by 2% annually in 2018, 2019 and 2020.~~ by 100% of CPI-U, All-Cities (July-July), with a minimum of 2.5% and maximum of 4%.

January 1, 2024 – The City will increase base wages by 100% of CPI-U, All-Cities (July-July), with a minimum of 2.5% and maximum of 4%.

Grounds M&CCs employed prior to January 1, 2022 who were required to obtain a CDL as a condition of employment and who continue to maintain a CDL will receive an additional \$0.44/hour in pay for the duration of their employment as Parks M&CCs.

An employee promoted to a position in a higher range shall be advanced to the first step in that range which provides a wage increase.

The City will authorize specialty pay in the amount of \$1.00 per hour for hours spent by employees actively engaged in waste pond work. This applies to time spent by employees in the boats in the City's lagoon or HRTs.

Council Agenda Coversheet 	Agenda Item Number	3.h.	Council Date	12/07/2021	Consent Agenda	☒	
	Agenda Item Type	Contract/Agreement/Lease				Ordinance/Reso	☐
	Subject	Water Pump Station Meter & Zone 1 PRV Replace				Public Mtg / Hrg	☐
	Ordinance/Reso #		Contract #		Other	☐	
	Project #	P1932-21	Permit #		Quasi-Judicial	☐	
	Department	Public Works					

Recommendation

That City Council award Contract P1932-21 (Water Pump Station Meter & Zone 1 PRV Replace) to Ray Poland & Sons Inc in the amount of \$364,872.11, plus a 10% construction contingency amount of \$36,500 for a total amount of \$401,372.11.

Motion for Consideration

I move to award Contract P1932-21 (Water Pump Station Meter & Zone 1 PRV Replace) to Ray Poland & Sons Inc in the amount of \$364,872.11, plus a 10% construction contingency amount of \$36,500 for a total amount of \$401,372.11.

Summary

Four (4) bids were received on November 30, 2021 at 10:00 a.m.

Ray Poland & Sons, Inc	\$364,872.11
Apollo, Inc	\$377,013.05
Double J Excavating, Inc	\$427,884.00
C&E Trenching, LLC	\$463,309.32

Engineer's Estimate: \$423,045.87

This project is for the replacement of several large diameter potable water production meters and the replacement of one pressure reducing valve (PRV). Work includes, installation of a new pre-packaged PRV station at a revised location, abandonment of the existing old PRV station, removal and replacement of large diameter meters at the following locations; WTP, RC5, and 19th & Olympia.

State law requires that we award contracts to a responsible bidder with the lowest responsive bid. We have reviewed all bids and determined them all to be responsive. We are recommending award of this project to Ray Poland & Sons Inc who we have determined to be a responsible bidder with the lowest responsive bid.

Alternatives

None recommended.

Fiscal Impact

Water and Sewer Fund	Construction Contract:	\$364,872.11
	Construction Contingency:	\$ 36,500.00
	Total:	\$401,372.11

Through	John Cowling Dec 01, 07:02:33 GMT-0800 2021	Attachments: 
Dept Head Approval	Cary Roe Dec 01, 07:45:28 GMT-0800 2021	
City Mgr Approval	Marie Mosley Dec 03, 14:54:03 GMT-0800 2021	

☐ Recording Required?

Council Agenda Coversheet 	Agenda Item Number	3.i.	Council Date	12/07/2021	Consent Agenda	☒	
	Agenda Item Type	Contract/Agreement/Lease				Ordinance/Reso	☐
	Subject	Canal Drive Sewer Replacement Project				Public Mtg / Hrg	☐
	Ordinance/Reso #		Contract #		Other	☐	
	Project #	P1936-21	Permit #		Quasi-Judicial	☐	
	Department	Public Works					

Recommendation

Staff recommends that Council accept the work of Sharpe & Preszler Construction Co. for contract P1936-21, Canal Drive Sewer Replacement Project.

Motion for Consideration

I move to accept the work of Sharpe & Preszler Construction Co. for contract P1936-21, Canal Drive Sewer Replacement Project, in the amount of \$437,389.78.

Summary

Original Contract	\$ 402,010.20
Change Orders	\$ 6,521.16
Quantity Changes	\$ 28,858.42
Total	\$ 437,389.78

This project was for the installation of approximately 590 linear feet of 12-inch diameter sewer main, sewer manholes, connection to existing manholes, and approximately 250 linear feet of 4-inch sewer service lines. Additionally, existing manholes and sewer lines that were identified as failing were abandoned within both the City of Kennewick, and Washington State Right-Of-Way.

This project had two (2) change orders which included additional clearing, grubbing, and hydroseeding work that was unanticipated at the time of bid, CDF to encase the sewer line crossing with an existing waterline per WaDOH requirements, and the use of a second bypass pump due to higher than expected sewer flows.

Quantity changes included increases in 12-inch sewer pipe, 4-inch sewer pipe, and pavement restoration.

Alternatives

None recommended

Fiscal Impact

Sewerline Renewals and Replacements (W1594350 / 565037): \$437,389.78

Through	Kendrick Glover Dec 01, 13:05:23 GMT-0800 2021	Attachments: 
Dept Head Approval	Cary Roe Dec 01, 13:34:30 GMT-0800 2021	
City Mgr Approval	Marie Mosley Dec 03, 14:54:55 GMT-0800 2021	

☐ Recording Required?

Council Agenda Coversheet 	Agenda Item Number	5.a.	Council Date	12/07/2021	Consent Agenda	☐
	Agenda Item Type	Ordinance			Ordinance/Reso	☒
	Subject	KMC 2.04.075 Council Salaries			Public Mtg / Hrg	☐
	Ordinance/Reso #	5952	Contract #		Other	☐
	Project #		Permit #		Quasi-Judicial	☐
	Department	Finance				

Recommendation

That Council adopt Ordinance 5952.

Motion for Consideration

I move to adopt Ordinance 5952.

Summary

KMC 2.04.075 provides for City Council salaries and includes a four year salary schedule that is reviewed and updated by adding two additional years during the odd year of each biennium. Adopting a four year salary schedule and updating it every two years allows the City and City Council to avoid any potential conflict with a provision in the state constitution that prohibits elected officials from receiving an increase in salary that was voted upon during their current term.

Historically, the monthly salary for Kennewick City Council has also met requirements established by the Department of Retirement Services (DRS) for Councilmembers who participate in the PERS retirement system to receive full service credit for each month they serve on Council. Under these rules, elected officials are eligible for full monthly service credit if their monthly salary is equal to, or greater than, 90 times the state minimum wage. Under current state law, the minimum wage increases each year based on the annual percentage change in the consumer price index (CPI). For 2022, the annual change in CPI utilized to calculate minimum wage was 5.83%, which results in the minimum wage increasing to \$14.49 per hour. Based on this change, the current Council salary scheduled for 2022 of \$1,300 will not meet the DRS requirement for full PERS service credit each month. As a result, Councilmembers will only receive 0.5 service credits for each month served. It is also uncertain if the scheduled 2023 monthly salary will meet this requirement until the state minimum wage for 2023 is known.

Ordinance 5952 proposed to modify KMC 2.04.075 to add a monthly salary of \$1,400 per month for Councilmembers in 2024 and \$1,425 for 2025. The proposed ordinance would also retain the existing \$100 differential for the Mayor Pro-Tem and additional \$100 differential for the Mayor. Assuming that future changes in CPI remain at 3% or below, the proposed salaries for 2024 and 2025 would allow all Councilmembers to receive full PERS service credit each month again beginning in 2024.

Alternatives

City Council could elect to modify Ordinance 5952 to adjust salaries for 2024 and 2025 by different amounts, or leave salaries for these years at the same rate scheduled for 2023. However, an action is required to set 2024 and 2025 salaries.

Fiscal Impact

The proposed change to council salaries in 2024 and 2025 under Ordinance 5952 would add \$8,400 in salary costs over the two year period of 2024-2025, plus variable benefit costs. Council salaries for 2022 and 2023 were previously approved in 2019 with adoption of Ordinance 5844 and would remain the same under Ordinance 5952.

Through		Attachments: Ordinance
Dept Head Approval	Dan Legard Nov 30, 14:40:13 GMT-0800 2021	
City Mgr Approval	Marie Mosley Dec 03, 14:59:41 GMT-0800 2021	

☐ Recording Required?

CITY OF KENNEWICK
ORDINANCE NO. 5952

AN ORDINANCE RELATING TO CITY COUNCIL SALARIES AND
AMENDING SECTION 2.04.075 OF THE KENNEWICK MUNICIPAL CODE

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

Section 1. Section 2.04.075 of the Kennewick Municipal Code, be, and the same hereby is,
amended to read as follows:

2.04.075: Salary of City Council, Mayor Pro Tem, and Mayor.

- (1) Each member of the City Council shall be compensated by a monthly salary to conduct and attend Council business, meetings, sessions and other such activities as deemed necessary by the City Council in the performance of the Council official duties, as follows:

Year	Council	Mayor Pro Tem	Mayor
2020	\$1,250.00	\$1,350.00	\$1,450.00
2021	\$1,275.00	\$1,375.00	\$1,475.00
2022	\$1,300.00	\$1,400.00	\$1,500.00
2023	\$1,325.00	\$1,425.00	\$1,525.00
<u>2024</u>	<u>\$1,400.00</u>	<u>\$1,500.00</u>	<u>\$1,600.00</u>
<u>2025</u>	<u>\$1,425.00</u>	<u>\$1,525.00</u>	<u>\$1,625.00</u>

- (2) Nothing herein contained shall cause an increase or decrease to the compensation of any member of the Council during their current term of office or any unexpired term of office, to which such member of the Council is appointed or elected. Beginning in 2019, and then in every odd numbered year thereafter, City Council shall establish and approve a schedule for Council salary for the subsequent four-year period by adding two additional years to the existing schedule.

(Ord. 5952 Sec. 1, 2021; Ord. 5844 Sec. 1, 2019)

Section 2. This ordinance shall be in full force and effect on January 1, 2022.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 7th day of December, 2021, and signed in authentication of its passage this 7th day of December, 2021.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5952 filed and recorded
in the office of the City Clerk of the City of
Kennewick, Washington this 8th day of
December, 2021.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION_____

Council Agenda Coversheet 	Agenda Item Number	5.b.	Council Date	12/07/2021	Consent Agenda	☐
	Agenda Item Type	Ordinance			Ordinance/Reso	☒
	Subject	Amend KMC 4.02.080 & 4.02.110			Public Mtg / Hrg	☐
	Ordinance/Reso #	5954	Contract #		Other	☐
	Project #		Permit #		Quasi-Judicial	☐
	Department	City Attorney				

Recommendation

To adopt the amendments to KMC 4.02.080 and 4.02.110.

Motion for Consideration

I move to adopt Ordinance 5954.

Summary

At the November 23, 2021 council workshop, staff presented several housekeeping amendments to KMC 4.02 and KMC 4.08. Ordinance 5954 amends KMC 4.02.080(1)(a)(xi) by excluding SEPA determinations on Comprehensive Plan Amendment Applications from the decisions which are appealable to the hearing examiner. Ordinance 5954 will also amend KMC 4.02.080(2) and 4.02.110 by allowing the Hearing Examiner to conduct hearings through a virtual format with the consent of the permit applicant, or appellant.

Alternatives

None

Fiscal Impact

None

Through	Christina Perez Nov 30, 09:00:36 GMT-0800 2021	Attachments: 
Dept Head Approval	Lisa Beaton Nov 30, 10:57:19 GMT-0800 2021	
City Mgr Approval	Marie Mosley Dec 03, 15:05:55 GMT-0800 2021	

☐ Recording Required?

CITY OF KENNEWICK
ORDINANCE NO. 5954

AN ORDINANCE RELATING TO HEARING EXAMINER AND AMENDING
SECTION 4.02.080 AND SECTION 4.02.110 OF THE KENNEWICK
MUNICIPAL CODE

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

Section 1. Section 4.02.080 of the Kennewick Municipal Code, be, and the same hereby is,
amended to read as follows:

4.02.080: Duties of the Examiner—Applications and Decisions.

The Hearing Examiner shall have the following duties with respect to applications of
matters submitted before him or her.

- (1) Decisions of the Hearing Examiner. The Hearing Examiner shall receive and
examine available information, conduct open record appeal hearings or open
record public hearings, prepare a record thereof, and enter findings of fact and
conclusions based upon these facts, which conclusions shall represent the final
action on the application, unless appealed further to Superior Court, as specified
in this Section for the following:
 - (a) Open record appeal hearings on the following applications and/or
administrative decisions:
 - (i) Lot Line Adjustment;
 - (ii) Accessory Apartment;
 - (iii) Parcel Combination;
 - (iv) Home Occupation;
 - (v) Additional Animals;
 - (vi) Comparable Use;
 - (vii) Manufactured Housing In-fill;
 - (viii) Conditional Use Permit;
 - (ix) Site Plan Approval;
 - (x) Short Plat;
 - (xi) Appeals of SEPA determinations, excluding SEPA determinations
on Comprehensive Plan Amendment Applications;
 - (xii) Business license denials, revocations;
 - (xiii) Appeals from sign permit decisions; and
 - (xiv) Appeals from administrative land use interpretation decisions.
 - (b) Open record public hearings on the following applications:
 - (i) Variance; applications for variances from the terms of the zoning
code and subdivision code;
 - (ii) Preliminary Plats;
 - (iii) Shoreline Permits; and
 - (iv) Planned Development Permits.

- (c) Such other matters as may be designated by the Council.
- (d) Open record appeal hearing of a department director's administrative decision when provided in the Kennewick Municipal Code.
- (2) The Examiner shall have the power to prescribe rules and regulations for the conduct of hearings under this Chapter, subject to review by the City Council. The Examiner shall have the authority to conduct public hearings and appeal hearings through a virtual format with the consent of the applicant or appellant.

(Ord. 5954 Sec. 1, 2021; Ord. 5391 Sec. 1, 2011; Ord. 5321 Sec. 1, 2010)

Section 2. Section 4.02.110 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

4.02.110: Public Hearing.

- (1) Before rendering a decision on any application for which a public hearing is required, the Examiner shall hold a public hearing thereon. Unless otherwise required by the Kennewick Municipal Code, all hearings conducted by the Examiner shall be open record hearings. Notice of the place and time of the public hearing shall be given as provided in the ordinance governing the application. If none is specifically set forth, such notice shall be given in accordance with KMC Chapter 4.12. Per KMC 4.02.080(2) the Examiner may conduct the public hearing through a virtual format upon consent of the applicant or appellant and the public notice will provide the link through which the public may view or participate in the hearing.
- (2) During the public hearing, the Examiner shall have the authority to administer oaths and preserve order. At the close of the testimony the Examiner may close the public hearing, continue the hearing to a time and date certain, or close the public hearing pending the submission of additional information on or before a date certain.
- (3) Until a final action on the application is taken, the Examiner may dismiss the application for failure to diligently pursue the application after notice is given to all parties of record.
- (4) If a project consists of different actions which require separate hearings to be held for each action, one consolidated hearing shall be held as required by KMC Chapter 4.12.

(Ord. 5954 Sec. 2, 2021; Ord. 5391 Sec. 3, 2011; Ord. 5321 Sec. 1, 2010)

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

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 7th day of December, 2021, and signed in authentication of its passage this 7th day of December, 2021.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5954 filed and recorded
in the office of the City Clerk of the City of
Kennewick, Washington this 8th day of
December, 2021

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION _____

CITY OF KENNEWICK
ORDINANCE NO. 5954

AN ORDINANCE RELATING TO HEARING EXAMINER AND AMENDING
SECTION 4.02.080 AND SECTION 4.02.110 OF THE KENNEWICK
MUNICIPAL CODE

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

Section 1. Section 4.02.080 of the Kennewick Municipal Code, be, and the same hereby is,
amended to read as follows:

4.02.080: Duties of the Examiner—Applications and Decisions.

The Hearing Examiner shall have the following duties with respect to applications of
matters submitted before him or her.

- (1) Decisions of the Hearing Examiner. The Hearing Examiner shall receive and examine
available information, conduct open record appeal hearings or open record public
hearings, prepare a record thereof, and enter findings of fact and conclusions based
upon these facts, which conclusions shall represent the final action on the application,
unless appealed further to Superior Court, as specified in this Section for the following:
 - (a) Open record appeal hearings on the following applications and/or administrative
decisions:
 - (i) Lot Line Adjustment;
 - (ii) Accessory Apartment;
 - (iii) Parcel Combination;
 - (iv) Home Occupation;
 - (v) Additional Animals;
 - (vi) Comparable Use;
 - (vii) Manufactured Housing In-fill;
 - (viii) Conditional Use Permit;
 - (ix) Site Plan Approval;
 - (x) Short Plat;
 - (xi) Appeals of SEPA determinations, excluding SEPA determinations on
Comprehensive Plan Amendment Applications;
 - (xii) Business license denials, revocations;
 - (xiii) Appeals from sign permit decisions; and
 - (xiv) Appeals from administrative land use interpretation decisions.
 - (b) Open record public hearings on the following applications:
 - (i) Variance; applications for variances from the terms of the zoning code and
subdivision code;
 - (ii) Preliminary Plats;
 - (iii) Shoreline Permits; and
 - (iv) Planned Development Permits.
 - (c) Such other matters as may be designated by the Council.

- (d) Open record appeal hearing of a department director's administrative decision when provided in the Kennewick Municipal Code.
- (2) The Examiner shall have the power to prescribe rules and regulations for the conduct of hearings under this Chapter, subject to review by the City Council. The Examiner shall have the authority to conduct public hearings and appeal hearings through a virtual format with the consent of the applicant or appellant.

(Ord. 5954 Sec. 1, 2021; Ord. 5391 Sec. 1, 2011; Ord. 5321 Sec. 1, 2010)

Section 2. Section 4.02.110 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

4.02.110: Public Hearing.

- (1) Before rendering a decision on any application for which a public hearing is required, the Examiner shall hold a public hearing thereon. Unless otherwise required by the Kennewick Municipal Code, all hearings conducted by the Examiner shall be open record hearings. Notice of the place and time of the public hearing shall be given as provided in the ordinance governing the application. If none is specifically set forth, such notice shall be given in accordance with KMC Chapter 4.12. Per KMC 4.02.080(2) the Examiner may conduct the public hearing through a virtual format upon consent of the applicant or appellant and the public notice will provide the link through which the public may view or participate in the hearing.
- (2) During the public hearing, the Examiner shall have the authority to administer oaths and preserve order. At the close of the testimony the Examiner may close the public hearing, continue the hearing to a time and date certain, or close the public hearing pending the submission of additional information on or before a date certain.
- (3) Until a final action on the application is taken, the Examiner may dismiss the application for failure to diligently pursue the application after notice is given to all parties of record.
- (4) If a project consists of different actions which require separate hearings to be held for each action, one consolidated hearing shall be held as required by KMC Chapter 4.12.

(Ord. 5954 Sec. 2, 2021; Ord. 5391 Sec. 3, 2011; Ord. 5321 Sec. 1, 2010)

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

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 7th day of December, 2021, and signed in authentication of its passage this 7th day of December, 2021.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5954 filed and recorded
in the office of the City Clerk of the City of
Kennewick, Washington this 8th day of
December, 2021

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION _____

Council Agenda Coversheet 	Agenda Item Number	5.c.	Council Date	12/07/2021	Consent Agenda	☐
	Agenda Item Type	Ordinance			Ordinance/Reso	☒
	Subject	Amend KMC 4.08.430, Admin Appeals			Public Mtg / Hrg	☐
	Ordinance/Reso #	5955	Contract #		Other	☐
	Project #		Permit #		Quasi-Judicial	☐
	Department	City Attorney				

Recommendation

Staff recommends adoption of Ordinance 5955.

Motion for Consideration

I move to adopt Ordinance 5955.

Summary

At the November 23, 2021 council workshop, staff presented several housekeeping amendments to KMC 4.02 and KMC 4.08. Ordinance 5955 will amend KMC 4.08.430(1) to clarify that appeals of a SEPA decision on a Comprehensive Plan Amendment application go to the Planning Commission to be heard at the public hearing on the underlying amendment application.

Alternatives

None

Fiscal Impact

None

Through	Christina Perez Nov 30, 09:06:53 GMT-0800 2021	Attachments: 
Dept Head Approval	Lisa Beaton Nov 30, 10:56:16 GMT-0800 2021	
City Mgr Approval	Marie Mosley Dec 03, 15:07:43 GMT-0800 2021	
		☐ Recording Required?

CITY OF KENNEWICK
ORDINANCE NO. 5955

AN ORDINANCE RELATING TO ADMINISTRATIVE APPEALS AND
AMENDING SECTION 4.08.430 OF THE KENNEWICK MUNICIPAL CODE

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

Section 1. Section 4.08.430 of the Kennewick Municipal Code, be, and the same hereby is,
amended to read as follows:

4.08.430: Appeals.

- (1) Relief from a decision of the Responsible Official is to the Hearing Examiner if no other review is provided or to review a determination of significance. Where applicable, and consistent with RCW 36.70B.120, and the permit procedures found at KMC 4.12, the appeal of the decision of the Responsible Official shall be heard at the same time as the application for the underlying land use permit in a single, consolidated hearing. Relief from a SEPA decision of the Responsible Official regarding a Comprehensive Plan Amendment is to the Planning Commission to be heard at the same time as the application for the Comprehensive Plan Amendment.
- (2) An application for review from a decision of the Hearing Examiner must be made to the Benton County Superior Court within 21 days of issuance unless a different time period applies to the underlying governmental action. Review of procedural decisions must be initiated within ten days.

(Ord. 5955 Sec. 1, 2021; Ord. 5392 Sec. 2, 2011; Ord. 5322 Sec. 16, 2010; Ord. 3644 Sec. 5, 1996; Ord. 2873 Sec. 1(part), 1984; Ord. 2814 Sec. 3, 1984; Ord. 2486 Sec. 1, 1980)

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

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this
7th day of December, 2021, and signed in authentication of its passage this 7th day of December,
2021.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5955 filed and recorded
in the office of the City Clerk of the City of
Kennewick, Washington this 8th day of
December, 2021.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION _____

CITY OF KENNEWICK
ORDINANCE NO. 5955

AN ORDINANCE RELATING TO ADMINISTRATIVE APPEALS AND
AMENDING SECTION 4.08.430 OF THE KENNEWICK MUNICIPAL CODE

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

Section 1. Section 4.08.430 of the Kennewick Municipal Code, be, and the same hereby is,
amended to read as follows:

4.08.430: Appeals.

- (1) Relief from a decision of the Responsible Official is to the Hearing Examiner if no other review is provided or to review a determination of significance. Where applicable, and consistent with RCW 36.70B.120, and the permit procedures found at KMC 4.12, the appeal of the decision of the Responsible Official shall be heard at the same time as the application for the underlying land use permit in a single, consolidated hearing. Relief from a SEPA decision of the Responsible Official regarding a Comprehensive Plan Amendment is to the Planning Commission to be heard at the same time as the application for the Comprehensive Plan Amendment.
- (2) An application for review from a decision of the Hearing Examiner must be made to the Benton County Superior Court within 21 days of issuance unless a different time period applies to the underlying governmental action. Review of procedural decisions must be initiated within ten days.

(Ord. 5955 Sec. 1, 2021; Ord. 5392 Sec. 2, 2011; Ord. 5322 Sec. 16, 2010; Ord. 3644 Sec. 5, 1996; Ord. 2873 Sec. 1(part), 1984; Ord. 2814 Sec. 3, 1984; Ord. 2486 Sec. 1, 1980)

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

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 7th day of December, 2021, and signed in authentication of its passage this 7th day of December, 2021.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5955 filed and recorded
in the office of the City Clerk of the City of
Kennewick, Washington this 8th day of
December, 2021.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION _____

Council Agenda Coversheet



Agenda Item Number	5.d.	Council Date	12/07/2021
Agenda Item Type	Ordinance		
Subject	Remote Attendance Policy		
Ordinance/Reso #	5956	Contract #	
Project #		Permit #	
Department	Management Services		

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

Recommendation

Staff recommends that the City Council approve the proposed amendment to add KMC 2.04.048 - Remote Attendance, by adopting Ordinance 5956.

Motion for Consideration

I move to adopt Ordinance 5956.

Summary

At the 11/23/2021 Council Workshop, staff facilitated a discussion to determine the elements City Council desired to see in a new Remote Attendance Policy for the use of the new virtual technology improvements underway for City Council meetings. That feedback has been incorporated into Ordinance 5956.

Ordinance 5956 adds a new section to KMC Chapter 2.04 - City Council.

Alternatives

None recommended.

Fiscal Impact

None.

Through

Dept Head Approval

City Mgr Approval

Christina Palmer
Dec 03, 09:52:36 GMT-0800 2021

Marie Mosley
Dec 03, 15:14:59 GMT-0800 2021

Attachments: Ordinance 5956

☐ Recording
Required?

CITY OF KENNEWICK
ORDINANCE NO. 5956

AN ORDINANCE RELATING TO REMOTE ATTENDANCE AT CITY COUNCIL
MEETINGS ADDING SECTION 2.04.048 TO THE KENNEWICK MUNICIPAL CODE

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

Section 1. Section 2.04 of the Kennewick Municipal Code, be, and the same hereby is, added to
read as follows:

2.04.048: Remote Attendance

- (1) To the extent consistent with applicable state law, Councilmembers may attend and participate in a Council meeting remotely (“Remote Attendance”) utilizing a City approved virtual platform. Any Councilmember intending to utilize Remote Attendance for a meeting shall provide at least 24-hour notice prior to the scheduled meeting of such intent to the Mayor, City Manager, or City Clerk to allow time for staff to setup the required equipment prior to the specified City Council meeting or meetings. The use of virtual platform equipment shall allow members of the public to fully participate in the meeting, allow the official minute recording staff person to observe all activity, allow the recording system to capture, in open session, all activity and discussion, and allow the Councilmembers and the public to adequately see and hear the meeting proceedings including all discussion, comments, and any voting by the Councilmember attending remotely.
- (2) During any meeting that a Councilmember is attending via remote communication, the Mayor or presiding officer shall state for the record that a particular Councilmember is attending via remote communication.
- (3) Any Councilmember utilizing Remote Attendance shall bear the risk that the virtual platform being used to effectuate the Remote Attendance may malfunction or otherwise fail to operate properly in a manner that effectively prevents the Councilmember’s attendance and participation at the meeting. Except to the extent necessary to ensure a quorum, no such malfunction or operational failure shall require the adjournment, continuation or cancelation of any Council meeting, or the postponement of any Council vote; provided, that the City Council may in its sole discretion vote to adjourn, continue or cancel a meeting, or postpone a Council vote, as deemed appropriate to respond to a malfunction or operational failure of the virtual platform.
- (4) Councilmembers utilizing Remote Attendance are responsible for ensuring adequate Wi-Fi connectivity is available at the physical location they are participating from and are solely responsible for the cost of such connectivity.

- (5) Councilmembers should immediately report any technical difficulties with assigned equipment to the technology department prior to the meeting in order to resolve any problems prior to the scheduled meeting.
- (6) In the case of executive sessions, the Council may permit participation from remote location(s) only when the Council on a case-by-case basis considers such participation to be necessary and the Council is confident in the security of such remote communications.

(Ord. 5956, Sec. 1, 2021)

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

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 7th day of December, 2021, and signed in authentication of its passage this 7th day of December, 2021.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5956 filed and recorded
in the office of the City Clerk of the City of
Kennewick, Washington this 8th day of
December, 2021.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION _____

Council Agenda Coversheet	Agenda Item Number	5.e.	Council Date	12/07/2021	Consent Agenda	☐
	Agenda Item Type	Resolution			Ordinance/Reso	☒
	Subject	Council Electronic Signatures			Public Mtg / Hrg	☐
	Ordinance/Reso #	21-14	Contract #		Other	☐
	Project #		Permit #		Quasi-Judicial	☐
	Department	Management Services				

Recommendation

That Council adopt Resolution 21-14 authorizing the use and receipt of electronic signatures in conducting business at the City of Kennewick.

Motion for Consideration

I move to adopt Resolution 21-14.

Summary

In 2019, the City began using DocuSign to gather electronic signatures on routine business items (KAC 17-04-090(4)). During the 2020 Legislative Session, the Washington State Legislature adopted the Uniform Electronics Transactions Act, ESSB 6028, effective June 11, 2020, which repeals and replaces Chapter 19.360 RCW but continues to allow municipalities to determine whether, and the extent to which, the agency will send and accept electronic signatures in the conduct of its business. The value of using electronic signatures has been proven during the COVID-19 pandemic in utilizing technology to maintain City operations. City staff recommends expanding our use of electronic signatures to sign all city documents if such an option is available and permitted by law. A city document that is required by law to be signed in non-electronic media may not be electronically signed under this Resolution.

Resolution 21-14 would authorize the Mayor, Mayor Pro Tem, and their designees to use DocuSign or any other similar technology solution to electronically sign electronic records. It further authorizes the City Manager and all City of Kennewick employees who are designated to sign city documents by the City Council, the City Manager, a Department Director or designee to sign city documents electronically if such an option is available.

Alternatives

None recommended.

Fiscal Impact

None.

Through		Attachments: Resolution 
Dept Head Approval	Christina Palmer Dec 03, 12:55:25 GMT-0800 2021	
City Mgr Approval	Marie Mosley Dec 03, 15:18:49 GMT-0800 2021	
		☐ Recording Required?

CITY OF KENNEWICK
RESOLUTION NO. 21-14

A RESOLUTION AUTHORIZING THE USE AND RECEIPT OF ELECTRONIC
SIGNATURES IN CONDUCTING BUSINESS AT THE CITY OF KENNEWICK

WHEREAS, RCW 19.360.020 formerly authorized municipalities in Washington to utilize electronic signatures in the conduct of governmental affairs and other transactions; and

WHEREAS, during the 2020 legislative session, the Washington State Legislature adopted the Uniform Electronics Transactions Act, ESSB 6028, effective June 11, 2020, which repeals and replaces Chapter 19.360 RCW but continues to allow municipalities to determine whether, and the extent to which, the agency will send and accept electronic signatures in the conduct of its business; and

WHEREAS, ESSB 6028 defines an "Electronic signature" as "an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record"; and

WHEREAS, ESSB 6028 provides that "[a] record or signature may not be denied legal effect or enforceability solely because it is in electronic form; a contract may not be denied legal effect or enforceability solely because an electronic record was used in its formation; if a law requires a record to be in writing, an electronic record satisfies the law; and if a law requires a signature, an electronic signature satisfies the law"; and

WHEREAS, to promote social distancing during the COVID-19 pandemic, and to increase the effectiveness and efficiency of the City of Kennewick's business processes, the City desires to leverage technology solutions such as DocuSign or other similar products to apply authenticated electronic signatures to legally enforceable electronic records as allowed by ESSB 6028; and

WHEREAS, the value of electronic signatures has been proven during the COVID-19 public health emergency, when City business has been and continues to be largely conducted via remote technologies due to the Governor's Stay Home, Stay Safe Proclamation and subsequent orders; and

WHEREAS, the City Council desires to formally authorize the use of electronic signatures in conducting City business; NOW THEREFORE,

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, AS FOLLOWS:

Section 1. The City Council finds it to be in the public interest to allow the use of electronic signatures for City business to the fullest extent allowed by state and federal law. An electronic

signature may be used with the same force and effect as a signature affixed by hand, subject to the limitations in state and federal law.

Section 2. A city document that is required by law to be signed in non-electronic media may not be digitally or electronically signed.

Section 3. The Mayor, Mayor Pro Tempore, and their designees are hereby authorized to use the DocuSign electronic signature platform or any other similar technology solution to affix electronic signatures to electronic records.

Section 4. The City Manager and all City of Kennewick employees who are designated to sign city documents by the City Council, the City Manager, a duly authorized Department Director, or as authorized by law are hereby authorized to sign city documents digitally if such an option is available.

Section 5. The use and acceptance of an electronic signature affirmed by an electronic record notary public is permitted if the notarization complies with the Revised Uniform Law on Notarial Acts, Chapter 42.45 RCW as presently enacted or hereafter amended.

Section 6. The use and acceptance of electronic signatures by the City of Kennewick prior to the effective date of this Resolution is hereby ratified and confirmed.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 7th day of December 2021, and signed in authentication of its passage this 7th day of December, 2021.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

RESOLUTION NO. 21-14 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington, this 8th day of December, 2021

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

Council Agenda Coversheet 	Agenda Item Number	5.f.	Council Date	12/07/2021	Consent Agenda	☐
	Agenda Item Type	Ordinance			Ordinance/Reso	☒
	Subject	Change of Zone from RS to PF (KSD)			Public Mtg / Hrg	☐
	Ordinance/Reso #	5957	Contract #		Other	☐
	Project #	COZ 21-10	Permit #	PLN-2021-03544	Quasi-Judicial	☐
	Department	Planning				

Recommendation

The Planning Commission recommends that City Council concur with the findings and conclusions contained in the staff report for COZ 21-10 by adopting Ordinance 5957.

Motion for Consideration

I move to adopt Ordinance 5957

Summary

Paul Knutzen, of Knutzen Engineering, has applied on behalf of the Kennewick School District (KSD) to change the zoning district of 8.86 acres from Residential, Suburban (RS) to Public Facility (PF). The PF zone is an implementing zoning district of the Public Facility Comprehensive Plan Land Use Designation.

The subject property is located at 7001 W 13th Avenue (Ridgeview Elementary) and is adjacent to properties zoned RS and RL.

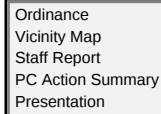
The Planning Commission held a public hearing to review the proposal on November 15, 2021. At the hearing, staff presented an overview of the staff report and the applicant provided a testimony. Two members of the public spoke neutrally regarding the project. The Planning Commission voted 4 to 0 to recommend approval of COZ 21-08 to City Council.

Alternatives

None Recommended

Fiscal Impact

None

Through	Chris Bowman Nov 23, 16:53:15 GMT-0800 2021	Attachments: 
Dept Head Approval	Anthony Muai Nov 30, 07:58:11 GMT-0800 2021	
City Mgr Approval	Marie Mosley Dec 03, 15:22:31 GMT-0800 2021	

☐ **Recording Required?**

CITY OF KENNEWICK
ORDINANCE NO. 5957

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY WITHIN THE CITY OF KENNEWICK 8.6 ACRES OF PROPERTY LOCATED AT 7001 W 13TH AVENUE, KENNEWICK FROM RESIDENTIAL SUBURBAN (RS) TO PUBLIC FACILITY (PF) (COZ 21-10, KNUTZEN ENGINEERING, C/O PAUL KNUTZEN)

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

Section 1. Ordinance No. 3001, as amended, the zoning ordinance of the City of Kennewick and the accompanying zoning map of the City of Kennewick being part of said ordinance shall be and hereby is changed from Residential Suburban (RS) to Public Facility (PF) for the real property described as follows:

SHORT PLAT #899, LOT 4. QUIT CLAIM DEED, 9-2-81.

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 7th day of December, 2021, and signed in authentication of its passage this 7th day of December, 2021.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

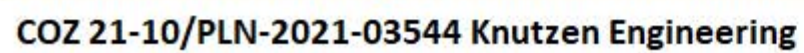
ORDINANCE NO. 5957 filed and recorded
in the office of the City Clerk of the City of
Kennewick, Washington this 8th day of
December, 2021.

Approved as to form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION_____



Commercial, Community





COMMUNITY PLANNING DEPARTMENT

STAFF REPORT AND RECOMMENDATION TO
THE PLANNING COMMISSION
FILE NO: COZ 21-10/PLN-2021-03544

Report Date:	November 9, 2021
Hearing Date & Location:	November 15, 2021, Virtual
Report Prepared By:	Chris Bowman Assistant Planner
Report Reviewed By:	Anthony Muai AICP Planning Manager
Summary Recommendation:	The City of Kennewick Planning Staff RECOMMENDS that Change of Zone 21-10 be APPROVED.
Summary of Proposal:	A Change of Zone of 8.8 acres from Residential, Suburban (RS) to Public Facility (PF)
Proposal Location:	7001 W 13 th Ave.
Legal Description:	Parcel No. 1-0889-201-0899-004 Short plat #899, Lot 4. Quit claim deed, 9-2-81.
Property Owners:	Kennewick School District 5501 W Metaline Ave Kennewick, WA 99336
Applicant:	Paul Knutzen, Knutzen Engineering 5401 Ridgeline Dr Ste 160 Kennewick, WA 99338
Regulatory Controls:	Comprehensive Plan – Land Use KMC Title 4 – Administrative Procedures KMC Title 18 – Zoning Washington State Environmental Policy Act

COZ Key Application Processing Dates:

Application Submittal	September 30, 2021
Determination of Completeness Issued	September 30, 2021
Notice of Application Posted	October 4, 2021
SEPA Determination	November 9, 2021
Date of Mailed Notice of Public Hearing	November 3, 2021
Property Posting Sign for Public Hearing	November 3, 2021
Date of Published Notice of Public Hearing	October 31, 2021

Exhibits:

1. Staff Report
2. Application/Supplemental Information
3. Maps
4. Environmental Determination 21-34
5. Affidavit of Mailing/Mailing List dated November 3, 2021
6. Kennewick Irrigation District Comments

The site is adjacent to the following zoning districts:

North: Residential, Suburban (RS)
 East: Residential, Suburban (RS)
 South: Residential, Suburban (RS)
 West: Residential, Low (RL)

Applicable Goals and Policies of the Comprehensive Plan:

Residential Goal 1: Provide for attractive, walkable, and well-designed residential neighborhoods, with differing densities and compatible with neighboring areas.

Residential Goal 2: Provide appropriate public facilities supporting residential areas

Residential Policy 2.1: Ensure provisions of parks, schools, drainage, transit, water, sanitation, infrastructure, and pedestrian in new residential developments.

Kennewick Municipal Code Findings:

The following findings are required to be made in order to approve a change of zone:

KMC 18.51.070(2): Findings:

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

1. *The proposed amendment conforms with the comprehensive plan; and*

Staff Response: This site is designated Public Facility in the City's comprehensive plan. The Public Facility zone is an implementing zone of the Public Facility land use designation.

2. *Promotes the public necessity, convenience and general welfare; and*

Staff Response: The proposal implements goals and policies of the comprehensive plan, specifically Residential Goal 1, Residential Goal 2 and Residential Policy 2.1

3. *The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands, which are deemed unacceptable by the City; and*

Staff Response: The proposal will not impose a burden upon public facilities beyond their capacity to serve, nor will it reduce service to the service area below the City's established levels of service.

4. *The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan; and*

Staff Response: The proposed amendment is consistent with the applicable provisions of the Kennewick Municipal Code and the Comprehensive Plan. The PF zone implements the Comprehensive Plan's Public Facility land use designation.

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

Staff Response: Not applicable to the proposed change of zone.

Public Comments

Staff received phone inquiries from neighbors but no comment for or against the proposal was received.

Agency Comments

Kennewick Irrigation District provided a comment letter requesting the protection of all existing irrigation facilities. (See Exhibit 6)

Staff Analysis of Proposal & Discussion:

The proposed Change of Zone (COZ 21-10) is a request to change one parcel, approximately 8.8 acres, located at 7001 W 13th Ave, from Residential, Suburban (RS) to Public Facility (PF). The applicant has requested the change of zone in order to implement the land use designation of Public Facility.

The Comprehensive Plan Land Use Designation for the subject property is Public Facility. Pursuant to Table 1 of the Comprehensive Plan, the PF zone is an implementing zoning district of the Public Facility Land Use Designation.

Per KMC 18.03.040(21), "The purpose of PF district is to provide areas for public and quasi-public facilities, publicly owned or controlled parks and recreation facilities, and governmental buildings and facilities."

This proposal will implement the existing Public Facility land use designation as well as promote the goals and policies of the comprehensive plan.

KMC 18.51.070(2) requires findings be made to support a change in zoning. The appropriate findings have been made to support this proposed rezone.

Findings:

1. The applicant is Paul Knutzen, Knutzen Engineering (5401 Ridgeline Dr. Ste 160, Kennewick, WA 99338).
2. The property owner is Kennewick School District (5501 W Metaline Ave, Kennewick, WA 99336).
3. The proposed change of zone is for parcel number 1-0889-201-0899-004
4. The request is to change the zoning from Residential, Suburban (RS) to Public Facility (PF).
5. The City's Comprehensive Plan Land Use Designation for the subject property is Public Facility.
6. The Public Facility (PF) zoning district is an implementing zone of the Public Facility Comprehensive Plan Land Use Map designation.
7. The application was submitted on September 30, 2021 and declared complete for processing on September 30, 2021.
8. The application was routed for review to City Departments and outside agencies for comment on October 4, 2021.
9. Access to the site is currently provided from W 13th Ave.
10. The City of Kennewick Critical Area maps indicate that there are no critical areas on the site.
11. A Determination of Non-Significance issued for ED 21-34/PLN-2021-03545 on November 9, 2021.
12. The Property Posting sign for the public hearing was posted on site November 3, 2021.
13. Notice of the public hearing for this application was published in the Tri-City Herald on October 31, 2021. Notices were mailed to property owners within 300 feet of the site on November 3, 2021.
14. The proposed amendment conforms to the comprehensive plan.
15. The proposed amendment promotes the public necessity, convenience and general welfare.
16. 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.
17. The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan.

Conclusions:

1. Approval will implement the Public Facility land use designation of the City of Kennewick Comprehensive Plan.
2. Approval promotes the public necessity, convenience and general welfare by implementing the Comprehensive Plan.
3. Approval of the proposal will not impose a burden upon public facilities beyond their capacity to serve, nor will it reduce service to the service area below the City's established levels of service.
4. The proposed amendment is consistent with the applicable provisions of the Kennewick Municipal Code and the Comprehensive Plan. The PF zone implements the Comprehensive Plan's Public Facility land use designation.

Recommendation:

Staff has reviewed the application and recommends that the Planning Commission concur with the findings and conclusions contained in staff report COZ 21-10 and recommend APPROVAL to City Council.

Motion:

I move that the Planning Commission concur with the findings and conclusions in staff report COZ 21-10 and recommend APPROVAL to City Council approval of the request.

CITY OF KENNEWICK
COMMUNITY PLANNING & DEVELOPMENT SERVICES
APPLICATION (general form)

Exhibit 2

PROJECT # _____ - _____ PLN- _____ - _____ FEE \$ _____

Please completely fill out this form and return it to Community Planning & Development Services, PO Box 6108, Kennewick, WA 99336, along with the application fee (see fee schedule). Attach a copy of the checklist for the land use application you are submitting. The application submittal must contain all of the information requested on the checklist in order to be processed. **Incomplete applications will not be accepted.**

Check one of the following for the type of application you are submitting:

Site Plan Tier 1 Tier 2 Tier 3 Binding Site Plan
Short Plat Conditional Use Other _____

Environmental Determination PLN- _____ - _____ Pre Application Meeting PLN- _____ - _____

Applicant: _____

Address: _____

Telephone: _____ Cell Phone: _____ Fax: _____ E-mail _____

Property Owner (if other than applicant): _____

Address: _____

Telephone: _____ Cell Phone: _____ E-mail _____

SITE INFORMATION

Parcel No. _____ Acres _____ Zoning: _____

Address of property: _____

Number of Existing Parking Spaces _____ Number of Proposed (New) Parking Spaces _____

Present use of property _____

Size of existing structure: _____ sq. ft. Size of Proposed addition/New structure: _____ sq. ft.

Height of building: _____ Cubic feet of excavation: _____ Cost of new construction _____

[Benton County Assessor Market Improvement Value:](#) _____

Description of Project: _____

I, the undersigned, do hereby certify that, to the best of my knowledge, the information provided above is true and correct.

Applicant's Signature

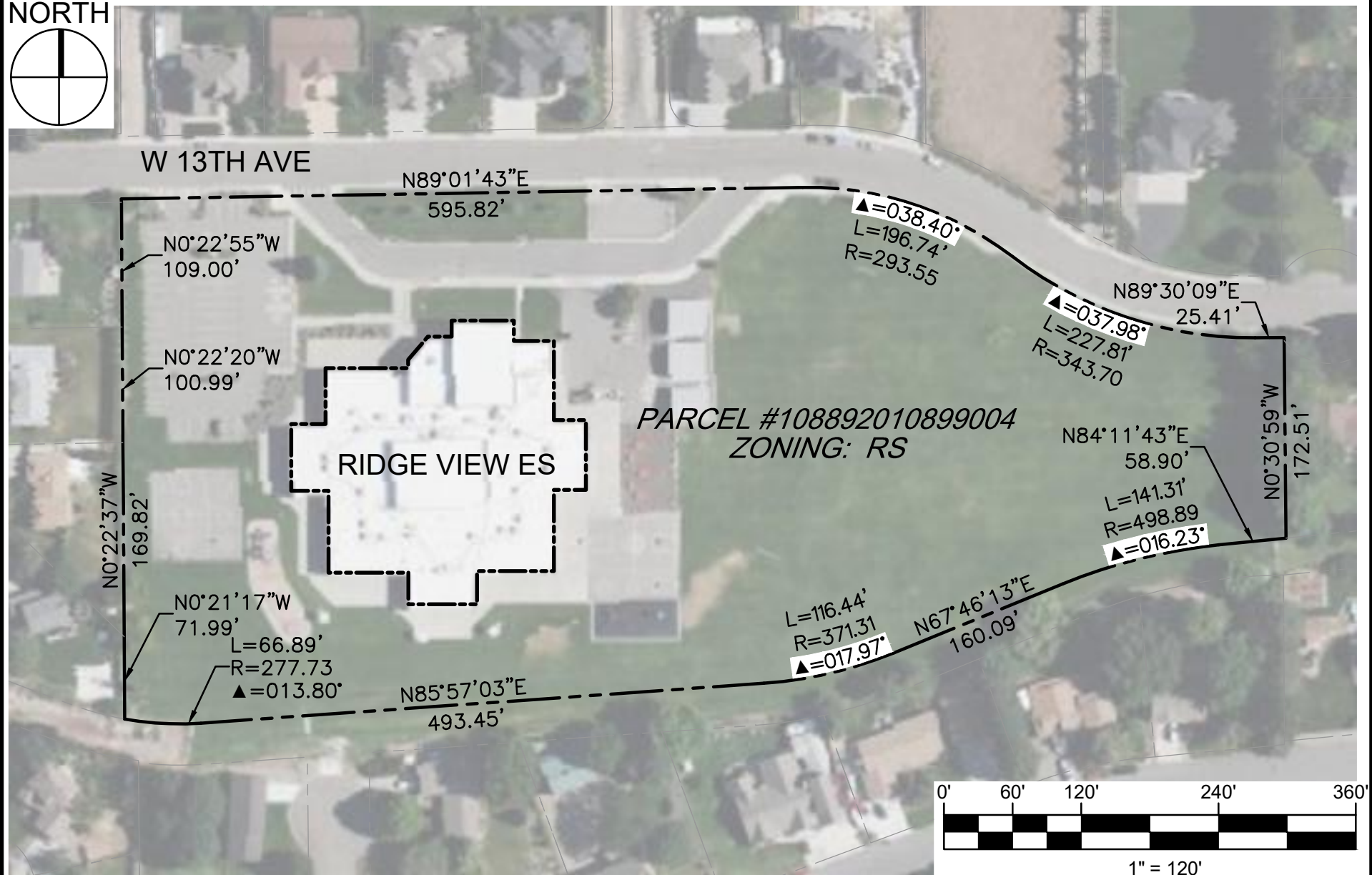
Signature of owner or owner's authorized representative

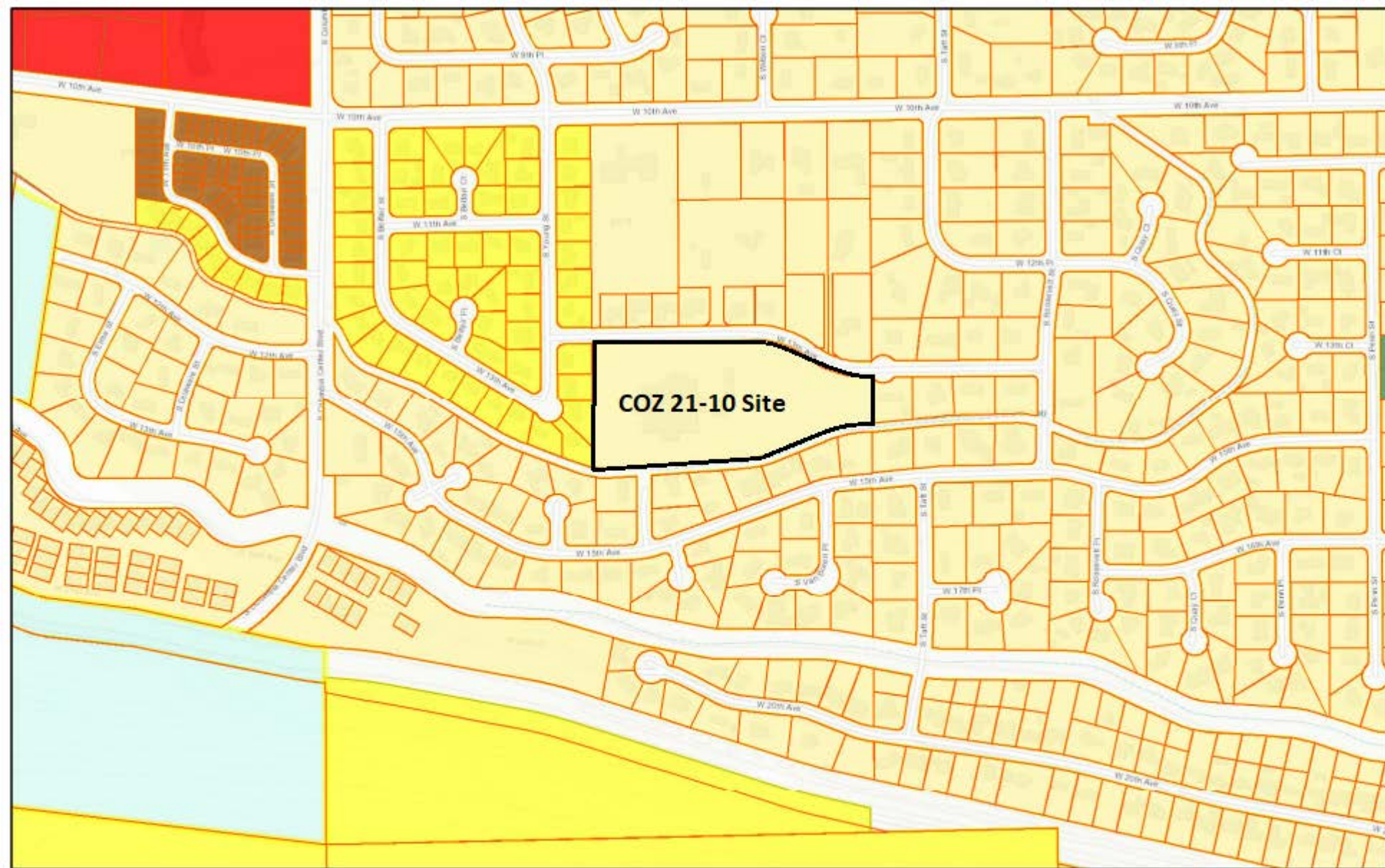
Date: _____

Exhibit 2

1. Does the public necessity, convenience, and general welfare require the adoption of the proposed amendment? Please explain:
2. Are there sites presently available on the market which are correctly zoned for the proposed use? Are these sites within a 1/2 mile of the proposed site? Within 1 mile of the proposed site? If yes, please indicate the general location of the site(s) and the reasons why these sites are not proposed to be utilized:
3. Is the proposed amendment consistent with the existing land use pattern in the area? Please explain
4. Are the existing uses, in the area, in conformance with the area's zoning classification? If no, please explain the differences:
5. Will the proposed amendment create an isolated district, or introduce a more intense land use to the area? Please explain.
6. Does the existing zoning prohibit reasonable use of the property? Please explain.

7. Will any residential character, in the immediate area, be adversely affected by the proposed amendment? If yes or maybe, please explain:
8. Will property values in the vicinity be changed by the proposed amendment? If yes or maybe, please explain:
9. Will approval of the proposed amendment set a precedent for other similar proposals or uses? Will this deter the use, improvement or development of adjacent property in accordance with the existing Zoning Districts? Please explain:
10. Will the proposed amendment encourage more private investments which will be beneficial to the redevelopment of a deteriorated area? Please explain:
11. Will the proposed amendment combat any economic segregation and allow greater choice in the market? Please explain.
12. Will the proposed amendment create conflict between potential land uses and transportation patterns? Or safety concerns? Please explain:





COZ 21-10/PLN-2021-03544 Knutzen Engineering

- Residential, Suburban
- Residential, Low
- Residential, Medium
- Commercial, Community





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

FILE/PROJECT NUMBER: ED 21-34/PLN-2021-03545

DESCRIPTION OF PROPOSAL: Change of zone from RS to PF.

PROPONENT: Knutzen Engineering, 5401 Ridgeline Dr., Ste 160, Kennewick, WA 99301

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY: 7001 W 13th Ave

LEAD AGENCY: CITY OF KENNEWICK

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

 X There is no comment period for this DNS.

 This DNS is issued after using the optional DNS process in WAC 197-11-355. There is no further comment period on the DNS.

 This DNS is issued under 197-11-340(2); the City will not act on this proposal for fifteen days from the date below. Comments must be submitted by _____. After the review period has elapsed, all comments received will be evaluated and the DNS will be retained, modified, or withdrawn as required by SEPA regulations.

RESPONSIBLE OFFICIAL: Anthony Muai, AICP

POSITION/TITLE: Community Planning Director

ADDRESS: 210 W 6th Ave., P.O. Box 6108, Kennewick, WA 99336

PHONE: (509) 585-4463

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

This DNS is subject to the attached conditions:

 X No Condition(s).

Date: **11/9/2021** Signature: _____

Appeal: An appeal of this determination must be submitted to the Community Planning Department within fourteen (14) calendar days after the date issued. This appeal must be written and make specific factual objections to the City's threshold determination. Appeals shall be conducted in conformance with Section 4.12.090(9) of the Kennewick Municipal Code and the required fees pursuant to the City's adopted Fee Schedule shall be paid at time of appeal submittal.

Copies of this DNS were mailed to: CITY OF KENNEWICK ENGINEERING DEPT; Dept of Ecology; CTIUR; Yakima Nation, Environmental Determination; WS Dept of Fish & Wildlife, Benton County



AFFIDAVIT NOTICE OF MAILING

Type of Notice: Notice of Public Hearing

Project/Permit Number: COZ 21-10/PLN-2021-03544

Proposal Description: Change of zone of approximately 8.8 acres from Residential, Suburban (RS) to Public Facility (PF)

Number of Notices Mailed: 45

Mailed to:

- ☐ Abutting property owners
- ☒ Property owners w/in 300 feet
- ☐ Other

Mailing Date: 11/3/2021

Mailed by: Chris Bowman

Signature: Chris Bowman

Attachments:

- Copy of Mailing
- Copy of Mailing List

**KENNEWICK PLANNING
COMMISSION NOTICE OF PUBLIC
HEARING
November 15, 2021 6:30 p.m.**

The Kennewick Planning Commission will hold a Public Hearing on November 15, 2021, at 6:30 p.m. or as soon as possible thereafter, to receive public comment on a proposed amendment to the Zoning Map. Staff will be presenting their analysis and the Planning Commission will make a recommendation to the City Council on the item.

The public hearing will be held using a virtual platform. The link to the hearing will be posted online at www.go2kennewick.com/planningcommission 5 days prior to the meeting.

Proposal – COZ 21-10/PLN-2021-03544 – The applicant Knutzen Engineering proposes to change the zoning of approximately 8.86 acres from Residential, Suburban (RS) to Public Facility (PF). The site is located at 7001 W 13th Ave

Proponent – Knutzen Engineering

Comment Period – Written comments may be submitted via email to Chris Bowman at chris.bowman@ci.kennewick.wa.us. Comments may also be mailed to 210 W. 6th Ave., Kennewick, WA 99336 and must be received on or before the hearing date. Comments may also be presented at the hearing.

The City of Kennewick welcomes full participation in public meetings by all citizens. No qualified individual with a disability shall be excluded or denied the benefit of participating in such meetings. If you wish to use auxiliary aids or require assistance to comment at this public meeting, please contact Melinda Didier at (509) 585-4275 or TDD (509) 585-4425 or through the Washington Relay Service Center TTY at #711 at least ten days prior to the date of the meeting to make arrangements for special needs.

37
JUSTIN E BAZINET
3504 EQUESTRIAN DR
W RICHLAND WA 99353

37
GARY A & TRACY S FLETCHER
6827 W 13TH AVE
KENNEWICK WA 99338-1305

37
JENNIE E MCGARRIGAN
1125 S YOUNG ST
KENNEWICK WA 99338-1320

37
EFRAIN MORA
1219 S YOUNG ST
KENNEWICK WA 99338-1321

37
TIMOTHY L & MARIE E MOON
7206 W 13TH AVE
KENNEWICK WA 99338-1306

37
TANNER ANTHONY MITZEL
6906 W 15TH AVE
KENNEWICK WA 99338-1207

37
JAMES T & MARY K LOWE
7000 W 15TH AVE
KENNEWICK WA 99338-1208

37
GREG W & ANN D BARRY
1425 S YOUNG PL
KENNEWICK WA 99338-1222

37
SARA & JOSE JR CALDERON
7001 W 15TH AVE
KENNEWICK WA 99338-1208

37
PATRICK M & CHURAIRAT O'BRIEN
TRUSTEES
PO BOX 5528
PASCO WA 99302

37
KYLE D & PEGGY A BARCLAY
6826 W 13TH AVE
KENNEWICK WA 99338-1305

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

37
JOSHUA D & JESSICA M COLE
1203 S YOUNG ST
KENNEWICK WA 99338-1321

37
CARLOS X & SONIA GUILLEN JR
1227 S YOUNG ST
KENNEWICK WA 99338-1321

37
ALBERT C & JUDITH A BEAUCHENE
1204 S YOUNG ST
KENNEWICK WA 99338-1321

37
HEIDI GEERTSMA
6912 W 15TH AVE
KENNEWICK WA 99338-1207

37
VICKI R GORMAN
7006 W 15TH AVE
KENNEWICK WA 99338-1208

37
KAROLYN K WESS
1424 S YOUNG PL
KENNEWICK WA 99338-1222

37
DOUGLAS P & JANET M RAMEY
1502 S VAN BUREN PL
KENNEWICK WA 99338-1214

37
TERRY L & BRENDA J SMITH
1412 S YOUNG CT
KENNEWICK WA 99338-1477

37
WILLIAM EBNER & JENNIFER
HOLMGREN
6819 W 13TH AVE
KENNEWICK WA 99338-1305

37
LUCRETIA ETIENNE
1117 S YOUNG ST
KENNEWICK WA 99338-1320

37
CARL R & SHIRLEY L NICK
1211 S YOUNG ST
KENNEWICK WA 99338-1321

37
KEVIN & MORAN ROSSIE CONCIENTE
7203 W 13TH AVE
KENNEWICK WA 99338-1306

37
LEONARD B & JANIS HUTCHENS
1124 S YOUNG ST
KENNEWICK WA 99338-1320

37
BRIAN & CONNIE ACHENBACH
6918 W 15TH AVE
KENNEWICK WA 99338-1207

37
ALLISON VICKY LYNN
7012 W 15TH AVE
KENNEWICK WA 99338-1208

37
DONALD M & JANET E SMITH
7100 W 15TH AVE
KENNEWICK WA 99338-1225

37
CLYDE JAMES & KAREN LYNN REDMAN
6814 W 15TH AVE
KENNEWICK WA 99338-1206

37
DIANA L SHANKLE
1413 S YOUNG CT
KENNEWICK WA 99338-1477

37
JOHN T & HARRIET A NIEZGODA
TRUSTEES
1419 S YOUNG CT
KENNEWICK WA 99338-1477

37
RONALD L & MARY E GERISCH
7018 W 13TH AVE
KENNEWICK WA 99338-1339

37
BLAIN D & MARGO E CHRISTIANSON
7026 W 13TH AVE
KENNEWICK WA 99338

37
BART A & RONDA L MILLER
7112 W 13TH AVE
KENNEWICK WA 99336

37
UPPER COLUMBIA MISSION SOCIETY
OF 7TH DAY ADVENTISTS
3715 S GROVE RD
SPOKANE WA 99224

COZ 21-10 / PLN-2021-03544
7001 W 13TH AVE
RS TO PF
KENNEWICK SCHOOL DISTRICT

37
WALLACE R & MURIEL M GRANT
7012 W 13TH AVE
KENNEWICK WA 99338-1339

37
ROBERT E & HELEN E HAWKS
7000 W 13TH AVE
KENNEWICK WA 99338-1339

37
DAVID MICHAEL GRANT
7022 W 13TH AVE
KENNEWICK WA 99338

37
RICHARD B & RHONDA D GORANSON
7108 W 13TH AVE
KENNEWICK WA 99336

37
ROBERT M & THERESE SICKLES
7209 W 13TH AVE
KENNEWICK WA 99338

37
WALLACE R & MURIEL M GRANT
7006 W 13TH AVE
KENNEWICK WA 99338-1339

37
JAMES K & DEBRA A MONEY
7100 W 13TH AVE KENNEWICK WA
99338

37 **DUP**
WALLACE R & MURIEL M GRANT
7006 W 13TH AVE
KENNEWICK WA 99338

37
EDWARD CARRERAS
7104 W 13TH AVE
KENNEWICK WA 99336

37
KNUTZEN ENGINEERING
5401 RIDGELINE DR #160
KENNEWICK WA 99338



2015 South Ely Street
Kennewick, WA 99337
Customer Service 509-586-9111
Business 509-586-6012
FAX 509-586-7663
www.kid.org

October 14, 2021

Chris Bowman
City of Kennewick/Development Services
PO Box 6108
Kennewick, WA 99336

Subject: Review Comments for COZ 21-10/PLN-2021-03544

Dear Mr. Bowman:

The Kennewick Irrigation District has received your Change of Zone application submitted by Paul Knutzen (Knutzen Engineering), 5401 Ridgeline Dr. Suite 160, Kennewick, WA 99338, to change the zone of 7001 W 13th Ave from Residential, Suburban (RS) to Public Facility (PF). The project is located at 7001 W 13th Ave. The Comprehensive Plan designation is Public Facility.

1. This parcel is within the Kennewick Irrigation District (KID) boundaries and is considered irrigable lands; therefore, the Kennewick Irrigation District assesses them.
 - a. A KID service connection is available. Contact KID for more information.
2. Please note that permanent structures are not allowed within irrigation easements.
3. Please protect all existing irrigation facilities.

If you have any questions regarding these comments, please contact me at the address/phone number listed above.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris D. Sittman".

Chris D. Sittman
CAD Specialist

cc: LB\correspondence\File 8-8-29
Applicant via mail – Kennewick School District, 5501 W Metaline Ave, Kennewick, WA 99336

Planning Commission Action Summary
COZ 21-10/PLN-2021-03544
(RS to PF)

The Kennewick Planning Commission conducted a public hearing on November 15, 2021 via a virtual meeting platform. All interested parties were invited to come before the Commission and be heard. After reviewing the staff report and all oral and written facts and opinions, Commissioner Hempstead moved that the Planning Commission concur with the findings and conclusions in the staff report and recommend to City Council approval of the request.

Findings

1. The applicant is Paul Knutzen, Knutzen Engineering (5401 Ridgeline Dr #160, Kennewick, WA 99338).
2. The property owner is Kennewick School District (1000 W 4th Ave, Kennewick, WA 99336).
3. The proposed change of zone is for parcel number 1-0889-201-0899-004.
4. The request is to change the zoning from Residential, Suburban (RS) to Public Facility (PF)
5. The City's Comprehensive Plan Land Use Designation for the subject property is Public Facility.
6. The Public Facility (PF) zoning district is an implementing zone of the Public Facility Comprehensive Plan Land Use Map designation.
7. The application was submitted on September 30, 2021 and declared complete for processing on September 30, 2021.
8. The application was routed for review to City Departments and outside agencies for comment on October 4, 2021.
9. Access to the site is currently provided from W 13th Ave.
10. The City of Kennewick Critical Area maps indicate that there are no critical areas on the site.
11. A Determination of Non-Significance issued for ED 21-34/PLN-2021-03545 on November 9, 2021.
12. The Property Posting sign for the public hearing was posted on site November 3, 2021.
13. Notice of the public hearing for this application was published in the Tri-City Herald on October 31, 2021. Notices were mailed to property owners within 300 feet of the site on November 3, 2021
14. The proposed amendment conforms to the comprehensive plan.
15. The proposed amendment promotes the public necessity, convenience and general welfare.
16. 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.
17. The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan.

Conclusions

1. Approval will implement the Public Facility land use designation of the City of Kennewick Comprehensive Plan.

2. Approval promotes the public necessity, convenience and general welfare by implementing the Comprehensive Plan.
3. Approval of the proposal will not impose a burden upon public facilities beyond their capacity to serve, nor will it reduce service to the service area below the City's established levels of service.
4. The proposed amendment is consistent with the applicable provisions of the Kennewick Municipal Code and the Comprehensive Plan. The PF zone implements the Comprehensive Plan's Public Facility land use designation.

The motion was seconded by Commissioner Griffith. The motion passed unanimously, with Commissioners Helgeson, Hemptstead, Short, and Griffith all in favor.

City Council Meeting

CHANGE of ZONE COZ 21-10

December 7, 2021



Application Summary

Applicant: Paul Knutzen, Knutzen Engineering

Owner: Kennewick School District

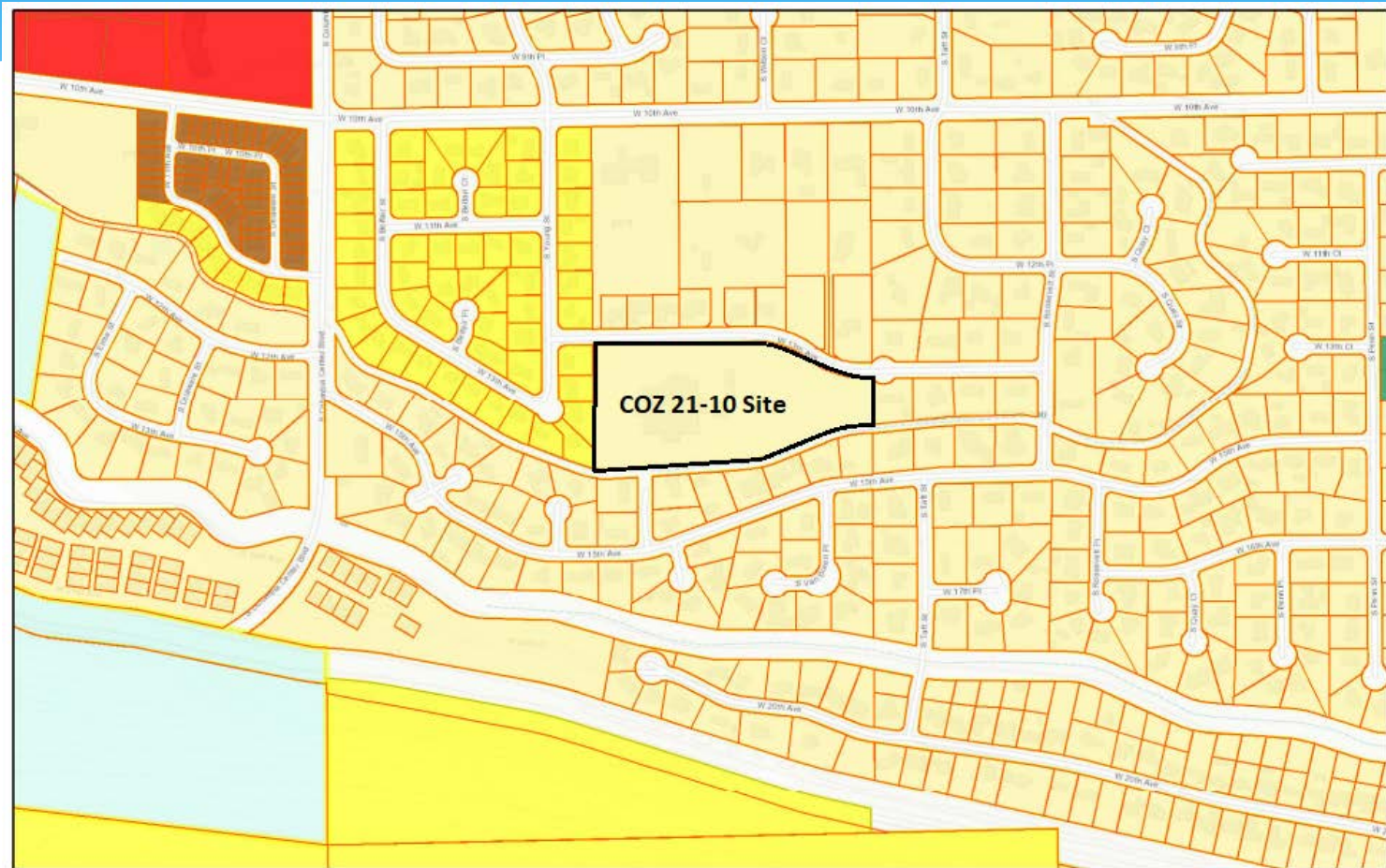
Proposal: Rezone 8.8 acres from Residential, Suburban (RS) to Public Facility (PF)

Comprehensive Plan Designation: Public Facility

Location: 7001 W 13th Ave

- * PF zone is an implementing zone of the Public Facility designation per the Comprehensive Plan.

Zoning Map



COZ 21-10/PLN-2021-03544 Knutzen Engineering

Residential, Suburban

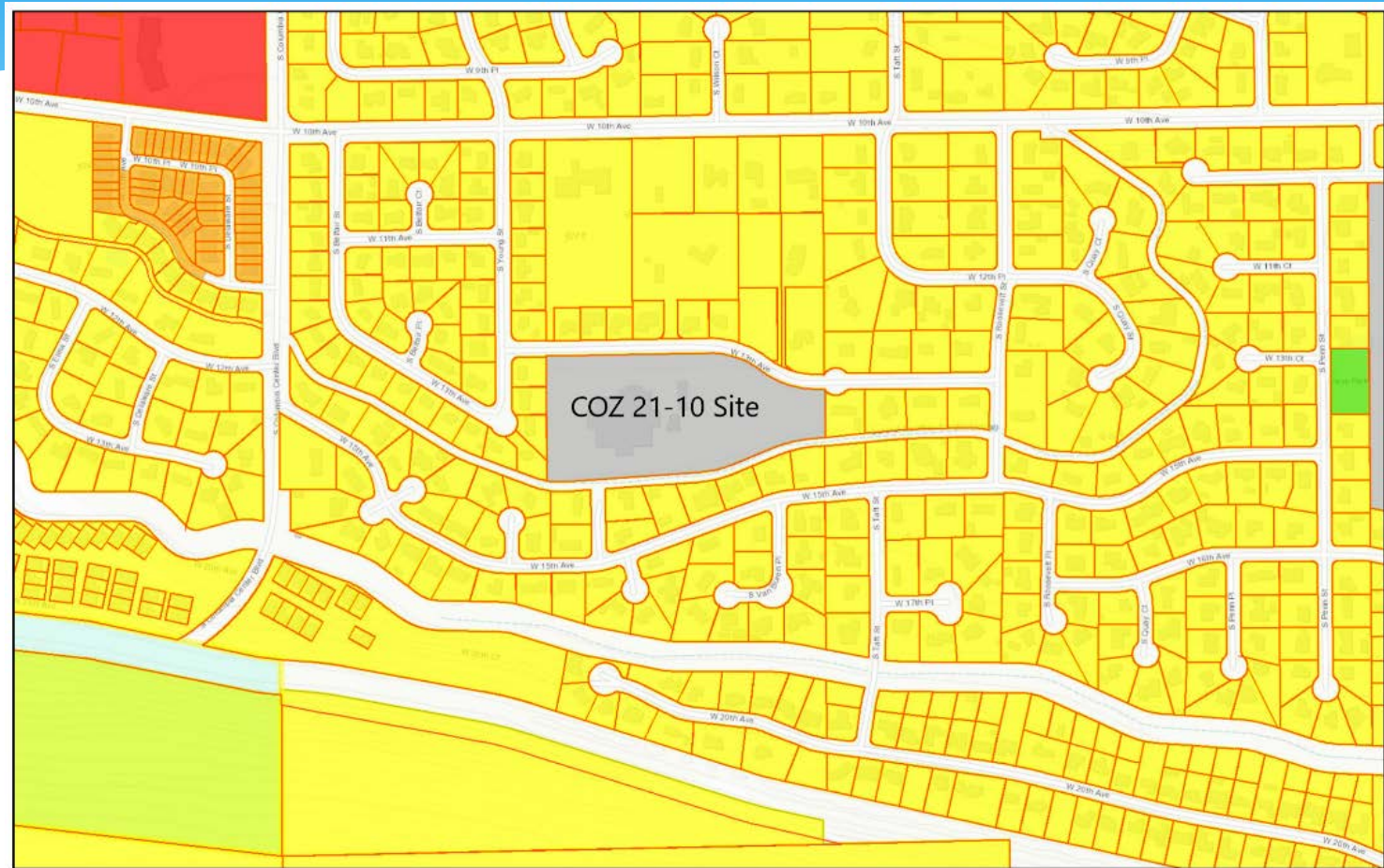
Residential, Medium

Residential, Low

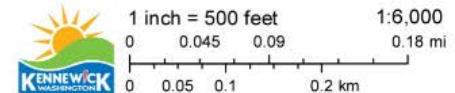
Commercial, Community



Land Use Map



Public Facility Medium Density Residential Open Space
Low Density Residential Commercial



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



Permitted Uses

The RS zone allows primarily for single-family residences. Home occupations, mini-day care centers (Inside home), and nursing homes (under 10 residents) are also permitted. Limited agriculture uses available on certain sized lots. Minimum lot size is 10,500 sq ft, max height is 35 ft.

The PF zone provides areas for public and quasi-public facilities, publicly owned or controlled parks and recreation facilities, and governmental buildings and facilities. No minimum lot size or maximum height.



Public Comment

- * Received questions from neighbors via phone and email but no comment was provided for or against the proposal.

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.

Recommendation

The Planning Commission concurs with the findings and conclusions contained in the staff report COZ 21-10 and recommends APPROVAL to City Council

Council Agenda Coversheet	Agenda Item Number	5.g.	Council Date	12/07/2021	Consent Agenda	☐
	Agenda Item Type	Ordinance			Ordinance/Reso	☒
	Subject	Change of Zone from CC to RH			Public Mtg / Hrg	☐
	Ordinance/Reso #	5958	Contract #		Other	☐
	Project #	COZ 21-11	Permit #	PLN-2021-03618	Quasi-Judicial	☐
	Department	Planning				

Recommendation

The Planning Commission recommends that City Council concur with the findings and conclusions contained in staff report COZ-21-11 by adopting Ordinance 5958.

Motion for Consideration

I move to adopt Ordinance 5958.

Summary

Knutzen Engineering, c/o Nathan Machiela, has applied to change the zoning district of 14.60 acre portion of a lot, from Commercial, Community (CC) to Residential, High Density (RH). The RH zone is an implementing zoning district of the High Density Residential Comprehensive Plan Land Use Designation. The requested Change of Zone is a follow-up land use action to the comprehensive plan amendment that Council approved for the site in October 2021.

The subject property is located generally at 9496 W Clearwater Avenue and is adjacent to commercial and industrial properties.

The Planning Commission held a public hearing on November 12, 2021 to review the proposal. At the hearing, staff presented an overview of the staff report. Testimony in favor of the request was provided by the applicant's representative, no other testimony was provided. The Planning Commission voted 4 to 0 to recommend approval of COZ 21-11 to City Council.

Alternatives

None Recommended.

Fiscal Impact

None

Through	Steve Donovan Dec 01, 12:00:05 GMT-0800 2021	Attachments: 
Dept Head Approval	Anthony Muai Dec 01, 12:06:55 GMT-0800 2021	
City Mgr Approval	Marie Mosley Dec 03, 15:25:30 GMT-0800 2021	
		☐ Recording Required?

CITY OF KENNEWICK
ORDINANCE NO. 5958

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY WITHIN THE CITY OF KENNEWICK 14.60 ACRES LOCATED AT 9496 W CLEARWATER AVENUE FROM COMMERCIAL COMMUNITY (CC) TO RESIDENTIAL HIGH (RH) (COZ 21-11, KNUTZEN ENGINEERING)

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 Commercial Community (CC) to Residential High (RH) for the real property described as follows:

14.60 ACRES LOCATED AT:
LOT 2 OF CITY OF KENNEWICK BINDING SITE PLAN RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 5063, UNDER AUDITOR'S FILE NUMBER 2018-026507, RECORDS OF BENTON COUNTY, WASHINGTON.

EXCEPT THAT PORTION THEREOF LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT 2; THENCE SOUTH 69°55'52" WEST ALONG THE NORTHERLY LINE OF SAID LOT A DISTANCE OF 1132.88 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 3989.45 FEET, AND FROM WHICH POINT THE CHORD OF SAID CURVE BEARS SOUTH 67°07'12" WEST A DISTANCE OF 413.96 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5°56'52" A DISTANCE OF 414.15 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 3640.37, AND FROM WHICH POINT THE CHORD OF SAID CURVE BEARS SOUTH 59°38'12" WEST A DISTANCE OF 550.90 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°40'44" A DISTANCE OF 551.43 FEET TO THE EASTERLY MARGIN OF THE 125.00' BPA EASEMENT (FRANKLIN-BADGER CANYON NO.1 AND MCNARY-BADGER CANYON NO.1) AND THE TRUE POINT OF BEGINNING; THENCE LEAVING ALONG SAID EASTERLY MARGIN, SOUTH 38°11'10" EAST A DISTANCE OF 456.61 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF SAID LOT 2 AND THE END OF THIS LINE DESCRIPTION.

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 7th day of December, 2021 and signed in authentication of its passage this 7th day of December, 2021.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5958 filed and recorded
in the office of the City Clerk of the City of
Kennewick, Washington this 8th day of
December, 2021

Approved as to form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION_____



COMMUNITY PLANNING DEPARTMENT

STAFF REPORT AND RECOMMENDATION TO THE PLANNING COMMISSION

FILE No: COZ 21-11/PLN-2021-03618

Staff Report Date: November 1, 2021

Hearing Date & Location: November 15, 2021, Virtual Hearing

Report Prepared By: Steve Donovan, AICP
Senior Planner

Report Reviewed By: Anthony Muai, AICP
Community Planning Director

Summary Recommendation: The City of Kennewick Planning Staff RECOMMENDS APPROVAL of Change of Zone 21-1.

Summary of Proposal: A Change of Zone from Community, Commercial (CC) to Residential, High Density (RH) for 14.60 acres.

Proposal Location: 9496 W Clearwater Avenue

Legal Description: LOT 2 OF CITY OF KENNEWICK BINDNG SITE PLAN RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 5063, UNDER AUDITOR'S FILE NUMBER 2018-026507, RECORDS OF BENTON COUNTY, WASHINGTON.

EXCEPT THAT PORTION THEREOF LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT 2; THENCE SOUTH 69°55'52" WEST ALONG THE NORTHERLY LINE OF SAID LOT A DISTANCE OF 1132.88 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 3989.45 FEET, AND FROM WHICH POINT THE CHORD OF SAID CURVE BEARS SOUTH 67°07'12" WEST A DISTANCE OF 413.96 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5°56'52" A DISTANCE OF 414.15 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 3640.37, AND FROM WHICH POINT THE CHORD OF SAID CURVE BEARS SOUTH 59°38'12" WEST A DISTANCE OF 550.90 FEET; THENCE SOUTHWESTERLY ALONG

THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°40'44" A DISTANCE OF 551.43 FEET TO THE EASTERLY MARGIN OF THE 125.00' BPA EASEMENT (FRANKLIN-BADGER CANYON NO.1 AND MCNARY-BADGER CANYON NO.1) AND THE TRUE POINT OF BEGINNING; THENCE LEAVING ALONG SAID EASTERLY MARGIN, SOUTH 38°11'10" EAST A DISTANCE OF 456.61 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF SAID LOT 2 AND THE END OF THIS LINE DESCRIPTION..

Property Owner: Tom and Vicki Solbrack
2555 W Highway 24
Othello, WA 99344

Applicant: Knutzen Engineering
c/o Nathan Machiela
5401 Ridgeline Drive
Kennewick, WA 99338

Regulatory Controls:

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

COZ Key Application Processing Dates:

Pre-Application/Feasibility Meeting	N/A
Application Submittal	October 8, 2021
Determination of Completeness Issued	October 11, 2021
Notice of Application Posted	October 12, 2021
SEPA Threshold Determination Issued	July 7, 2021
Property Posting Sign for SEPA Determination	July 7, 2021
SEPA Appeal Period	July 21, 2021
Date of Mailed Notice of Public Hearing	October 28, 2021
Property Posting Sign for Public Hearing	October 28, 2021
Date of Published Notice of Public Hearing	October 31, 2021

Exhibits:

1. Staff Report
2. Application/Supplemental Information
3. Vicinity Map
4. Comprehensive Plan Map
5. Zoning Map
6. Notice of Mailing
7. SEPA DNS
8. Kennewick Irrigation District

Zoning adjacent to the site:

North: City of Richland

East: Industrial, Light (IL) and Commercial, Community (CC)

South: Industrial, Light (IL) and Commercial, Community (CC)
 West: Commercial, Community (CC)

Applicable Goals and Policies of the Comprehensive Plan:

Residential Goals and Policies:

- Goal 1: Provide for attractive, walkable, and well designed residential neighborhoods, with differing densities and compatible with neighboring areas.
- Policy 3: Require that multi-family structures be located near a collector street with transit, or near an arterial street, or near a neighborhood center.
- Policy 5: Encourage adequate pedestrian connections with nearby neighborhood and transit facilities in all residential site development.
- Goal 3: Promote a variety of residential densities with a minimum density target of 3 units per acre as averaged throughout the urban area.
- Policy 4: Residential High Density – Designate land for Residential High Density (RH) where access, topography, and adjacent land uses create conditions appropriate for a variety of unit types, or where there is existing multi-family development.
- Goal 4: Provide more housing opportunities near commercial, transit and employment.
- Policy 1: Locate the highest density residential areas close to shops and services and transportation hubs.
- Policy 2: Encourage residential development with in commercial areas.

Kennewick Municipal Code Findings:

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

KMC 18.51.070(2): Findings:

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

- a. The proposed amendment conforms with the comprehensive plan; and
Staff Response: The proposed Change of Zone conforms to the comprehensive plan because the RH zoning district is an implementing zoning district of the site's current High Density Residential Land Use Designation.
- b. Promotes the public necessity, convenience and general welfare; and
Staff Response: The proposed Change of Zone promotes public necessity, convenience and welfare by establishing a zoning district that is compatible with the surrounding properties.
- c. The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands, which are deemed unacceptable by the City; and
Staff Response: The proposed Change of Zone will not impose additional burdens on public facilities. Future development will be required to meet applicable levels of service.
- d. The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan; and

Staff Response: The proposed amendment will establish a zoning district that complies with Comprehensive Plan. The RH zone is an implementing zone of the site's High Density Residential Land Use Designation.

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

Staff Response: The finding is not applicable; the proposed zoning district is not a single-family residential zone.

Public Comments:

The public submitted no comments.

Agency Comments:

No agency comments were submitted.

Staff Analysis of Proposal & Discussion:

The City annexed the site on January 3, 1995 via Ordinance 3602. On May 15, 2012, the City adopted Ordinance 5413, which established the current zoning of CC for the site as part of an area-wide rezone. The City approved the amendment to change the site's land use designation from Commercial to High Density Residential during the City's 2021 Comprehensive Plan Amendment Cycle.

The proposed Change of Zone (COZ 21-11), is a request to change the zoning district for 14.60-acres of a 26.43-acre lot, from CC to RH. Pursuant to Table 1 of the Comprehensive Plan, the RH zoning district is an implementing zoning district of the High Density Residential Land Use Designation. RCW 36.70A, Growth Management Act, requires that a City's development regulations implement its comprehensive plan.

Per KMC 18.03.040(5) the purpose of RH zoning district is as follows:

RH - The purpose of the RH district is to establish areas for multiple residential buildings and promote a suitable residential environment. The district is a transitional use between commercial and low and medium density residential uses.

Pursuant to Kennewick Municipal Code 18.03.060, the applicant will be required to complete a boundary line adjustment soon after approval of the proposed Change of Zone. The property lines must match the zone boundary so the property will not have more than one zoning district on it.

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

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

Findings:

1. The applicant is Knutzen Engineering, c/o Nathan Machiela, 5401 Ridgeline Drive, Suite 160, Kennewick, WA 99338.
2. The property owner Tom and Vicki Solbrack, 2555 W Highway 24, Othello, WA 99344.
3. The proposed change of zone is generally located at 9496 W Clearwater Avenue. Parcel Numbers: 1-0188-4BP-5063-002.

4. The City's Comprehensive Plan Land Use Designation for the subject property is High Density Residential.
5. The City changed the land use designation for the site on October 5, 2021 as part of the 2021 Comprehensive Plan Amendment Cycle.
6. The request is to change the zoning from Commercial, Community to Residential, High Density.
7. The Residential, High Density Zoning District is an implementing zone of the High Density Residential Comprehensive Plan Land Use Map Designation.
8. On October 8, 2021, the application was submitted.
9. The application was declared complete and routed for review to City Departments and outside agencies for comment on October 12, 2021.
10. Access to the site is via W Clearwater Avenue and Clearwater Drive.
11. The Environmental Determination of Non-Significance, ED 21-16/PLN-2021-01439, was adopted on July 7, 2021.
12. The Property Posting sign for the public hearing was posted on site October 28, 2021.
13. Notice of the public hearing for this application was published in the Tri-City Herald on October 31, 2021. Notices were also mailed to property owners within 300 feet of the site on October 28, 2021.
14. The proposed amendment conforms to the comprehensive plan.
15. The proposed amendment promotes the public necessity, convenience and general welfare.
16. 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.
17. The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan.

Conclusions:

1. Approval will implement the Comprehensive Plan Land Use Designation of High Density Residential.
2. Approval will not result in an increase of adverse environmental impacts.
3. Approval will implement Residential Goals 1, 3 and 4 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 complies with KMC 18.51.070(2).

Recommendation:

Staff has reviewed the application and recommends that the Planning Commission concur with the findings and conclusions contained in staff report COZ 21-11 and recommend approval to City Council.

Motion:

I move that the Planning Commission concur with the findings and conclusions in staff report COZ 21-11 and recommend approval of the request to City Council.

**CITY OF KENNEWICK
COMMUNITY PLANNING & DEVELOPMENT SERVICES
APPLICATION (general form)**

PROJECT # _____ - _____ PLN- _____ - _____ FEE \$ _____

Please completely fill out this form and return it to Community Planning & Development Services, PO Box 6108, Kennewick, WA 99336, along with the application fee (see fee schedule). Attach a copy of the checklist for the land use application you are submitting. The application submittal must contain all of the information requested on the checklist in order to be processed. **Incomplete applications will not be accepted.**

Check one of the following for the type of application you are submitting:

Site Plan Tier 1 ☐ Tier 2 ☐ Tier 3 ☐ Binding Site Plan ☐

Short Plat ☐ Conditional Use ☐ Other Change of Zone

Environmental Determination PLN- _____ - _____ Pre Application Meeting PLN- _____ - _____

Applicant: Nathan Machiela (Knutzen Engineering)

Address: 5401 Ridgeline Drive Suite 160, Kennewick, WA 99338

Telephone: (509) 222-0959 Cell Phone: (509) 579-1887 Fax: _____ E-mail: nathan@knutzenengineering.com

Property Owner (if other than applicant): Tom & Vicki Solbrack

Address: 2555 W Hwy 24, Othello, WA 99344

Telephone: (509) 989-0209 Cell Phone: _____ E-mail: _____

SITE INFORMATION

Parcel No. 1-0188-4BP-5063-002 Acres 14.60 Zoning: CC

Address of property: 9496 N. Clearwater Ave, Kennewick, WA 99336

Number of Existing Parking Spaces 0 Number of Proposed (New) Parking Spaces 0

Present use of property Vacant

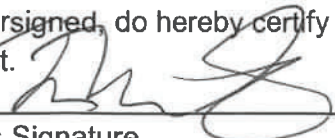
Size of existing structure: 0 sq. ft. Size of Proposed addition/New structure: 0 sq. ft.

Height of building: 0 Cubic feet of excavation: 0 Cost of new construction 0

Benton County Assessor Market Improvement Value: \$734,970

Description of Project: Change of zone of 14.60 AC of the 26.42 AC property from Commercial, Community (CC) to Residential, High Density (RH).

I, the undersigned, do hereby certify that, to the best of my knowledge, the information provided above is true and correct.


Applicant's Signature


Signature of owner or owner's authorized representative

Date: 10/07/2021

Change-of-Zone Supplemental Information

The following questions will be reviewed by both the Planning Commission and City Council as a means of assisting in their consideration of change-of-zone requests. Use additional pages if necessary.

1. Does the public necessity, convenience, and general welfare require the adoption of the proposed amendment? Please explain:

The general welfare of the public will be increased by the adoption of this amendment. If this amendment is adopted, more housing options will be available for those living in or looking to move to the City of Kennewick.

2. Are there sites presently available on the market which are correctly zoned for the proposed use? Are these sites within a 1/2 mile of the proposed site? Within 1 mile of the proposed site? If yes, please indicate the general location of the site(s) and the reasons why these sites are not proposed to be utilized:

No, there are presently no sites available on the market within one mile of the proposed site that are correctly zoned for the proposed use.

3. Is the proposed amendment consistent with the existing land use pattern in the area? Please explain

Yes, the amendment is consistent with the existing land use pattern in the area. To the south east there are commercial properties off W Clearwater Ave with residential developments directly behind. Example neighborhoods include Bridgewater Estates and Bridgewater Park.

4. Are the existing uses, in the area, in conformance with the area's zoning classification? If no, please explain the differences:

The subject property and properties to the immediate south are undeveloped. Properties to the east are in conformance with existing zoning classifications as well as properties south of W Clearwater Ave.

5. Will the proposed amendment create an isolated district, or introduce a more intense land use to the area? Please explain.

The proposed amendment will not create an isolated district. This amendment is consistent with previous developments that have occurred or have been approved south of W Clearwater Ave.

6. Does the existing zoning prohibit reasonable use of the property? Please explain.

The property is set back from W Clearwater Ave. This puts it at a disadvantage compared to commercial properties at the south which have street frontage on Clearwater. This property has low commercial development property. With the entire parcel being zoned CC, it is not possible to subdivide the lot as proposed and provide additional housing for the City of Kennewick.

7. Will any residential character, in the immediate area, be adversely affected by the proposed amendment? If yes or maybe, please explain:

No, there are no residential properties in the immediate vicinity. The residential properties south of W Clearwater Ave will not be adversely affected by this proposed amendment.

8. Will property values in the vicinity be changed by the proposed amendment? If yes or maybe, please explain:

Unknown, this is not expected to have a change in property value.

9. Will approval of the proposed amendment set a precedent for other similar proposals or uses? Will this deter the use, improvement or development of adjacent property in accordance with the existing Zoning Districts? Please explain:

It is possible that similar proposals could occur on W 10th Ave or to the immediate west. This proposal however leaves the frontage on Clearwater zoned as CC which is prime commercial property.

10. Will the proposed amendment encourage more private investments which will be beneficial to the redevelopment of a deteriorated area? Please explain:

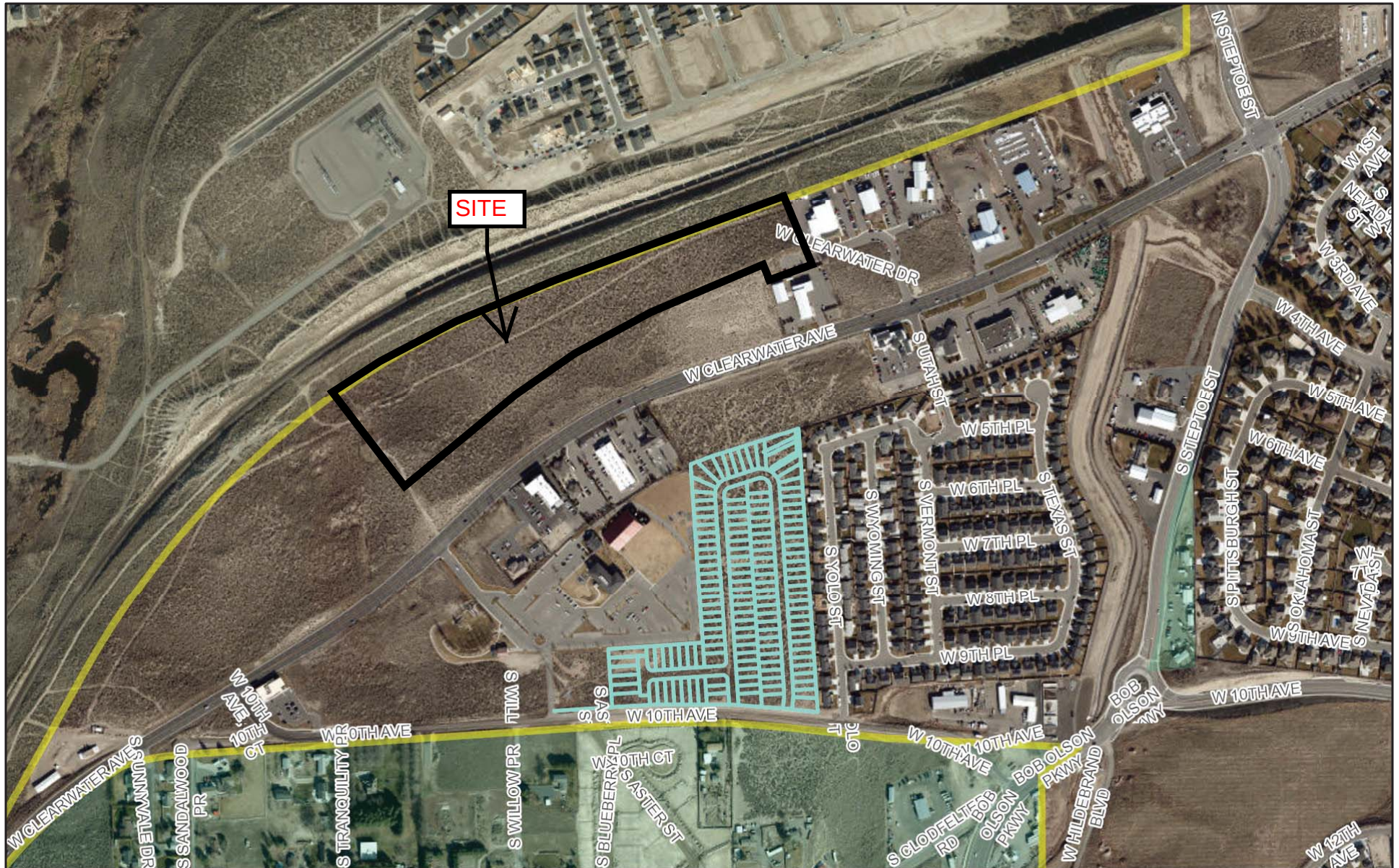
Potentially, a new residential development with associated improvements will likely reinvigorate the surrounding areas and lead to more development of the surrounding areas.

11. Will the proposed amendment combat any economic segregation and allow greater choice in the market? Please explain.

The addition of housing will allow greater choice in the housing market, potentially combatting any economic segregation that may be present.

12. Will the proposed amendment create conflict between potential land uses and transportation patterns? Or safety concerns? Please explain:

No, considering this proposal follows patterns of development to the south east, it is not expected that conflicts will be created between potential land uses and transportation patterns.



November 5, 2021 This plan is suitable for informational use only. City of Kennewick accepts no liability for any error whatsoever.

StreetName

SV_CI_RICHLAND_10

 Preliminary Parcel

SurveyCityLimits

SV_CI_COUNTY_10

StructureBridge

SV_CI_KENNEWICK_10

SurveyUrbanGrowthBoundary



1 inch = 600 feet

1:7,200

0 0.05 0.1 0.2 mi

0 0.075 0.15 0.3 km

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

Comprehensive Plan Land Use Map

Exhibit 4



November 5, 2021 This plan is suitable for informational use only. City of Kennewick accepts no liability for any error whatsoever.

CountyParcelLayer **SurveyAddressPoint**

StreetName



<all other values>



Apartment



Building



Condo



Mobile Home

Parcel



1 inch = 300 feet

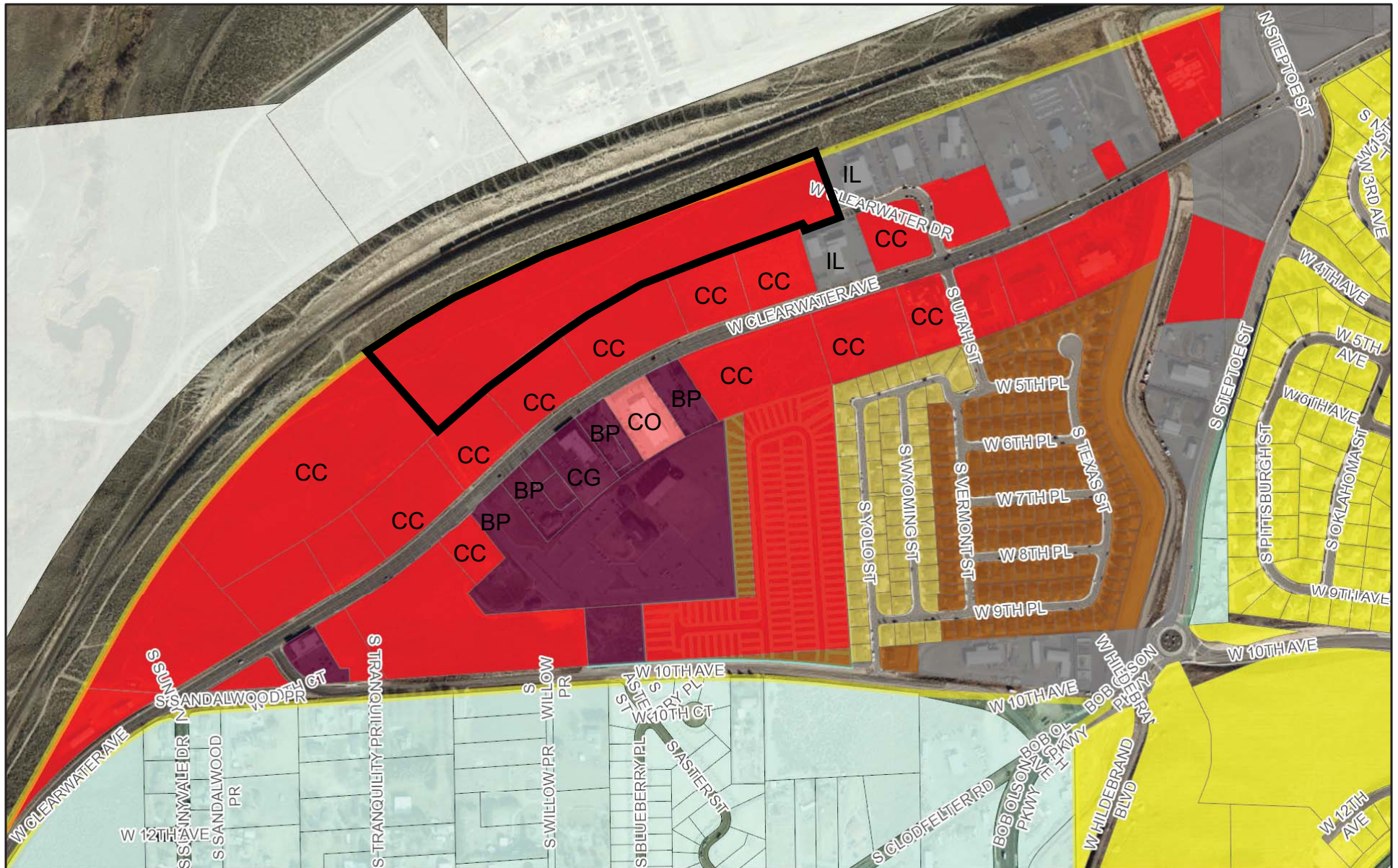
0 0.0275 0.055 0.11 mi

0 0.0425 0.085 0.17 km

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

Zoning Map

Exhibit 5



November 5, 2021 This plan is suitable for informational use only. City of Kennewick accepts no liability for any error whatsoever.

StreetName

SV_CI_RICHLAND_10

SurveyCityLimits

SV_CI_COUNTY_10

SV_CI_KENNEWICK_10

SurveyUrbanGrowthBoundary



1 inch = 600 feet

1:7,200

0 0.05 0.1 0.2 mi

0 0.075 0.15 0.3 km

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

ArcGIS WebApp Builder
City of Kennewick



NOTICE OF MAILING

I, Steve Donovan, on October 28, 2021
mailed 3 copies of Notice of Public Hearing
for COZ 21-11/PLN-2021-0361
to all property owners within 300 feet of the proposal
as shown on the attached list.



Signature

37

MOODY FAMILY PROPERTY, LLC
68909 E PR NE
RICHLAND, WA 99352

37

TOM AND VICKI SOLBRACK
2555 W HWY 24
OTHELLO, WA 99344

37

CLA HOLDING, LLC
2137 KIMBERLY CIR
EUGENE, OR 97405

KENNEWICK PLANNING COMMISSION

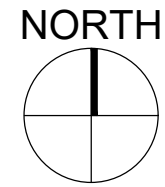
NOTICE OF PUBLIC HEARING November 15, 2021 at 6:30 p.m.

The Kennewick Planning Commission will hold a Public Hearing on Monday, November 15, 2021, remotely at 6:30 p.m. or as soon as possible thereafter, to receive public comment/testimony on the below Change of Zone. Staff will be presenting analysis and the Planning Commission will make a recommendation to the City Council on the item. In response to the COVID-19 emergency, the hearing will be conducted online. To participate in the hearing use the link found at <https://www.go2kennewick.com/598/Planning-Commission>.

Project# COZ 21-11 – Knutzen Engineering, c/o Nathan Machiela, submitted a Change of Zone Application to change the zoning district for 14.60 acres from Commercial, Community (CC) to Residential, High Density (RH). The site is located at 9496 N Clearwater Avenue. The property has a Comprehensive Plan Land Use Designation of Residential High Density. See site map on back.

Questions or written comments may be addressed to Steve Donovan and submitted to steve.donovan@ci.kennewick.wa.us or mailed to PO Box 6108, Kennewick, WA 99336.

The City of Kennewick welcomes full participation in public meeting by all citizens. No qualified individual with a disability shall be excluded or denied the benefit of participating in such meetings. If you wish to use auxiliary aids or require assistance to comment at this public hearing, please contact Steve Donovan at (509) 585-4361 or TDD (509) 585-4425 or through the Washington Relay Service Center TTY at #711 at least ten days prior to the date of the meeting to make arrangements for special needs.



B.N.S.F RAILROAD

14.60 ACRES OF PARCEL
#101884BP5063002
CHANGE TO RESIDENTIAL,
HIGH DENSITY (RH)

11.82 ACRES OF PARCEL
#101884BP5063002
TO REMAIN COMMERCIAL,
COMMUNITY (CC)

NORTH EASTERN LINE
OF BPA ESMT TO BE USED
AS THE BOUNDS OF THIS
PROPOSAL

(E)125'
BPA ESMT

LOT 3

LOT 4

LOT 5

LOT 6

LOT 7

LOT 2

LOT 8

LOT 9

LOT 10

CLA
HOLDINGS
LLC

LOT 14

LOT 15

W. CLEARWATER AVE.

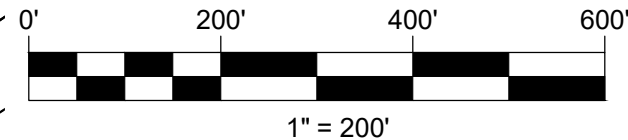
PHOENIX
PHYSICAL
THERAPY

ANIMAL
HOUSE
SELF DOG
WASH

MUSTANGS
SIGNS

CALVARY
CHAPEL
TRI-CITIES

CALVARY
CHRISTIAN
SCHOOL



KE **KNUTZEN**
ENGINEERING
5401 RIDGELINE DR.
SUITE 160
KENNEWICK, WA 99338
1-509-222-0959
www.knutzenengineering.com
CADFILE: 19203CPASK01

SOLBRACK CLEARWATER PROPERTY
CHANGE OF ZONE EXHIBIT
KENNEWICK, WA

DESIGN	BTK
APPD	NJM
DATE	04/23/21
NO.	SK01



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

FILE/PROJECT NUMBER: ED 21-16/PLN-2021-01439

DESCRIPTION OF PROPOSAL: Change the land use designation of 14.60-acres from Commercial to High Density Residential.

PROPOSER: Knutzen Engineering, c/o Nathan Machiela, 5401 Ridgeline Drive, Suite 160, Kennewick, WA 99338

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY: 9496 W Clearwater Avenue, Parcel Number: 1-0188-4BP-5063-002

LEAD AGENCY: City of Kennewick

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

☒ There is no comment period for this DNS.

☐ This DNS is issued after using the optional DNS process in WAC 197-11-355. There is no further comment period on the DNS.

☐ This DNS is issued under 197-11-340(2); the City will not act on this proposal for fifteen days from the date below. Comments must be submitted by _____. After the review period has elapsed, all comments received will be evaluated and the DNS will be retained, modified, or withdrawn as required by SEPA regulations.

RESPONSIBLE OFFICIAL: Anthony Muai, AICP

POSITION/TITLE: Interim Planning Director

ADDRESS: 210 W 6th Ave., P.O. Box 6108, Kennewick, WA 99336

PHONE: (509) 585-4386

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

This DNS is subject to the attached conditions:

☒ No conditions.

☐ See attached condition(s).

Date: July 7, 2021 Signature: _____

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

Copies of this DNS were mailed to:

Dept. of Ecology
WA Dept. of Fish & Wildlife
WSDOT
Yakama Nation
CTUIR
ED 21-16 File



2015 South Ely Street
Kennewick, WA 99337
Customer Service 509-586-9111
Business 509-586-6012
FAX 509-586-7663
www.kid.org

October 14, 2021

Steve Donovan, AICP
City of Kennewick/Community Planning & Development Services
PO Box 6108
Kennewick, WA 99336

Subject: Review Comments for COZ 21-11/PLN-2021-03618

Dear Mr. Donovan:

The Kennewick Irrigation District has received your Change of Zone Application submitted by Nathan Machiela (Knutsen Engineering), 5401 Ridgeline Dr Suite 160, Kennewick, WA 99338, to change zoning of 14.60 acres of the 26.42-acre property from Commercial, Community (CC) to Residential, High Density (RH).

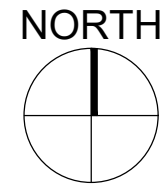
1. This parcel is within the Kennewick Irrigation District (KID) boundaries, but is not considered irrigable lands; therefore, the Kennewick Irrigation District does not assess them.
2. Please note that permanent structures are not allowed within irrigation easements.
3. Please protect all existing irrigation facilities.

If you have any questions regarding these comments, please contact me at the address/phone number listed above.

Sincerely,

Chris D. Sittman
CAD Specialist

cc: LB\correspondence\File 1-8-28
Applicant via mail – Tom & Vicki Solbrack, 2555 W. Hwy 24, Othello, WA 99344



B.N.S.F RAILROAD

14.60 ACRES OF PARCEL
#101884BP5063002
CHANGE TO RESIDENTIAL,
HIGH DENSITY (RH)

11.82 ACRES OF PARCEL
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TO REMAIN COMMERCIAL,
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NORTH EASTERN LINE
OF BPA ESMT TO BE USED
AS THE BOUNDS OF THIS
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(E)125'
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LOT 3

LOT 4

LOT 5

LOT 6

LOT 7

LOT 2

LOT 8

LOT 9

LOT 10

CLA
HOLDINGS
LLC

LOT 14

LOT 15

W. CLEARWATER AVE.

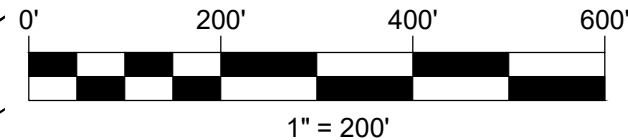
PHOENIX
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THERAPY

ANIMAL
HOUSE
SELF DOG
WASH

MUSTANGS
SIGNS

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SUITE 160
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1-509-222-0959
www.knutzenengineering.com
CADFILE: 19203CPASK01

SOLBRACK CLEARWATER PROPERTY
CHANGE OF ZONE EXHIBIT
KENNEWICK, WA

DESIGN	BTK
APPD	NJM
DATE	04/23/21
NO.	SK01

Planning Commission Action Summary
COZ 21-11 – Knutzen Engineering

The Kennewick Planning Commission conducted a virtual public hearing on November 16, 2021. All interested parties were notified to come before the Commission and be heard. After reviewing the staff report and all oral and written facts and opinions, the Commission passed a motion on the proposed Change of Zone, concurring with the findings and conclusions in the staff report COZ 21-11 and recommends to City Council approval of the proposed Change of Zone contained in the staff report.

Findings of Fact

1. The applicant is Knutzen Engineering, c/o Nathan Machiela, 5401 Ridgeline Drive, Suite 160, Kennewick, WA 99338.
2. The property owner Tom and Vicki Solbrack, 2555 W Highway 24, Othello, WA 99344.
3. The proposed change of zone is generally located at 9496 W Clearwater Avenue. Parcel Numbers: 1-0188-4BP-5063-002.
4. The City's Comprehensive Plan Land Use Designation for the subject property is High Density Residential.
5. The City changed the land use designation for the site on October 5, 2021 as part of the 2021 Comprehensive Plan Amendment Cycle.
6. The request is to change the zoning from Commercial, Community to Residential, High Density.
7. The Residential, High Density Zoning District is an implementing zone of the High Density Residential Comprehensive Plan Land Use Map Designation.
8. On October 8, 2021, the application was submitted.
9. The application was declared complete and routed for review to City Departments and outside agencies for comment on October 12, 2021.
10. Access to the site is via W Clearwater Avenue and Clearwater Drive.
11. The Environmental Determination of Non-Significance, ED 21-16/PLN-2021-01439, was adopted on July 7, 2021.
12. The Property Posting sign for the public hearing was posted on site October 28, 2021.
13. Notice of the public hearing for this application was published in the Tri-City Herald on October 31, 2021. Notices were also mailed to property owners within 300 feet of the site on October 28, 2021.
14. The proposed amendment conforms to the comprehensive plan.
15. The proposed amendment promotes the public necessity, convenience and general welfare.
16. 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.
17. The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan.

Conclusions of Law

1. Approval will implement the Comprehensive Plan Land Use Designation of High Density Residential.
2. Approval will not result in an increase of adverse environmental impacts.
3. Approval will implement Residential Goals 1, 3 and 4 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 complies with KMC 18.51.070(2).

The motion to recommend approval to City Council passed with a vote of 4 to 0.

City Council Meeting

CHANGE of ZONE COZ 21-11

DECEMBER 7, 2021



Application Summary

Applicant: Knutzen Engineering, c/o Nathan Machiela

Owner(s): Tom and Vicki Solbrack

Proposal: Rezone 14.60 acres from Commercial, Community (CC) to Residential, High Density (RH)

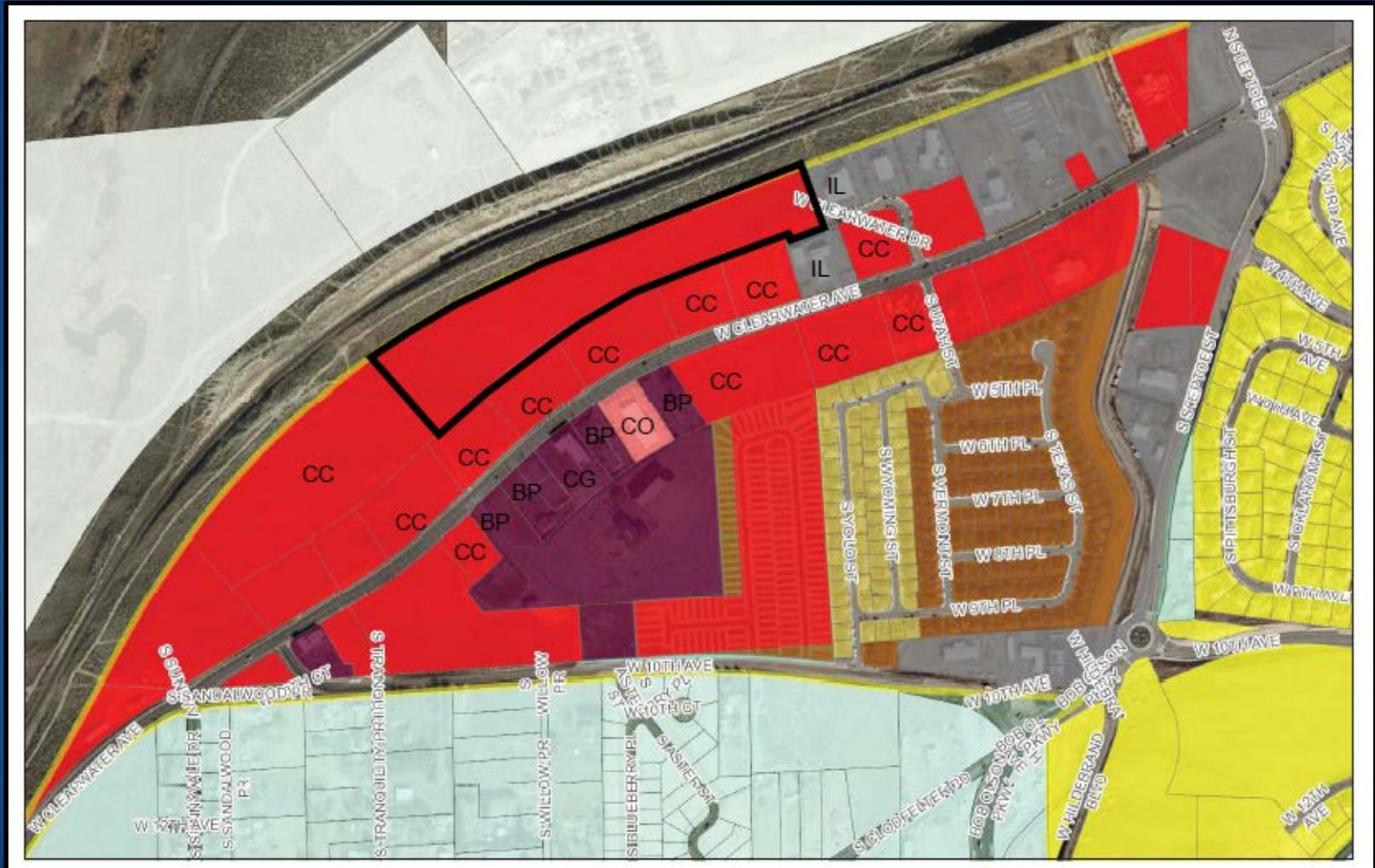
Comprehensive Plan Designation: High Density Residential

Location: 9496 W Clearwater Avenue

100



100



Property History

- The City annexed the site on January 3, 1995, by adopting Ordinance 3603. On May 15, 2012 the City adopted Ordinance 5413, which established the current zoning district.
- The city changed the site's land use designation as part of the 2021 Comprehensive Plan Amendment

Permitted Uses

The CC and the RH zones allow for many of the same types of residential uses. The CC zone requires a commercial component with residences and the RH zone does not.

Additionally, the CC zones allows for various commercial and retail oriented 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 the public hearing for the proposed Change of Zone on November 15, 2021.
- ▶ The applicant's representative provided testimony in favor of the proposal. No other testimony was provided.

Recommendation

The Planning Commission recommends approval of COZ 21-11.

Council Agenda Coversheet



Agenda Item Number	7.a.	Council Date	12/07/2021
Agenda Item Type	General Business Item		
Subject	Public Facility Renaming		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Parks & Recreation		

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

Recommendation

Rename the "Kennewick Police Station" to the "Kenneth M. Hohenberg Public Service Building."

Motion for Consideration

I move to rename the "Kennewick Police Station" to the "Kenneth M. Hohenberg Public Service Building."

Summary

The Parks and Recreation Commission recommends renaming the "KENNEWICK POLICE STATION" to the "KENNETH M. HOHENBERG PUBLIC SERVICE BUILDING," in response to a request it received and completion of the public process outlined in Kennewick Administrative Code 9-28 "Naming of Public Parks and Facilities."

The Parks and Recreation Commission, which bears the responsibility to recommend to City Council any naming or renaming of City of Kennewick facilities, initially reviewed the renaming request at its September meeting. The request summarizes the long and distinguished service of Chief Hohenberg, which the Commission determined met the requirement stated in KAC 9-48-010: "a park or facility may be named to memorialize a living person whose contribution or significant gift to the park system is of a most extraordinary nature."

A legal notice inviting public input at the Commission's October meeting was advertised in the Tri-City Herald. At the meeting, a letter in support of the request was provided for the record, and no visitors spoke or provided correspondence against the renaming. The Commission voted unanimously to recommend to City Council that the name change be approved by the Council to honor Chief Hohenberg, who retires from 42 years of service in February 2022.

Alternatives

None recommended.

Fiscal Impact

None. Per the KAC, the applicant incurs any costs associated with renaming a facility (such as signage).

Through

Dept Head Approval

City Mgr Approval

Emily Estes-Cross
Dec 02, 09:41:22 GMT-0800 2021

Marie Mosley
Dec 03, 15:31:23 GMT-0800 2021

Attachments: Recommendation

☐ Recording
Required?

Leading the Way



November 8, 2021

City Council
210 W. 6th Avenue
Kennewick, WA 99336

Subject: Recommendation to rename the "KENNEWICK POLICE STATION" to the
"KENNETH M. HOHENBERG PUBLIC SERVICE BUILDING"

The Parks and Recreation Commission, which bears the responsibility to recommend to City Council any naming or renaming of City of Kennewick facilities, received a request dated May 11, 2021 to change the name as shown above. The request was signed by Kennewick Assistant Police Chief Chris Guerrero, Kennewick Police Management Association President Ryan Kelly, and Kennewick Police Officers Benefit Association President James Canada ("ATTACHMENT A"). The request summarizes the long and distinguished service of Chief Hohenberg.

The Parks and Recreation Commission initially reviewed this request at its September 23, 2021 meeting. Assistant Chief Guerrero presented the request, and several Commissioners spoke in support of renaming the facility. The Commission unanimously approved pursuing the process as outlined in Kennewick Administrative Code 9-28 Naming of Public Parks and Facilities. On October 12, 19 and 26 a public notice was published in the Tri-City Herald, inviting citizens to provide input on the renaming at the October 28, 2021 Commission meeting.

At the meeting, Assistant Chief Guerrero presented a joint testimonial signed by 122 citizens and/or businesspersons in support of renaming the police station after Chief Hohenberg ("ATTACHMENT B"). As documented, the City of Kennewick code allows for an exception of renaming a facility honoring a person while said person is still alive. KAC 9-48-010 states "a park or facility may be named to memorialize a living person whose contribution or significant gift to the park system is of a most extraordinary nature." No visitors spoke against the renaming and no additional correspondence regarding the matter was received. After Commission discussion of the request, the Commission voted unanimously to recommend to City Council that the name change be approved by the Council.

Please consider this letter as the formal recommendation to change the facility currently known as the "KENNEWICK POLICE STATION" to the "KENNETH M. HOHENBERG PUBLIC SERVICE BUILDING."

Sincerely,

Kenneth L. Hahn
Parks and Recreation Commission Chair

Emily Estes-Cross
City of Kennewick Parks, Recreation and
Facilities Director



KENNEWICK
WASHINGTON
Parks & Recreation

Emily.Estes-Cross@ci.kennewick.wa.us
O: (509) 585-4258 • C: (509) 820-8211 • F: (509) 585-4445
210 W 6th Ave • PO Box 6108 • Kennewick, WA 99336-0108

ATTACHMENT A

Request to Rename Public Service Facility

May 11, 2021

City of Kennewick
Parks and Recreation Commission
Via Municipal Services Department
210 W. 6th Avenue
Kennewick, WA 99336

SUBJECT: REQUEST TO RENAME THE "KENNEWICK POLICE STATION" TO THE
"KENNEWICK POLICE STATION, KENNETH M. HOHENBERG PUBLIC
SERVICE BUILDING"

Dear Parks and Recreation Commission Members,

Pursuant to KMC 9-48, Naming of Public Parks and Facilities, please accept this letter and the accompanying attachment as a formal request to rename the "Kennewick Police Station" to the "Kennewick Police Station, Kenneth M. Hohenberg Public Service Building." As you probably know, Chief Hohenberg will retire in February 2022. The purpose of this proposal is to recognize Chief Hohenberg's exceptional and unwavering commitment to the police department, the city and its residents, as well as his exemplary community service.

It is proposed the wording "Kenneth M. Hohenberg Public Service Building" be affixed under the existing name "Kennewick Police Station" on the exterior front of the building. The additional wording would be the only cost incurred as a result of this proposal. There would be no web site modifications needed, nor would there be any printed literature revision costs.

The reasons for renaming the building are outlined below, as well as how the proposal meets the naming criteria established in KMC 9-48-010. If accepted by the Parks and Recreation Commission, the cost of any required filing fee (\$250.00) to begin the full consideration process would be paid by the undersigned. We ask that consideration be given to waiving any such fees as a benefit of the general public.

It is recognized that KMC 9-48-010(4) identifies "*Normally a City park or facility shall not be named to memorialize a living person. A park or facility may be named to memorialize a living person whose contribution or significant gift to the park system is of a most extraordinary nature, such as a significant land and/or monetary contribution to the park system or who has had the contribution made 'in memoriam' and when the name has been stipulated as a condition of the donation.*"

While the above serve as examples of naming a facility for a living person, it is clear the KMC is not limited to just those. We suggest that Chief Hohenberg's professional life, community service, and commitment to the City and its residents is so extraordinary in nature that it has greatly benefited the entire city.

Request to Rename Public Service Facility

It is noted that KMC 9-48-010(7) allows a facility to be named in recognition of organization(s) for outstanding contributions and service to the community. Common sense suggests this be extended to include living persons in extraordinary circumstances.

This proposal complies with KMC 9-48-010(6), that names of facilities where public services are rendered shall be reflective of the services rendered within the facility, by maintaining the title "Kennewick Police Station." The proposed wording change, in fact, better identifies that the city employees working within that facility are providing public service.

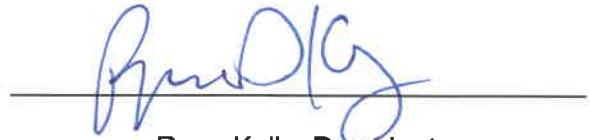
The accompanying attachment details exactly why Chief Hohenberg deserves the exceptional honor of having his name affixed to the police station. Doing so will serve as a constant reminder, to all those police officers who enter, that Chief Hohenberg set the example they should strive to meet in public service and commitment to their community.

We hope, and expect, that the Parks and Recreation Commission follow the process outlined in KMC 9-48 and forward this proposal to the Kennewick City Council for consideration.

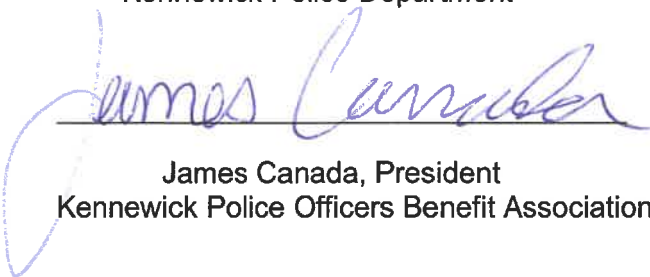
Respectfully,



Chris Guerrero, Patrol Division Commander
Kennewick Police Department



Ryan Kelly, President
Kennewick Police Management Association



James Canada, President
Kennewick Police Officers Benefit Association

This proposal is based upon the exemplary commitment and service Chief Hohenberg has demonstrated to the Kennewick Police Department, City of Kennewick, and community service to its residents:

Professional Career

- Chief Hohenberg is the longest serving city employee. During his 42-year career with the Kennewick Police Department he served as a patrol officer, motorcycle traffic officer, KPD's first DARE officer, Patrol Sergeant, Lieutenant (to include KPD's first internal affairs administrator), Captain, and Assistant Chief.
- Chief Hohenberg has served as chief since 2003. Since that time, Chief Hohenberg has utilized his knowledge, experience, skill and leadership to improve and advance the agency. He has installed a hiring procedure that ensures only the best are hired and retained as police officers to protect and serve the city. He helped pioneer the Community Care Fund, which allows officers to use donations to help people down on their luck and in need of small things like gas, groceries, or a motel room. He has instilled in the agency his philosophy "If you think it's the right thing to do in your hearts, then just go do it."
- Chief Hohenberg has turned the Kennewick Police Department into not only the premiere law enforcement agency in the Tri-Cities, but one of the best in the state and the country.
- Chief Hohenberg has received the following honors in recognition of his commitment to law enforcement:
 - Active member and past president for the Washington Association of Sheriffs and Police Chiefs.
 - Appointed by the Governor as a board member for the Washington Auto Theft Prevention Authority Board.
 - Served as a Commissioner and Vice-Chair with the Washington State Criminal Justice Training Commission.
 - Served as Executive Board member and Vice-Chair of the Northwest High Intensity Drug Trafficking Area.
 - In 2018 was recognized by the 115th session of the United States Congress for his 40 years of law enforcement service.
 - In 2013 honored as the Champion for Washington's Children by the Fight Crime Invest in Kids (Washington).
 - In 2012 honored as the Chief of the Year for his efforts in crime prevention by the Washington Crime Prevention Association.
 - In 2010 honored as Executive of the Year by the National DEA/DARE for his leadership in drug education and enforcement.
 - In 2007 received the Benton and Franklin Counties Adult Drug Court Hero of Hope Award for his unstinting support of the drug court.
- To honor his professional and community service, the City of Kennewick proclaimed July 17, 2018 and July 16, 2013 as Police Chief Ken Hohenberg Day.
- For the past eight years Chief Hohenberg has also served as Assistant City Manager, filling in as city manager during her absence. He assists with economic development, personnel

issues, and other assigned responsibilities. Additionally, he served as interim Fire Chief for several months until a new fire chief was hired.

- Chief Hohenberg graduated from the Columbia Basin College criminal justice curriculum and received a Bachelor of Arts from Central Washington University.
 - He was honored as the 2012-2013 Columbia Basing College Outstanding Alumni of the Year, as well as the 2008 Central Washington University Outstanding Alumni Award Eastside for the department of Law and Justice.
 - His post-graduate education includes the prestigious United States Department of Justice FBI National Academy, FBI Law Enforcement Executive Development Seminar, and Executive Strategic Management from the Senior Management Institute for Police.

Community Service

Through his experience in law enforcement, Chief Hohenberg learned the value of community service. Living by the Rotary International motto "Service above Self," Chief Hohenberg has been unwavering in his support of charitable causes and volunteer service.

- Chief Hohenberg is a member and past president of the Columbia Center Rotary Club.
- Served on the United Way Board, Fundraising, and Board Chair for Benton and Franklin Counties.
- His volunteer efforts, to include fundraising, are extensive, reaching organizations such as the Reading Foundation, Columbia Basin Dive Rescue, Camp Fire USA, March of Dimes, Red Cross, Tri-Cities Cancer Center, and others.
- Chief Hohenberg received the following recognition for his continued commitment to his community;
 - Named as a Paul Harris Fellow by the Rotary Foundation of Rotary International,
 - 2021 received the Ken Silliman Downtowner of the Year Award for having a profound impact on the downtown Kennewick community,
 - 2017 Benton Franklin Fair and Rodeo Grand Marshal,
 - 2011 received the "Friend of the Port of Kennewick Award" for his support in the transformation of Clover Island and as champion for the urban renewal of downtown Kennewick.
 - 2009-2010 recognized by the Tri-Cities Cancer Center for loyal and valuable service,
 - 2009 Tri-Citian of the Year, in which his nomination stated "When most are too busy, Ken is always available. When most are too tired, Ken is ready and eager to get started. When most think they have done their share, Ken is looking for more opportunities."
 - 2005 Kennewick Man of the Year,
 - 2003 United Way Distinguished Volunteer of the Year,
 - Spirit of the Red Cross award.

ATTACHMENT B

October 20, 2021

City of Kennewick
Parks and Recreation Commission
Via Municipal Services Department
210 W. 6th Avenue
Kennewick, WA 99336

SUBJECT: SUPPORT TO RENAME THE “KENNEWICK POLICE STATION” TO THE
“KENNEWICK POLICE STATION, KENNETH M. HOHENBERG PUBLIC SERVICE
BUILDING”

Dear Parks and Recreation Commission Members,

We, the undersigned, wish to express our strong support to rename the “Kennewick Police Station” to the “Kennewick Police Station, Kenneth M. Hohenberg Public Service Building.” We believe this to be an appropriate step to recognize Chief Hohenberg’s long-term, exceptional and unwavering commitment to the police department, the city and its residents, as well as his exemplary community service.

We understand the hesitancy city government may have to name facilities for living members – it being a possibility that a person’s actions after receiving such an honor may disgrace his or her name and embarrass the city. However, we firmly believe that Chief Hohenberg has demonstrated his personal and professional life to be so exemplary that such a possibility will not occur with him. Rather, we suggest that Chief Hohenberg’s professional life, community service, and commitment to the City and its residents is so extraordinary in nature that this would be a fitting tribute to him.

We hope you will submit this matter to the City Council for consideration.

Respectfully,

Craig Eerkes
Dwight Marquart
Jared Retter
Ron and Joan Hue
Bud Knore
George F. Cicotte
Tim Arntzen
Brandon and Melissa Koe
Richmond and Diana Hoch
Al and Diane Wehner
Steven and Cindy Sundberg

Bill McCurley
Carmen Marquart
Leslie Retter
David Bergevin
Brent Gerry
Brian Ace
Tana Bader Inglima
Jon Law
Craig and Su Mayfield
Jack Simington
Craig and Barb Littrell

Sue Frost
Dave Retter
James Spracklen
Scott Mitchell
Matt Boehnke
Barbara Johnson
Anita Young
Robert F. Noland
Andy Miller
Bill Tanner
Mark Jenkins

Gene and Beth Luczynski
Mike Gaines
Bill and Cherie Mace
Dave and Theresa Hanson
Curt Juergens
Gary and Jenny Buck
Marco Montebianco
Mindy and Rod McCoy
Karlee and Tyler Dean
Jade and Robbie Berry
Jose Santoy
Joshua Riley
Michael Rosane
Michael Weatherbee
Steve Thatsana
Ryan and Corey Kelly
Aaron and Christine Clem
Blanca Reyna
Isaac Merkl
Scott Peterson
Christian and Jan Walters
Trevor and Tracey White

Doug Fearing
Allan Knox
Kevin Crowley
Harry Hoeckelberg
Rick Dopke
Tim Harris
Mickie and Jeff Marty
Marcy and Travis Scott
Amber and Dillon Richardson
Joe Jackson
John Greenough
Lee Cooper
Mikael Brakebill
James Scott
Randy McCalmant
Brad and Amy Kohn
BJ and Shelly Moos
Remie Rees
Miguel Ayala
Ann M. Lemieux
Jason and Melinda Kiel
Chris and Kim Guerrero

Robert Gross
Gary Ralston
Kim Hathaway
Mike Meyer
Parker Hodge
Jeremy Taylor
Rhoda Snider
Nicole Nelson
Becca Henry
Fernando Ramos
Jason Harrington
Justin Peterson
Kris Safranek
Trevor Davis
Troy Perkins
Chris Whitney
Matt Newton
William Dramis
Chris Slocombe
Randy Maynard
Stephen Wolosin
Scott Child



City Council Meeting Schedule December 2021

City Council temporarily designated the location for regular, special and study session meetings to a virtual location until termination of the state of emergency or until rescinded. The City broadcasts City Council meetings on the City's website <https://www.go2kennewick.com/CouncilMeetingBroadcasts>.

December 7, 2021

Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

December 14, 2021

Tuesday, 6:30 p.m.

WORKSHOP MEETING (the workshop meeting will be done via Zoom and broadcast on the City's website <https://www.go2kennewick.com/CouncilMeetingBroadcasts>)

1. Legislative Priorities
2. Benton County Partnership - Land Sales
3. KMC Amendments - Park Rules & Public Camping
4. KMC Amendment - Public Records Policy

December 21, 2021

Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

December 28, 2021

Tuesday, 6:30 p.m.

WORKSHOP MEETING - CANCELLED

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

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

December 2021
Updated 11/30/21



City Council Meeting Schedule January 2022

City Council temporarily designated the location for regular, special and study session meetings to a virtual location until termination of the state of emergency or until rescinded. The City broadcasts City Council meetings on the City's website <https://www.go2kennewick.com/CouncilMeetingBroadcasts>.

January 4, 2022

Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

January 11, 2022

Tuesday, 6:30 p.m.

WORKSHOP MEETING (the workshop meeting will be done via Zoom and broadcast on the City's website <https://www.go2kennewick.com/CouncilMeetingBroadcasts>)

1. OPMA and PRA Training
2. Public Records Processing
3. Accessory Dwelling Unit Sewer Connections

January 18, 2022

Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

January 25, 2022

Tuesday, 6:30 p.m.

WORKSHOP MEETING (the workshop meeting will be done via Zoom and broadcast on the City's website <https://www.go2kennewick.com/CouncilMeetingBroadcasts>)

1. Fire Station No. 1

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January 2022
Updated 12/03/21