



City Council Meeting Schedule January 2017

January 3, 2017
Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

January 10, 2017
Tuesday, 6:30 p.m.

WORKSHOP MEETING
1. Hanford Communities Update
2. Mobile App Demo

January 17, 2017
Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

January 24, 2017
Tuesday, 6:30 p.m.

WORKSHOP MEETING
1. Franchise Agreement Mobilitie
2. High Strength Discharge
3. Snow and Ice Removal Update



CITY COUNCIL REGULAR MEETING AGENDA

**Tuesday, January 3, 2017 at 6:30 p.m.
City Hall Council Chambers | 210 W. 6th Ave**

1. CALL TO ORDER

Roll Call/Pledge of Allegiance/Welcome

HONORS & RECOGNITIONS

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 December 6, 2016.
- b. (1) Motion to approve Claims Roster for November 23, 2016.
(2) Motion to approve Claims Roster for December 9, 2016.
(3) Claims Roster for Toyota Operations Account for October 2016.
(4) Claims Roster for Toyota Center Box Office Account for October 2016.
(5) Claims Roster for Columbia Park Golf Course Account for November 2016.
- c. (1) Motion to approve Payroll Roster for November 30, 2016.
(2) Motion to approve Payroll Roster for December 15, 2016.
- d. Motion to accept the work of Meridian Construction for Contract P1334-15, Fire Station No. 65, in the amount of \$3,550,693.29.
- e. Motion to amend the Kennewick Administrative Code, Section 13-54-100 "Stopping, Standing and Parking Prohibited at All Times" to state Clodfelter Rd, from south city limits to W.15th Pl and add 15th Place, from Clodfelter Rd to Bob Olson Parkway.
- f. Motion to authorize the Mayor to sign loan agreement WQC-2017-Kennew-00097 with the Department of Ecology for the Wastewater Treatment Plant Sustainability Improvements Phase 1.
- g. Motion to authorize the Mayor to sign loan agreement WQC-2017-Kennew-00222 with the Department of Ecology for the Wastewater Treatment Plant Sustainability Improvements Phase 2.
- h. Motion to authorize the Mayor and City Manager to sign the four-year collective bargaining agreement with the International Union of Operating Engineers (IUOE), Local #280.
- i. Motion to reject all bids for Contract P1214-16, Phase 3 Clearwater Ave Intersection Improvements.
- j. Motion to award Contract P1335-17, Zone 5 Reservoir Transmission Main, Sherman Street to Thompson Reservoir to Culbert Construction, Inc. in the amount of \$329,726.19.

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

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



CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, January 3, 2017 at 6:30 p.m.

City Hall Council Chambers | 210 W. 6th Ave

- k. Motion to award Contract P1610-16, SR397 & E. Columbia Drive Waterline to Big D's Construction in the amount of \$409,610.42.
- l. Motion to authorize the City Manager to sign the Columbia Gardens Wine Village Phase II Development Inter-local Agreement with the Port of Kennewick.

4. VISITORS

5. ORDINANCES/RESOLUTIONS

- a. Ordinance 5687: Change of Zone 16-01, 5402 W. Hood Ave, from Commercial, Office (CO) to Commercial, Community (CC.)
- b. Ordinance 5688: Zoning Code Amendment (ZOA) 16-06 amending Section 17.20.010(2)(f) of the Kennewick Municipal Code (KMC.)

6. PUBLIC HEARINGS/MEETINGS

- a. Ordinance 5689: Extend Moratorium Park Mitigation Fees
- b. Development Agreement with Kennewick Irrigation District

7. NEW BUSINESS

- a. City Manager's Performance Management Review

8. UNFINISHED BUSINESS

9. COUNCIL COMMENTS/DISCUSSION

10. ADJOURNMENT

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CITY OF KENNEWICK
CITY COUNCIL
Regular Meeting
December 6, 2016

1. CALL TO ORDER

Mayor Steve Young called the meeting to order at 6:31 pm.

City Council and Staff Present:

Mayor Pro Tem Don Britain	Greg McCormick	Vince Beasley
Greg Jones	Christina Palmer	Ken Hohenberg
Paul Parish	Lisa Beaton	Craig Littrell
Bob Parks	Cary Roe	Isa Quintanilla
John Trumbo	Terri Wright	Bruce Mills
Mayor Steve Young	Dan Legard	Chris Espinoza
Marie Mosley	Terry Walsh	Gary Deardorff

Excused absence: Council member Matt Boehnke.

Sam Mattson with Boy Scout Troop #110 led the Pledge of Allegiance.

HONORS & RECOGNITIONS

Pacific Printing Industries–Print Rocks! Award – Skip Novakovich joined the Mayor at the podium and presented the Council the award for the Police Department trading cards.

Waste Water Treatment Plant Performance Award – Donna Smith and Dan Ferguson from the Department of Ecology presented the award to Chris Espinoza, Waste Water Supervisor.

Arts Commission 2015/2016 Awards – Linda Moran, Arts Commission Chairman presented the 2015/2106 *Energize the Arts* Awards.

2015 Literary Arts Award – Patricia Briggs
2015 Visual Arts Award – Benton Franklin Transit Authority
2016 Performing Arts Award – Urban Poet Society and Mid-Columbia Master Singers
2016 Visual Arts Award – TRIFI Film Society
2015 Heritage Award – Tri-Cities Steel Band Association
2016 Heritage Award – Boys & Girls Club Music & Arts Center Director, Josh Peterson

2. APPROVAL OF AGENDA

Mr. Jones moved, seconded by Mr. Parks to approve the Agenda as presented. The motion carried unanimously.

3. APPROVAL OF CONSENT AGENDA

- a. Minutes of Regular Meeting of November 18, 2016.
- b. (1) Motion to approve Claims Roster November 11, 2016.
(2) Claims Roster for Columbia Park Golf Course Account for October 2016.
- c. Motion to approve Payroll Roster for November 15, 2016.
- d. Motion to authorize the Mayor to sign the interlocal agreement with City of Pasco and City of Richland for the construction of an animal control authority facility located in Pasco.
- e. Motion to authorize the Mayor to sign the interlocal agreement with the City of Pasco and the City of Richland for the creation and operation of Tri-Cities animal control authority.
- f. Motion to award Contract P1515-16 (Southridge Boulevard Reconstruction) to POW Contracting, Inc. in the amount of \$1,019,889.88.
- g. Motion to authorize the Mayor to sign an Interlocal Agreement which will permit the City of Kennewick to own and maintain a portion of Bob Olson Parkway and a connecting roadway that are located in unincorporated Benton County to city standards.

- h. Motion to authorize staff to apply for a Federal Highway Administration FASTLANE Grant for the US395/Ridgeline Drive Interchange Project.
- i. Motion to accept the work of Goodman & Mehlenbacher Ent., Inc. for Contract P1518-16, W. 7th Place / Jean Place Extension, in the amount of \$414,140.72.
- j. Motion to cancel the December 20, 2016 Regular Council Meeting.
- k. Motion to confirm the appointments of Sharon Rice and James Driscoll as the City's Hearing Examiners and authorize the City Manager to sign the Hearing Examiner Contracts between the City of Kennewick and Sharon Rice and James Driscoll for Hearing Examiner services commencing January 1, 2017, through December 31, 2019.
- l. Motion to authorize the Mayor to sign the Record Survey for a Boundary Line Agreement and Boundary Line Resolution, pursuant to RCW 58.04.007 with the Kennewick School District and the Columbia Irrigation District.
- m. Motion to adopt Resolution 16-21 authorizing an Inter-fund Loan to the Storm Water Utility Fund.
- n. Motion to authorize the Mayor to sign the amended Interlocal Cooperation Agreement for Hanford Communities.
- o. Motion to adopt Resolution 16-22 designating signature authority for certification of expenditures on federally funded projects.
- p. Motion to amend the Kennewick Administrative Code, Section 13-54-100 "Stopping, Standing and Parking Prohibited at All Times" to include Southridge Blvd, from 36th Avenue to Christiansen Road.
- q. Motion to authorize the Mayor (or in his absence the Mayor Pro Tem) to sign the final plat of Sage Crest Phase 5A contingent upon payment of fees and bonding for incomplete street & landscape work.
- r. Motion to authorize the Mayor to sign the State Local Agency Agreement and Project Prospectus for the Columbia Park East – Bike/Pedestrian Enhancements.
- s. Motion to authorize the City Manager to sign the Animal Control Authority Operating Jurisdiction Inter-local Agreement Amendment No. 10 and the Animal Control Personal Services Agreement Amendment No. 10.
- t. Motion to authorize the Mayor to sign the Short Term Agreement for the Use of Jail Facilities with Benton County.

Mr. Parks moved, seconded by Mr. Parish to approve the Consent Agenda. The motion carried unanimously.

4. VISITORS

Brian Ace, 6003 W. 17th Ave, Kennewick

5. ORDINANCE/RESOLUTIONS

- a. Ordinance 5683: KMC 3.40 Funds. Dan Legard, Finance Director reported.

ORDINANCE NO. 5683

AN ORDINANCE RELATING TO FUNDS AND REPEALING SECTION 3.40.190 OF THE KENNEWICK MUNICIPAL CODE

Mr. Parks moved, seconded by Mr. Jones to adopt Ordinance 5683. The motion carried unanimously.

- b. Ordinance 5685: 2015/2016 Biennium Budget Adjustment. Dan Legard, Finance Director reported.

ORDINANCE NO. 5685

AN ORDINANCE PROVIDING FOR MODIFICATION OF THE 2015/2016 BIENNIAL BUDGET

Mr. Jones moved, seconded by Mayor Pro Tem Britain to adopt Ordinance 5685. The motion carried unanimously.

- c. Ordinance 5686: Zoning Code Amendment (ZOA) 16-05 Amending KMC 17.13, Short Plats. Greg McCormick, Planning Director reported.

ORDINANCE NO. 5686

AN ORDINANCE RELATING TO SHORT PLATS AND AMENDING SECTIONS 17.13.030, 17.13.040, 17.13.050, 17.13.060, 17.13.110, AND 17.13.150; REPEALING AND RECODIFYING SECTION 17.13.090 TO 17.13.075; ADDING NEW SECTIONS 17.13.055, 17.13.081, 17.13.082, 17.13.085, 17.13.092, 17.13.095, 17.13.100, 17.13.105; AND REPEALING 17.13.080 AND 17.13.130 OF THE KENNEWICK MUNICIPAL CODE

Mr. Jones moved, seconded by Mayor Pro Tem Britain to adopt Ordinance 5686. The motion carried unanimously.

6. PUBLIC HEARINGS/MEETINGS - None

7. NEW BUSINESS - None

8. UNFINISHED BUSINESS - None

9. COUNCIL COMMENTS/DISCUSSION

Council members reported on their respective activities.

10. AJOURNMENT

Meeting was adjourned at 7:27 pm.

Terri L. Wright, CMC
City Clerk

Council Agenda Coversheet 	Agenda Item Number	3.b.(1)	Council Date	01/03/2017	Consent Agenda	☒
	Agenda Item Type	General Business Item			Ordinance/Reso	☐
	Subject	Claims Roster			Public Mtg / Hrg	☐
	Ordinance/Reso #		Contract #		Other	☐
	Project #		Permit #		Quasi-Judicial	☐
	Department	Finance				

Recommendation

That Council approve the Claims Roster.

Motion for Consideration

I move to approve the Claims Roster dated November 23, 2016, in the amount of \$714,744.20, and comprised of check numbers 133395 through 133621 and wire transfer numbers 300271 through 300273.

Summary

The payments on this Claims Roster are comprised of the following issued 11/12/16-11/23/16:

Check numbers 133395 through 133621	\$ 589,876.87
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Wire transfer number 300271	217.00
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Wire transfer number 300272	72,754.62
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Wire transfer number 300273	51,895.71
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Total	\$ 714,744.20
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The above total excludes checks written for payment of refunds and collected amounts due to other entities.

Alternatives

None.

Fiscal Impact

\$ 714,744.20.

Through	Lynne Brown Dec 13, 10:03:34 GMT-0800 2016	Attachments: 
Dept Head Approval	Dan Legard Dec 13, 12:01:53 GMT-0800 2016	
City Mgr Approval	Marie Mosley Dec 28, 16:29:10 GMT-0800 2016	

☐ Recording Required?

City of Kennewick

Claims Roster

11/12/2016 - 11/23/2016

Accounting Period

2016

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount \$
001 GENERAL FUND					
010 CITY COUNCIL					
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in AWC REGIONAL MEETING.	90.00
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in AWC REGIONAL MEETING	45.00
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in AWC REGIONAL MEETING	90.00
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in TRIDEC LUNCHEON.	50.00
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in HISPANIC CHAMBER LUNCH YOUNG.	20.00
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in AWC REGIONAL MEETING M BOEHNKE.	45.00
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in FLIGHT AGENT FEE S YOUNG.	35.00
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in RT AIRFARE S YOUNG.	495.20
Total amount by Department					\$ 870.20
020 CITY MANAGER					
133547	11/23/2016	01406	MOSLEY, MARIE	in TRAVEL EXPENSES	237.60
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in MEETING SUPPLIES.	13.05
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in NAME BADGES	12.10
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in WEBINAR M MOSLEY	70.00
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in TRIDEC LUNCHEON.	25.00
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in OUTREACH SUPPLIES.	57.91
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in DYMO CARD READER.	132.97
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in SUPPLIES.	23.24
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in EMPLOYEE PANCAKE BREAKFAST AND E	27.47
Total amount by Department					\$ 599.34
032 SUPPORT SERVICES-FINANCE					
133554	11/23/2016	04458	OFFICE MAX CONTRACT INC.	in SUPPLIES - FIN	74.65
133603	11/23/2016	00976	WA STATE AUDITOR'S OFFICE	in AUDIT 46068 15-15 10/16	1,720.50
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in GFOA TRAINING - DAN LEGARD.	135.00
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in MICROSOFT SURFACE PRO 4 & KEYBOAR	2,077.45
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in GAAP UPDATE REGISTRATION L BROWN	185.00
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in GAAP UPDATE REGISTRATION D WINTER	185.00
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in GAAP UPDATE REGISTRATION M HAMAD	185.00
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in WFOA TAXATION COURSE REGISTRATION	60.00
Total amount by Department					\$ 4,622.60
034 SUPPORT SERVICES - INFO SYSTEMS					
133482	11/23/2016	08295	CENTURYLINK	in E911 PS/ALI	7.18
133511	11/23/2016	05471	FRONTIER COMMUNICATIONS NW INC	in TELEPHONE SERVICE	635.84

City of Kennewick

Claims Roster

11/12/2016 - 11/23/2016

Accounting Period

2016

	Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
T	300272	11/23/2016	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	58.62
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	HID PROX CARD READER FOR JOHN REEI	54.91
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	ADA ACCESSIBILITY UPGRADE TO MICRC	598.36
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	MONTHLY CREDIT CARD PROCESSING FE	325.45
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	ACCIS CONFERENCE - JOHN BARADA - HO	447.54
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	MONTHLY SOCIAL MEDIA ARCHIVING SU	399.00
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	CORRECTION - SENIOR CENTER FRONT D	14.95
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	AAAA BATTERIES (6PK) FOR SURFACE PR	12.44
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	DYMO LABELWRITER 450 LABEL PRINTE	94.46
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	SPARE POWER SUPPLY FOR SURFACE PRC	25.69
Total amount by Department							\$ 2,674.44
035 SUPPORT SERVICES-CUSTOMER SERVICE							
	133554	11/23/2016	04458	OFFICE MAX CONTRACT INC.	in	OFFICE SUPPLIES FOR CUSTOMER SERVIO	170.75
	133554	11/23/2016	04458	OFFICE MAX CONTRACT INC.	in	RETURNED OFFICE SUPPLIES	-67.31
	133554	11/23/2016	04458	OFFICE MAX CONTRACT INC.	in	OFFICE SUPPLIES	79.93
	133596	11/23/2016	01198	U S POSTAL SVC	in	POSTAGE DUE ACCOUNT	100.00
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	CUBICLE NAMEPLATE HOLDERS FOR CU	84.45
Total amount by Department							\$ 367.82
041 CITY CLERK							
	133468	11/23/2016	00034	BENTON COUNTY AUDITOR	in	RECORDING FEES	164.00
	133591	11/23/2016	00172	TRI-CITY HERALD LEGALS - 450496	in	PUBLICATION	69.21
	133591	11/23/2016	00172	TRI-CITY HERALD LEGALS - 450496	in	PUBLICATION	160.13
	133591	11/23/2016	00172	TRI-CITY HERALD LEGALS - 450496	in	PUBLICATION	54.38
T	300272	11/23/2016	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	4.95
Total amount by Department							\$ 452.67
042 LEGAL SERVICES							
	133501	11/23/2016	09220	DOMESTIC VIOLENCE SERVICE	in	OCT 2016 SERVICES	1,000.00
	133510	11/23/2016	04857	FOSTER, PEPPER PLLC	in	PROFESSIONAL SERVICES	230.00
	133533	11/23/2016	06212	KENYON DISEND, PLLC	in	PROFESSIONAL SERVICES	278.53
	133554	11/23/2016	04458	OFFICE MAX CONTRACT INC.	in	OFFICE SUPPLIES	59.30
	133554	11/23/2016	04458	OFFICE MAX CONTRACT INC.	in	OFFICE SUPPLIES	137.83
	133609	11/23/2016	00853	WEST GROUP PAYMENT CENTER	in	WESTLAW CHARGES	2,793.21
	133609	11/23/2016	00853	WEST GROUP PAYMENT CENTER	in	LIBRARY PLAN CHARGES	49.40
Total amount by Department							\$ 4,548.27
050 CIVIL SERVICE							

City of Kennewick

Claims Roster

11/12/2016 - 11/23/2016

Accounting Period

2016

	Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	LODGING FOR ASSESSOR	108.18
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	COFFEE FOR ASSESSORS	17.32
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	LUNCH FOR ASSESSORS	237.58
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	MEETING SUPPLIES.	17.32
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	OFFICE SUPPLIES	248.12
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	LUNCH FOR 16 ASSESSORS AND TEST ASS	237.58
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	COFFEE FOR ASSESSORS	17.32
Total amount by Department							\$ 883.42
061 CODE ENFORCEMENT							
	133475	11/23/2016	09813	B-F JUVENILE JUSTICE CTR	in	GRAFFITI ABATEMENT PROGRAM	3,040.00
	133522	11/23/2016	00006	IMPREST PETTY CASH FUND	in	PETTY CASH FUND	13.88
	133525	11/23/2016	05158	INSIDE TRADER LLC CARTRIDGE WORLI	in	PRINT CARTRIDGES	352.91
Total amount by Department							\$ 3,406.79
062 LONG RANGE PLANNING							
	133456	11/23/2016	00924	AMERICAN PLANNING ASSOCIATION	in	APA MEMBERSHIP	625.00
	133472	11/23/2016	08137	BERK CONSULTING INC	in	COMP PLAN 2017 UPDATE	4,670.76
	133504	11/23/2016	08406	ECONORTHWEST ECONOMIC CONSULTA	in	INDUSTRIAL LANDS ANALYSIS	4,856.49
	133555	11/23/2016	05805	OFFICES OF SHARON RICE HEARING EX/	in	2016 REPORT TO CITY COUNCIL	560.00
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	OFFICE MAX OFFICE SUPPLIES BLAST AW	16.27
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	OFFICE MAX OFFICE SUPPLIES 2-48 X 32 I	81.30
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	AMAZON.COM OFFICE SUPPLIES AT-A-GL	28.70
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	MELINDA DIDIER WAPRO 2016 FALL CONI	200.00
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	MICHELLE DELLINGER WSAPT 2016 FALL	280.22
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	YOLANDA REYNA WSAPT 2016 FALL CON	280.22
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	MELINDA DIDIER WSAPT 2016 FALL CONI	351.40
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	OFFICE MAX MISC. OFFICE SUPPLIES: DE	334.10
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	WES ROMINE APA JOINT WA & OR PLANN	325.00
Total amount by Department							\$ 12,609.46
063 ECONOMIC & BUSINESS DEVELOPMENT							
	133452	11/23/2016	00730	ADVANCE TRAVEL EXPENSE	in	REIMBURSE ADVANCE TRAVEL	432.00
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	USB CHARGERS FOR PROSPECTIVE BUSI	2,061.84
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	FLIGHT R CARMICHAEL	125.60
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	FLIGHT FOR R CARMICHAEL	175.60
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	DEVE/BLDR LUNCHEON	183.28
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	TABLE RUNNER FOR ECONOMIC DEVELC	34.95
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	PAPER	110.22

City of Kennewick

Claims Roster

11/12/2016 - 11/23/2016

Accounting Period

2016

	Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	T WALSH CONFERENCE	750.00
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	CENTER PIECES FOR GLOBAL ENTREPRE	83.55
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	TRIDEC LUNCHEON.	50.00
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	REGIONAL CHAMBER LUNCHEON TERRY	22.00
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	NEWSLETTER	5.43
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	IEDC REGISTRATION	590.00
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	TV ADVERTISING FOR SMALL BUSINESS :	1,520.00
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	HARDWARE	8.68
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	CONSULTING	500.00
Total amount by Department							\$ 6,653.15
071 POLICE DEPT. - ADMINISTRATION							
	133452	11/23/2016	00730	ADVANCE TRAVEL EXPENSE	in	REIMBURSE ADVANCE TRAVEL	102.00
	133460	11/23/2016	00501	APOLLO, INC. CITY CONTRACTS	in	EVIDENCE FRIDGE 19 REPAIRS	152.04
	133531	11/23/2016	01931	KENNEWICK POLICE DEPARTMENT	in	ADMIN PETTY CASH	71.00
	133536	11/23/2016	02280	LANGUAGE LINE SERVICES, INC	in	INTERPRETATION	65.27
	133597	11/23/2016	04764	UNITED PARCEL SERVICE	in	SHIPPING	54.81
	133597	11/23/2016	04764	UNITED PARCEL SERVICE	in	SHIPPING	29.54
T	300272	11/23/2016	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	8.62
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	WATPA BOARD MEETING - CHIEF HOHENI	12.00
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	OSHA COMPLIANCE AND WORKPLACE S	134.25
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	AWC REGIONAL MEETING.	45.00
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	IACP ANNUAL CONFERENCE - CHIEF HOE	18.98
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	WATPA BOARD MEETING - CHIEF HOHENI	218.20
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	WATPA BOARD MEETING - CHIEF HOHENI	182.20
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	FLETC SUMMIT ON TRENDING ISSUES IN	12.00
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	FLETC SUMMIT ON TRENDING ISSUES IN	203.92
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	FLETC SUMMIT ON TRENDING ISSUES IN	236.00
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	DEADLY FORCE TASK FORCE - CHIEF HOI	202.70
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	BASIC CABLE SERVICES	219.69
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	FLETC SUMMIT ON TRENDING ISSUES IN	271.96
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	IACP ANNUAL CONFERENCE - CHIEF HOE	13.00
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	IACP ANNUAL CONFERENCE - CHIEF HOE	991.20
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	BOARDS ON GEAR TRAINING - BLANCA F	15.00
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	ANNUAL CRIMINAL JUSTICE BREAKFAST	1,178.64
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	CRIMINAL JUSTICE BREAKFAST	54.08
Total amount by Department							\$ 4,492.10

City of Kennewick

Claims Roster

11/12/2016 - 11/23/2016

Accounting Period

2016

	Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
072 POLICE DEPT.- CRIMINAL INVESTIGATION							
	133451	11/23/2016	01464	ACCESS DATA GROUP INC	in	SMS RENEWAL	1,215.23
	133531	11/23/2016	01931	KENNEWICK POLICE DEPARTMENT	in	ADMIN PETTY CASH	49.00
	133534	11/23/2016	00191	L E I R A	in	PUBLIC RECORDS DISCLOSURE TRAINING	50.00
	133545	11/23/2016	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
	133545	11/23/2016	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
	133545	11/23/2016	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
	133545	11/23/2016	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
T	300272	11/23/2016	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	37.82
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	128 GB THUMB DRIVE CASE #15-04982	60.80
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	POLYGRAPH ASSN. DUES K78	125.00
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	POLYGRAPH ASSN. DUES K54	125.00
Total amount by Department							\$ 1,879.85
073 POLICE DEPT. - PATROL							
	133486	11/23/2016	01704	CITY OF YAKIMA	in	WEAPONS	10,820.00
	133488	11/23/2016	04542	COCA-COLA BOTTLING COMPANY OF TR	in	OPERATING SUPPLIES	120.00
	133495	11/23/2016	09827	DAY WIRELESS SYSTEMS	in	RADIO MAINTENANCE	130.32
	133495	11/23/2016	09827	DAY WIRELESS SYSTEMS	in	SETCOM UNIT IN MOTORCYCLE	336.66
	133531	11/23/2016	01931	KENNEWICK POLICE DEPARTMENT	in	ADMIN PETTY CASH	19.00
	133545	11/23/2016	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
	133545	11/23/2016	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
	133589	11/23/2016	08668	TRAINING AND CONSULTING TEAM	in	K9 COURTROOM TRAINING	175.00
	133602	11/23/2016	03997	VISTA VETERINARY HOSPITAL INC	in	K-9 MEDICAL - AXEL	329.17
T	300272	11/23/2016	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	601.88
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	RECRUITING AT CWU'S CAREER FAIR	175.00
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	TABLET PROTECTIVE CASES	199.28
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	IPMBA DUES K62	55.00
Total amount by Department							\$ 13,069.81
074 POLICE DEPT. - STAFF SERVICES							
	133452	11/23/2016	00730	ADVANCE TRAVEL EXPENSE	in	REIMBURSE ADVANCE TRAVEL	204.00
	133474	11/23/2016	04965	BETTENDORF'S PRINTING & DESIGN	in	BUSINESS CARDS	54.30
	133477	11/23/2016	05823	BLUMENTHAL UNIFORM & EQUIPMENT	in	PSS UNIFORM SHIRTS	133.31
	133477	11/23/2016	05823	BLUMENTHAL UNIFORM & EQUIPMENT	in	PSS CLASS A SHIRT	10.19
	133583	11/23/2016	02536	STAPLES BUSINESS ADVANTAGE STAPLE	in	OFFICE SUPPLIES	72.38
	133583	11/23/2016	02536	STAPLES BUSINESS ADVANTAGE STAPLE	in	RETURNED ENVELOPES	-24.27
	133586	11/23/2016	08315	TALENTWISE SOLUTIONS LLC	in	BACKGROUND CHECKS	100.00

City of Kennewick

Claims Roster

11/12/2016 - 11/23/2016

Accounting Period

2016

	Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
	133608	11/23/2016	01033	WASHINGTON STATE PATROL	in	BACKGROUNDS FOR CPL	888.00
T	300272	11/23/2016	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	508.22
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	BAGGIES FOR CASH DRAWER	7.47
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	ANTI-FATIGUE MAT	43.43
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	WALTERS BOOTS	92.30
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	NELSON PANTS	145.71
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	PDR STAMPS	153.97
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	YOUTH SERVICES SUPPLIES	31.98
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	EVERY 15 MINUTES SUPPLIES	9.10
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	EVERY 15 MINUTES SUPPLIES	216.12
Total amount by Department							\$ 2,646.21
075 POLICE DEPT. - INTERGOVERNMENTAL							
	133469	11/23/2016	03000	BENTON COUNTY SHERIFF	in	CUSTODY/WORK CREW/MEDICAL	179,907.87
	133529	11/23/2016	02608	KENNEWICK EMERGENCY PHYSICIANS I	in	PRISONER MEDICAL	1,527.00
	133532	11/23/2016	05291	KENNEWICK RADIOLOGY GROUP PC	in	PRISONER MEDICAL	136.00
	133592	11/23/2016	00249	TRIOS HOSPITAL	in	PRISONER MEDICAL	1,686.28
Total amount by Department							\$ 183,257.15
076 POLICE DEPT - PROFESSIONAL STANDARDS							
	133505	11/23/2016	08227	ED ROEHR SAFETY PRODUCTS CO ED RC	in	QUARTERMASTER - HOWARD	469.20
	133514	11/23/2016	03824	GALLS AN ARAMARK CO LLC	in	QUARTERMASTER SUPPLIES	203.35
	133514	11/23/2016	03824	GALLS AN ARAMARK CO LLC	in	QUARTERMASTER - STANLEY	143.33
	133531	11/23/2016	01931	KENNEWICK POLICE DEPARTMENT	in	ADMIN PETTY CASH	28.24
	133551	11/23/2016	08583	NORTHWEST LAW ENFORCEMENT CONS	in	POLO SHIRTS	955.68
T	300272	11/23/2016	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	263.49
Total amount by Department							\$ 2,063.29
081 FIRE DEPT. - ADMINISTRATION							
	133452	11/23/2016	00730	ADVANCE TRAVEL EXPENSE	in	REIMBURSE ADVANCE TRAVEL	243.60
	133458	11/23/2016	05681	AMERIGAS PROPANE LP	in	PROPANE - STATION 4	29.87
	133458	11/23/2016	05681	AMERIGAS PROPANE LP	in	PROPANE - STATION 2	51.52
	133597	11/23/2016	04764	UNITED PARCEL SERVICE	in	SHIPPING	11.41
	133607	11/23/2016	00258	WASHINGTON FIRE CHIEFS	in	KFD MEMBERSHIP DUES - WA FIRE CHIEF	625.00
T	300272	11/23/2016	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	76.32
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	STATION OPERATING SUPPLIES: BRIGHTO	113.48
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	STATION OPERATING SUPPLIES: 3M SCOT	4.11
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	STATION OPERATING SUPPLIES: COTTON	29.04
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	STATION 2 OPERATING SUPPLIES: LIME, C	4.78

City of Kennewick

Claims Roster

11/12/2016 - 11/23/2016

Accounting Period

2016

	Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	HOTEL FOR FIRST RESPONDERS GRANT V	159.89
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	STATION OPERATING SUPPLIES: LIM, CAL	4.78
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	SHEET OF 100 REFLECTIVE PROPERTY TA	48.33
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	STATION OPERATING SUPPLIES: GEORGIA	162.05
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	STATION OPERATING SUPPLIES: BATTER	75.89
Total amount by Department							\$ 1,640.07
082 FIRE DEPT. - SUPPRESSION							
	133446	11/23/2016	00552	10TH AVENUE CLEANERS	in	SEW PATCHES	22.81
	133446	11/23/2016	00552	10TH AVENUE CLEANERS	in	HEM PANTS	5.43
	133446	11/23/2016	00552	10TH AVENUE CLEANERS	in	SEW PATCHES	11.41
	133461	11/23/2016	01568	ATOMIC SCREEN PRINT & EMBROIDERY	in	KFD SHIRTS & 1/4 ZIPS SCREEN & EMBRO	618.75
	133552	11/23/2016	05059	NORTHWEST SAFETY CLEAN	in	TURNOUT CLEANING/REPAIRS	969.37
	133552	11/23/2016	05059	NORTHWEST SAFETY CLEAN	in	TURNOUT CLEANING/REPAIRS	953.52
	133552	11/23/2016	05059	NORTHWEST SAFETY CLEAN	in	TURNOUT CLEANING/REPAIRS	619.85
	133552	11/23/2016	05059	NORTHWEST SAFETY CLEAN	in	TURNOUT CLEANING/REPAIRS	1,135.53
	133556	11/23/2016	07831	ON SCENE MEDICAL SERVICES PC	in	MEDICAL SERVICES	1,974.00
T	300272	11/23/2016	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	243.45
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	OFFICE SUPPLIES - STATION 5 LABELING	29.32
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	BUSINESS CARDS FOR CAPTAIN JAKE VA	16.27
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	HOTEL - KANDLE BOISE TRAINING	223.74
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	CONES	95.99
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	CONES	285.62
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	BUSINESS CARDS FOR CAPTAIN ANDY FI	16.27
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	2-PK TARPS (QTY. 10) + \$3.58 HANDLING F	242.70
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	BUSINESS CARDS FOR CAPTAIN CHRIS FI	16.27
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	TRAC-VAULT BT SMART L - SUPRA BOXES	2,009.58
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	CONVERTER FOR LAPTOP	27.15
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	BOSTON LEATHER RADIO HOLDER	85.90
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	RLNN4884 800MHZ VEHICLE CHARGER; 3	38.00
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	CARRY CASE FOR JUMP N CARRY	11.08
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	BOSTON LEATHER RADIO STRAP	63.76
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	FLOOR CREEPER	55.60
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	CYCLOPS SPOTLIGHTS	179.40
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	TIRE GAUGE (QTY. 1) & TIRE DEPTH GAU	53.18
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	AIR HOSE FITTINGS	14.09
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	FIRE ENGINEERING MAGAZINES	99.75
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	FIRE RESCUE MAGAZINE -ALL STATIONS	220.00

City of Kennewick

Claims Roster

11/12/2016 - 11/23/2016

Accounting Period

2016

	Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	PICTURE FRAMES FOR DONATED 911 ME	45.58
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	BOSTON LEATHER ANTI-SWAY STRAP + \$:	20.78
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	FIREHOUSE MAGAZINE	104.00
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	MONTHLY SOFTWARE FEE LIBIB	6.00
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	CREDIT - REFUNDED COST FOR PRIME MI	-107.51
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	3/8" AIR HOSE & HOSE ACCESSORIES	48.84
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	ANYMEETING MONTHLY FEE	18.00
Total amount by Department							\$ 10,473.48
083 FIRE PREVENTION & INVESTIGATION							
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	OFFICE SUPPLIES	8.68
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	FIRE INVESTIGATION CAMERA	662.94
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	ICC CERTIFICATION RENEWAL - TERPEN	80.00
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	OFFICE FILING SUPPLIES	97.54
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	OFFICE SUPPLIES	106.34
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	FIRE INVESTIGATION CAMERA EQUIPME	1,950.45
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	REBATE/REFUND FROM FIRE INVESTIGA	-50.00
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	OFFICE SUPPLIES	6.52
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	OFFICE SUPPLY RETURN	-17.37
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	IPAD AIR SCREEN REPLACEMENT - LINC	162.45
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	NFPA 13 CODE BOOK FOR PLAN REVIEW I	118.85
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	PREVENTION MATERIAL - PREVENTING P	276.93
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	USB BLUETOOTH ADAPTER AND BLUETC	53.14
Total amount by Department							\$ 3,456.47
090 ENGINEERING							
	133526	11/23/2016	00529	INTERMOUNTAIN MATERIAL TESTING	in	TESTING SERVICES	202.50
	133548	11/23/2016	03962	MUNICIPAL SVCS PETTY CASH	in	PETTY CASH FUND	14.39
	133583	11/23/2016	02536	STAPLES BUSINESS ADVANTAGE STAPLE	in	OFFICE SUPPLIES	34.13
T	300272	11/23/2016	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	116.37
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	SNAGIT SOFTWARE LICENSE FOR BRUCE	58.30
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	LEADERSHIP SKILLS WEBINAR - STEVE P	75.00
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	NAME BADGES	12.10
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	IACC CONFERENCE - STEVE PLUMMER W	235.00
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	COMMUNITY SERVICE/CUSTOMER ORIEN	75.00
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	HOTEL - BRUCE MILLS - IACC MEETING I	290.96
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	HOTEL FOR STEVE PLUMMER - IACC COI	290.96
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	AMERICAN SOCIETY OF CIVIL ENGINEER	260.00

City of Kennewick

Claims Roster

11/12/2016 - 11/23/2016

Accounting Period

2016

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount \$
Total amount by Department					\$ 1,664.71
101 CORPORATE & COMMUNITY SERVICES					
133452	11/23/2016	00730	ADVANCE TRAVEL EXPENSE	in REIMBURSE ADVANCE TRAVEL	336.46
133479	11/23/2016	05827	CALIPER MANAGEMENT INC	in CALIPER ASSESSMENT	590.00
133500	11/23/2016	06233	DOMAROTSKY JANELLE	in TRAVEL EXPENSES	259.48
133522	11/23/2016	00006	IMPREST PETTY CASH FUND	in PETTY CASH FUND	33.00
133541	11/23/2016	09277	LOURDES OCCUPATIONAL HEALTH	in MEDICAL SERVICES	76.00
133577	11/23/2016	08356	SAVVIO LLC JOSEPH M RASTOVICH	in SYNERGY REPAINT	1,861.57
133586	11/23/2016	08315	TALENTWISE SOLUTIONS LLC	in BACKGROUND CHECKS	330.00
133590	11/23/2016	08573	TRI-CITY HERALD DISPLAY ADS - 449430	in JOB AD	291.00
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in LODGING J DOMAROTSKY	104.53
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in LODGING R CARMICHAEL	120.10
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in SHRM MEMBERSHIP C OSBORN	190.00
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in SHRM MEMBERSHIP T WALSH	190.00
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in REGIONAL CHAMBER LUNCHEON TERRY	22.00
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in (2) EXTERNAL DVD DRIVES FOR NEW HR	97.72
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in (2) DELL LATITUDE E5570 LAPTOPS FOR F	3,486.79
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in CANDY FOR CAREER FAIR	16.48
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in MEMBERSHIP T WALSH	200.00
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in TO BE REIMBURSED BY AWC -BOARD OF	127.10
Total amount by Department					\$ 8,332.23
113 PARKS DEPT.-RECREATION SERVICES					
133448	11/23/2016	05792	A A R P	in SENIOR CENTER SERVICE	340.00
133455	11/23/2016	05911	AMERICAN BUILDING MAINTENANCE	in SR RENTAL JANITORS	350.00
133470	11/23/2016	00093	BENTON FRANKLIN DISTRICT HEALTH	in HEALTH PERMIT	180.00
133497	11/23/2016	03953	DEL SOL INC	in RENTALS JANITORIAL	320.00
133515	11/23/2016	00721	GIANT NICKEL	in SOUTHRIDGE AD-PG7	177.62
133553	11/23/2016	03700	OFFICE DEPOT INC	in WALL CALENDAR	39.95
133590	11/23/2016	08573	TRI-CITY HERALD DISPLAY ADS - 449430	in HARVEST BAZAAR AD	1,204.08
133595	11/23/2016	03883	U R M CASH & CARRY	in SENIOR CENTER SUPPLIES	68.85
133595	11/23/2016	03883	U R M CASH & CARRY	in WATER	8.64
T 300272	11/23/2016	00167	WA STATE DEPT OF REVENUE	in EXCISE TAX	220.71
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in BASKETS -HARVEST BAZAAR DRAWING	29.82
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in VOLUNTEER PIZZA	90.82
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in DRY CLEANING FOR SR UNIFORMS	24.92
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in FACEBOOK FACE BOOST	57.03

City of Kennewick

Claims Roster

11/12/2016 - 11/23/2016

Accounting Period

2016

	Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	PANDORA MOOD SUBSCRIPTION FOR SR	29.27
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	LOGITEC MOUSE, OFFICE SUPPLIES	103.82
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	KEYBOARD, MOUSE FOR BRANDON LAN	82.18
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	NAME BADGES	46.90
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	MARRIOTT HOTEL - TUSCON, AZ DREW T	728.64
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	HOTEL FOR IAN NAPIER FOR IFEA CONFE	703.64
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	AVIS RENT A CAR FOR IAN NAPIER IFEA C	264.90
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	TASK CHAIR FOR WIGGLES AND GIGGLE	86.87
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	FRAUDULANT CHARGE-REFUND	-165.84
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	EVENT ADVERTISING - HARVEST BAZAAR	15.60
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	NAME TAG, OFFICE SIGN FOR SOUTHRID	73.55
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	NOTEBOOK, WIRELESS MOUSE, BADGE H	22.56
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	KEYBOARD, MOUSE	76.01
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	BASKETBALL EQUIP, BAGS	1,319.50
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	VOLLEYBALL SCRIMMAGE VESTS	610.88
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	DRY ERASE MARKERS	10.30
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	IN/OUT BOARD, MAGNETIC	33.24
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	CORRECTION - SENIOR CENTER FRONT D	318.82
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	FRAUDULANT CHARGE	-22.36
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	FACEBOOK POST BOOST	100.16
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	CORK BULLETIN BOARD	28.83
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	STORAGE BOXES, ENVELOPES, CLIPS, PE	59.89
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	COED 1ST HALF 1ST PLACE, CO ED CHAM	879.66
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	2 NAME BADGES, REC STAFF, EURY, MON	14.12
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	TONER FOR PRINTER (KAREN), CALENDAR	386.89
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	BASKETBALL NETS FOR SR PAVILION	157.24
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	NAME TAGS FOR IAN NAPIER	14.12
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	TABLE CLOTHS, SR EVENTS	114.03
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	MARKETING DOWNLOAD PHOTOS	199.00
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	SR520 FEE TO PASS	12.20
Total amount by Department							\$ 9,417.06
114 PARKS DEPT.-FACILITIES MAINT.							
	133452	11/23/2016	00730	ADVANCE TRAVEL EXPENSE	in	REIMBURSE ADVANCE TRAVEL	99.00
	133455	11/23/2016	05911	AMERICAN BUILDING MAINTENANCE	in	KPD SCHEDULED CLEAN	880.00
	133455	11/23/2016	05911	AMERICAN BUILDING MAINTENANCE	in	SR FLOOR CLEAN OCT.	255.00
	133455	11/23/2016	05911	AMERICAN BUILDING MAINTENANCE	in	KPD 1-4 CARPETS	1,367.23
	133459	11/23/2016	03088	APOLLO MECHANICAL CONTRACTORS A	in	FROST HVAC	152.04

City of Kennewick

Claims Roster

11/12/2016 - 11/23/2016

Accounting Period

2016

	Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
	133459	11/23/2016	03088	APOLLO MECHANICAL CONTRACTORS A	in	DAYTON BLDG HVAC	97.20
	133459	11/23/2016	03088	APOLLO MECHANICAL CONTRACTORS A	in	PURCHASING	242.72
	133459	11/23/2016	03088	APOLLO MECHANICAL CONTRACTORS A	in	KPD HVAC	76.02
	133459	11/23/2016	03088	APOLLO MECHANICAL CONTRACTORS A	in	KPD HVAC	76.02
	133464	11/23/2016	04052	BATTERIES PLUS	in	BATTERIES-WELDING HOOD	2.17
	133471	11/23/2016	00084	BENTON PUD NO. 1	in	ELECTRICITY	15.97
	133471	11/23/2016	00084	BENTON PUD NO. 1	in	ELECTRICITY	116.98
	133476	11/23/2016	03035	BI-STATE OCCUPATIONAL SAFETY & HEA	in	EMPLOYEE MEDICAL SERVICES	120.00
	133489	11/23/2016	01332	COFFEY REFRIGERATION	in	SR CTR DISHWASHER	473.00
	133508	11/23/2016	00166	FARMERS EXCHANGE	in	WEED EATERS	660.27
	133508	11/23/2016	00166	FARMERS EXCHANGE	in	SALES TAX CORRECTION	1.77
	133530	11/23/2016	00078	KENNEWICK INDUSTRIAL & ELEC	in	IRRIGATION REPAIR	42.55
	133530	11/23/2016	00078	KENNEWICK INDUSTRIAL & ELEC	in	VALVE REPAIR	1.46
	133530	11/23/2016	00078	KENNEWICK INDUSTRIAL & ELEC	in	ELECTRIC BOX COVERS	39.10
	133546	11/23/2016	05112	MOON SECURITY SERVICES, INC	in	FIRE MONITOR FS #5	73.46
	133546	11/23/2016	05112	MOON SECURITY SERVICES, INC	in	FIRE MONITOR FS #5	38.00
	133546	11/23/2016	05112	MOON SECURITY SERVICES, INC	in	KPD FIRE PANEL	169.69
	133553	11/23/2016	03700	OFFICE DEPOT INC	in	OFFICE SUPPLES	278.45
	133553	11/23/2016	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	24.74
	133559	11/23/2016	00917	OXARC, INC.	in	SR CTR FIRE SUPPRESS	153.34
	133567	11/23/2016	00310	PROBUILD COMPANY LLC	in	TRUCK BOX	66.93
	133569	11/23/2016	00957	RANCH & HOME INC	in	RESTROOM WINTERIZE	78.00
	133569	11/23/2016	00957	RANCH & HOME INC	in	WINTERIZE RESTROOMS	26.00
	133574	11/23/2016	05006	SAFETY-KLEEN CORPORATION	in	SPILL CLEAN UP COL. PARK	290.00
	133580	11/23/2016	00680	SIERRA ELECTRIC, INC.	in	GRANGE ELEC.	175.93
	133580	11/23/2016	00680	SIERRA ELECTRIC, INC.	in	FROST ELEC.	209.34
	133580	11/23/2016	00680	SIERRA ELECTRIC, INC.	in	FS # 2- ELEC REPAIR	229.21
	133580	11/23/2016	00680	SIERRA ELECTRIC, INC.	in	CP REG VETS MEMORIAL	775.83
	133580	11/23/2016	00680	SIERRA ELECTRIC, INC.	in	CP RESTROOMS	394.50
	133583	11/23/2016	02536	STAPLES BUSINESS ADVANTAGE STAPLE	in	OFFICE SUPPLIES	68.26
	133598	11/23/2016	03564	US LINEN AND UNIFORM	in	LINEN SERVICE	402.80
	133606	11/23/2016	00104	WA STATE LABOR & INDUSTRIES	in	SR ELEVATOR PERMIT	129.00
	133611	11/23/2016	01755	WILBUR-ELLIS COMPANY	in	WEED CONTROL	989.13
	133621	11/23/2016	00083	CASCADE NATURAL GAS	in	NATURAL GAS	600.07
T	300272	11/23/2016	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	10.55
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	YARD OF THE SEASON, SLIDERS	20.63
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	YARD OF THE SEASON PHOTOS	8.67

City of Kennewick

Claims Roster

11/12/2016 - 11/23/2016

Accounting Period

2016

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount \$
Total amount by Department					\$ 9,931.03
120 NON-DEPARTMENTAL					
133459	11/23/2016	03088	APOLLO MECHANICAL CONTRACTORS A	in MID-COL LIB FIREPLACE	114.03
133466	11/23/2016	08297	BENTON CO COMMISSIONERS	in DIST COURT/OPD BILLINGS	94,535.42
133484	11/23/2016	00435	CITY OF PASCO	in ANIMAL CONTROL	20,301.91
133507	11/23/2016	07464	ESTES-CROSS EMILY	in TUITION REIMBURSEMENT	1,470.00
133522	11/23/2016	00006	IMPREST PETTY CASH FUND	in PETTY CASH FUND	42.42
133580	11/23/2016	00680	SIERRA ELECTRIC, INC.	in MID COL LIB ELEC.	87.97
133621	11/23/2016	00083	CASCADE NATURAL GAS	in NATURAL GAS	562.97
T 300271	11/15/2016	00511	WA STATE DEPT OF RETIREMENT SYSTE	in PRIOR SERVICE CONTRIBUTION	217.00
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in EMPLOYEE PANCAKE BREAKFAST SUPPL	431.07
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in EMPLOYEE PANCAKE BREAKFAST SUPPL	240.81
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in EMPLOYEE PANCAKE BREAKFAST AND E	86.49
Total amount by Department					\$ 118,090.09
360 MISCELLANEOUS REVENUE					
T 300272	11/23/2016	00167	WA STATE DEPT OF REVENUE	in EXCISE TAX	3.64
Total amount by Department					\$ 3.64
Total amount by Fund					\$ 408,105.35
101 STREET FUND					
010 STREETS					
133463	11/23/2016	00214	BASIN DEPARTMENT STORE	in OE UNIFORMS	108.59
133476	11/23/2016	03035	BI-STATE OCCUPATIONAL SAFETY & HEA	in EMPLOYEE MEDICAL SERVICES	230.00
133481	11/23/2016	05050	CENTRAL HOSE & FITTINGS INC	in PARTS	62.53
133513	11/23/2016	09431	G & R AG PRODUCTS INC	in PARTS FOR PREWET FITS	9.81
133516	11/23/2016	01413	GOODMAN & MEHLENBACHER, INC.	in REIMBURSEMENT FOR INSURANCE	100.00
133524	11/23/2016	00113	INLAND ASPHALT COMPANY	in COLD MIX FOR STREET CUTS	922.51
133530	11/23/2016	00078	KENNEWICK INDUSTRIAL & ELEC	in ICER PUMP PARTS	17.53
133553	11/23/2016	03700	OFFICE DEPOT INC	in OFFICE SUPPLIES	34.32
133578	11/23/2016	00111	SHARPE & PRESZLER CONSTRUCTION	in REIMB SNOW & ICE INS.	100.00
133587	11/23/2016	07370	THE FAB SHOP LLC	in PRE WET SANDER BOX	7,551.83
T 300272	11/23/2016	00167	WA STATE DEPT OF REVENUE	in EXCISE TAX	11.72
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in OFFICE SUPPLIES	30.82
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in TOOLS FOR SNOW PLOWS	250.49
Total amount by Department					\$ 9,430.15

City of Kennewick

Claims Roster

11/12/2016 - 11/23/2016

Accounting Period

2016

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
020 TRAFFIC						
133447	11/23/2016	00714	3M COMPANY	in	SIGN/STRIPING SUPPLIES	1,143.56
133447	11/23/2016	00714	3M COMPANY	in	SIGN/STRIPING SUPPLIES	1,485.65
133447	11/23/2016	00714	3M COMPANY	in	SIGN/STRIPING SUPPLIES	4,911.43
133471	11/23/2016	00084	BENTON PUD NO. 1	in	ELECTRICITY	1,442.96
133494	11/23/2016	00035	CONSOLIDATED ELECTRICAL DISTRIBUTION	in	TRAFFIC SUPPLIES	386.95
133553	11/23/2016	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	20.58
133553	11/23/2016	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	17.80
133575	11/23/2016	08414	SAFETYLINE	in	HI-VIS FLIGHT JACKET	152.67
133580	11/23/2016	00680	SIERRA ELECTRIC, INC.	in	CONT 16-013 SIGNAL/STREET	370.87
133580	11/23/2016	00680	SIERRA ELECTRIC, INC.	in	CONT 16-013 SIGNAL/STREET	175.93
133580	11/23/2016	00680	SIERRA ELECTRIC, INC.	in	CONT 16-013 SIGNAL/STREET	960.84
133580	11/23/2016	00680	SIERRA ELECTRIC, INC.	in	CONT 16-013 SIGNAL/STREET	162.90
133580	11/23/2016	00680	SIERRA ELECTRIC, INC.	in	CONT 16-013 SIGNAL/STREET	431.69
133580	11/23/2016	00680	SIERRA ELECTRIC, INC.	in	CONT 16-013 SIGNAL/STREET	263.90
133580	11/23/2016	00680	SIERRA ELECTRIC, INC.	in	CONT 16-013 SIGNAL/STREET	1,034.96
133580	11/23/2016	00680	SIERRA ELECTRIC, INC.	in	CONT 16-013 SIGNAL/STREET	49.41
133580	11/23/2016	00680	SIERRA ELECTRIC, INC.	in	CONT 16-013 SIGNAL/STREET	49.41
133580	11/23/2016	00680	SIERRA ELECTRIC, INC.	in	CONT 16-013 SIGNAL/STREET	49.41
133580	11/23/2016	00680	SIERRA ELECTRIC, INC.	in	CONT 16-013 SIGNAL/STREET	49.41
133580	11/23/2016	00680	SIERRA ELECTRIC, INC.	in	CONT 16-013 SIGNAL/STREET	49.41
133580	11/23/2016	00680	SIERRA ELECTRIC, INC.	in	CONT 16-013 SIGNAL/STREET	98.83
133580	11/23/2016	00680	SIERRA ELECTRIC, INC.	in	CONT 16-013 SIGNAL/STREET	214.38
133597	11/23/2016	04764	UNITED PARCEL SERVICE	in	SHIPPING	6.48
T 300272	11/23/2016	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	74.18
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	NOTARY LICENSE, BOND & STAMP RENEW	119.32
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	HOTEL - CEU TRAINING FOR JONATHAN V	208.82
Total amount by Department						\$ 14,088.35
Total amount by Fund						\$ 23,518.50
103 URBAN ARTERIAL STREET FUND						
010 URBAN ARTERIAL DEPARTMENT						
133445	11/18/2016	08667	CEJKA CHRISTOPHER CLINTON	in	ROW	2,870.00
133467	11/23/2016	00034	BENTON COUNTY AUDITOR	in	RECORDING FEES	219.00
133526	11/23/2016	00529	INTERMOUNTAIN MATERIAL TESTING	in	TESTING SERVICES	405.00

City of Kennewick

Claims Roster

11/12/2016 - 11/23/2016

Accounting Period

2016

	Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
	133526	11/23/2016	00529	INTERMOUNTAIN MATERIAL TESTING	in	TESTING SERVICES	2,715.00
	133543	11/23/2016	03083	MACKAY SPOSITO INC	in	PROFESSIONAL SERVICES	5,308.00
	133591	11/23/2016	00172	TRI-CITY HERALD LEGALS - 450496	in	PUBLICATION	253.53
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	SUPPLIES - EDISON STREET RIBBON CUT	48.44
Total amount by Department							\$ 11,818.97
Total amount by Fund							\$ 11,818.97
107 COMMUNITY DEVELOPMENT FUND							
030 CURRENT PROGRAM YEAR							
	133449	11/23/2016	07859	A R C OF TRI-CITIES, THE	in	REIMBURSEMENT	21,600.00
	133483	11/23/2016	00395	CITY OF KENNEWICK	in	REIMBURSEMENT	12,539.00
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	REFUND - HUGHS EVANS HOTEL TERRI W	-646.96
Total amount by Department							\$ 33,492.04
Total amount by Fund							\$ 33,492.04
116 LODGING TAX FUND							
010 LODGING TAX FUND							
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	LOGO NOTE PADS FOR TEAMS CONF.	1,697.84
Total amount by Department							\$ 1,697.84
Total amount by Fund							\$ 1,697.84
117 CRIMINAL JUSTICE SALES TAX FUND							
010 CRIMINAL JUSTICE SALES TAX FUND							
T	300272	11/23/2016	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	134.02
Total amount by Department							\$ 134.02
Total amount by Fund							\$ 134.02
300 CAPITAL IMPROVEMENTS FUND							
010 STREET IMPROVEMENTS							
	133543	11/23/2016	03083	MACKAY SPOSITO INC	in	CONSULTANT AGREEMENT	785.00
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	CLEVIS EYE CONNECTORS FOR GRANGE	53.44
Total amount by Department							\$ 838.44
020 LAND AND FACILITIES							
	133538	11/23/2016	06242	LEGACY LAWN & LANDSCAPE LLC	in	JUNE SERVICES	1,355.33
	133538	11/23/2016	06242	LEGACY LAWN & LANDSCAPE LLC	in	OCTOBER SERVICES	1,355.33

City of Kennewick

Claims Roster

11/12/2016 - 11/23/2016

Accounting Period

2016

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount \$
Total amount by Department					\$ 2,710.66
040 PARK RESERVE					
133465	11/23/2016	08470	BELSON OUTDOORS LLC PLAYCORE WIS	in SOUTHRIDGE TRASH RECEPTACLES	4,053.02
T 300272	11/23/2016	00167	WA STATE DEPT OF REVENUE	in EXCISE TAX	44.38
Total amount by Department					\$ 4,097.40
050 GO BOND 2015B					
133584	11/23/2016	03833	STRIPE RITE INC	in LINE STRIPING-FIRE #5	1,491.08
T 300272	11/23/2016	00167	WA STATE DEPT OF REVENUE	in EXCISE TAX	23.22
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in PORTABLE TEMPERED GLASS MARKER B	348.32
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in MAGNETIC GLASS BOARDS (3'X2', BLACK	820.85
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in 6 SETS OF PC SPEAKERS FOR FIRE STATIC	66.36
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in KPD OFFICE ACRYLIC ROOM SIGNAGE FC	38.01
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in UPOL BED LINER - STATION 5 GATE PAINI	168.82
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in KFD STEEL LOGO FOR STATION 5 GATE	1,064.28
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in 2 X 1 X .120 20' REC TUBE; 1 X 1 X .120	439.53
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in 1 X 1 X .120 20' SQUARE TUBE FOR STATIC	188.52
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in SINGLE SHOT INJECTION SYSTEM FOR ST	526.76
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in BLINDS FOR STATION 5 KITCHEN WINDO'	1,347.51
Total amount by Department					\$ 6,523.26
070 2003B G.O. BOND ISSUE - LTD TAX					
133582	11/23/2016	05324	STANDARD & POOR'S	in RATING SERVICES	13,500.00
Total amount by Department					\$ 13,500.00
900 CAPITAL PURCHASES					
133491	11/23/2016	06375	COMPUNET INC	in REPLACE CORE/FABRIC SWITCH	150.00
133491	11/23/2016	06375	COMPUNET INC	in HARDWARE	6,768.60
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in LOGITECH WIRELESS KEYBOARD/MOUSE	130.74
Total amount by Department					\$ 7,049.34
Total amount by Fund					\$ 34,719.10
401 WATER AND SEWER FUND					
133509	11/23/2016	00086	FERGUSON ENTERPRISES INC	in 3/4 " METERS	669.98
133509	11/23/2016	00086	FERGUSON ENTERPRISES INC	in METERS	27,302.39
133520	11/23/2016	00865	H D FOWLER COMPANY INC	in HYDRANT PARTS	151.31
133520	11/23/2016	00865	H D FOWLER COMPANY INC	in GASKET - METER 1 1/2"	89.05

City of Kennewick

Claims Roster

11/12/2016 - 11/23/2016

Accounting Period

2016

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
133520	11/23/2016	00865	H D FOWLER COMPANY INC	in	METER BOX LIDS	975.50
Total amount by Department						\$ 29,188.23
010 WATER/SEWER OPERATIONS						
133453	11/23/2016	04327	ADVANCED ANALYTICAL SOLUTIONS LI	in	FECAL PERFORMANCE SAMPLE	168.00
133459	11/23/2016	03088	APOLLO MECHANICAL CONTRACTORS A	in	ASR HVAC	403.86
133459	11/23/2016	03088	APOLLO MECHANICAL CONTRACTORS A	in	WTP HVAC REP	413.47
133464	11/23/2016	04052	BATTERIES PLUS	in	BATTERIES	184.14
133471	11/23/2016	00084	BENTON PUD NO. 1	in	ELECTRICITY	1,084.49
133478	11/23/2016	00751	C H DIAGNOSTIC & CONSULTING SERVIC	in	LTZ SAMPLES FOR WTP	750.00
133480	11/23/2016	00555	CASCADE COLUMBIA DISTRIBUTION CO	in	WFP-CHEMICALS	2,895.00
133485	11/23/2016	01516	CITY OF WEST RICHLAND	in	QUAD CITIES WATER REIMB.	939.35
133493	11/23/2016	04853	CONNELL OIL INC DBA 76 DISTRIBUTINC	in	OIL FOR WWTP CLARIFIERS	272.36
133502	11/23/2016	05375	EASTSIDE ELECTRIC	in	AERATOR REPAIR	2,742.15
133506	11/23/2016	00434	EMPIRE RUBBER & SUPPLY INC.	in	MAKE GASKET FOR PUMP	32.84
133508	11/23/2016	00166	FARMERS EXCHANGE	in	STRING TRIMMER ON WHEELS	695.03
133509	11/23/2016	00086	FERGUSON ENTERPRISES INC	in	FIRE HYDRANT REPLACEMENT	147.17
133517	11/23/2016	01775	GRAINGER	in	LIGHT BULBS	131.03
133517	11/23/2016	01775	GRAINGER	in	FUSES OF HVAC	46.07
133519	11/23/2016	07234	GROUNDWATER SOLUTIONS INC DBA GS	in	CONSULTANT AGREEMENT	9,779.94
133520	11/23/2016	00865	H D FOWLER COMPANY INC	in	GASKET	95.57
133521	11/23/2016	01482	HACH COMPANY	in	LAB SUPPLIES	636.53
133521	11/23/2016	01482	HACH COMPANY	in	LAB SUPPLIES	168.98
133526	11/23/2016	00529	INTERMOUNTAIN MATERIAL TESTING	in	TESTING SERVICES	467.50
133528	11/23/2016	04713	J-U-B ENGINEERS INC	in	CONSULTANT AGREEMENT	5,380.00
133530	11/23/2016	00078	KENNEWICK INDUSTRIAL & ELEC	in	REPAIR CHLORINE LEAK	8.69
133535	11/23/2016	00791	LAMPSON INTERNATIONAL LLC	in	CRANE RENTAL	434.40
133542	11/23/2016	03154	M & M BOLT COMPANY, LLC	in	LIFTING UNIT PARTS	33.55
133548	11/23/2016	03962	MUNICIPAL SVCS PETTY CASH	in	PETTY CASH FUND	91.56
133549	11/23/2016	01290	N C L OF WISCONSIN, INC.	in	LAB SUPPLIES	218.08
133553	11/23/2016	03700	OFFICE DEPOT INC	in	OFFICE SUPPLES	182.56
133553	11/23/2016	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	269.30
133553	11/23/2016	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	48.38
133558	11/23/2016	05262	OVERHEAD DOOR COMPANY OF TRI-CIT	in	WATER TREAT PLANT	130.32
133559	11/23/2016	00917	OXARC, INC.	in	CUTTING GLASSES	19.55
133559	11/23/2016	00917	OXARC, INC.	in	NITROGEN FOR ASR	11.04
133560	11/23/2016	06495	P N W S - A W W A PACIFIC NORTHWEST S	in	WWUC DUES	2,000.00
133561	11/23/2016	01040	PARAMOUNT SUPPLY COMPANY	in	VALVES	149.54

City of Kennewick

Claims Roster

11/12/2016 - 11/23/2016

Accounting Period

2016

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
133561	11/23/2016	01040	PARAMOUNT SUPPLY COMPANY	in	AIR FILTERS	50.69
133563	11/23/2016	02941	PHASE 2 ELECTRIC, INC.	in	CONTRACT ELECTRICAL	529.43
133563	11/23/2016	02941	PHASE 2 ELECTRIC, INC.	in	CONTRACT ELECTRICAL	757.49
133564	11/23/2016	08303	PHENOVA INC	in	FECAL PERFORMANCE SAMPLE	177.40
133565	11/23/2016	00329	PLATT ELECTRIC SUPPLY COMPANY	in	FUSES FOR PUMP	423.49
133566	11/23/2016	02443	POWER CITY ELECTRIC, INC.	in	INSTALLATION	1,411.80
133573	11/23/2016	04064	ROSEMOUNT INC.	in	COPLANER PRESSUE TRANSMITTER	5,412.52
133576	11/23/2016	00710	SANDY'S TROPHIES INC	in	OFFICE SUPPLIES	156.38
133583	11/23/2016	02536	STAPLES BUSINESS ADVANTAGE STAPLE	in	OFFICE SUPPLIES	34.12
133595	11/23/2016	03883	U R M CASH & CARRY	in	TISSUE PAPER FOR WTP	19.87
133598	11/23/2016	03564	US LINEN AND UNIFORM	in	LINEN SERVICE	120.68
133599	11/23/2016	00030	VERIZON NORTHWEST	in	AIR CARD FOR CAMERA PROJECT	227.31
133604	11/23/2016	00164	WA STATE DEPARTMENT OF ECOLOGY	in	2017 WASTEWATER OPERATORS	240.00
T 300272	11/23/2016	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	63,311.08
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	OFFICE SUPPLIES	61.32
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	NOTARY LICENSE, BOND & STAMP RENEW	119.32
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	CANCELLED CLASS AND REFUNDED FEE	-305.00
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	CANCELLED CLASS AND REFUNDED FEE	-305.00
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	DEVE/BLDR LUNCHEON	183.29
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	FIRE HYDRANTS: INSTALL, TEST OPERA	305.00
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	FIRE HYDRANTS: INSTALL, TEST OPERA	305.00
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	CISCO 1142 WIRELESS ACCESS POINT FOF	213.10
Total amount by Department						\$ 104,479.74
030 SEWER AREA CHARGE						
133528	11/23/2016	04713	J-U-B ENGINEERS INC	in	CONSULTANT AGREEMENT	24,185.00
Total amount by Department						\$ 24,185.00
Total amount by Fund						\$ 157,852.97
402 MEDICAL SERVICES FUND						
010 MEDICAL SERVICES						
133446	11/23/2016	00552	10TH AVENUE CLEANERS	in	SEW PATCHES	22.80
133446	11/23/2016	00552	10TH AVENUE CLEANERS	in	HEM PANTS	5.43
133446	11/23/2016	00552	10TH AVENUE CLEANERS	in	SEW PATCHES	11.40
133452	11/23/2016	00730	ADVANCE TRAVEL EXPENSE	in	REIMBURSE ADVANCE TRAVEL	243.60
133458	11/23/2016	05681	AMERIGAS PROPANE LP	in	PROPANE - STATION 4	29.84
133458	11/23/2016	05681	AMERIGAS PROPANE LP	in	PROPANE - STATION 2	51.51
133461	11/23/2016	01568	ATOMIC SCREEN PRINT & EMBROIDERY	in	KFD SHIRTS & 1/4 ZIPS SCREEN & EMBRO	618.75

City of Kennewick

Claims Roster

11/12/2016 - 11/23/2016

Accounting Period

2016

	Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
	133540	11/23/2016	08868	LIFE-ASSIST	in	MEDICAL SUPPLIES	76.24
	133540	11/23/2016	08868	LIFE-ASSIST	in	MEDICAL SUPPLIES	48.87
	133540	11/23/2016	08868	LIFE-ASSIST	in	MEDICAL SUPPLIES	1,167.48
	133554	11/23/2016	04458	OFFICE MAX CONTRACT INC.	in	OFFICE SUPPLIES	323.22
	133559	11/23/2016	00917	OXARC, INC.	in	OXYGEN	85.47
	133559	11/23/2016	00917	OXARC, INC.	in	OXYGEN TAGS	16.88
	133559	11/23/2016	00917	OXARC, INC.	in	OXYGEN	67.09
	133600	11/23/2016	00030	VERIZON NORTHWEST	in	LIFE PACK AIR CARDS	103.06
	133607	11/23/2016	00258	WASHINGTON FIRE CHIEFS	in	KFD MEMBERSHIP DUES - WA FIRE CHIEF	625.00
T	300272	11/23/2016	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	5,060.28
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	CISCO 7942 PHONE AND WIRELESS HEAD	168.82
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	STATION OPERATING SUPPLIES: BRIGHT	113.47
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	STATION OPERATING SUPPLIES: 3M SCOT	4.10
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	AMBULANCE BILLING OFFICE FURNITUR	415.94
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	CONVERTER FOR LAPTOP	27.14
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	STATION OPERATING SUPPLIES: COTTON	29.03
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	STATION 2 OPERATING SUPPLIES: LIME, C	4.77
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	BOSTON LEATHER RADIO HOLDER	85.90
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	RLNN4884 800MHZ VEHICLE CHARGER; 3	37.99
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	BOSTON LEATHER RADIO STRAP	63.76
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	HOTEL FOR FIRST RESPONDERS GRANT V	159.89
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	STATION OPERATING SUPPLIES: LIM, CAL	4.77
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	SHEET OF 100 REFLECTIVE PROPERTY TA	48.33
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	STATION OPERATING SUPPLIES: GEORGIA	162.04
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	BOSTON LEATHER ANTI-SWAY STRAP + \$:	20.77
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	STATION OPERATING SUPPLIES: BATTERI	75.89
Total amount by Department							\$ 9,979.53
Total amount by Fund							\$ 9,979.53
403 BUILDING SAFETY FUND							
010 BUILDING SAFETY							
T	300272	11/23/2016	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	8.90
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	DEVE/BLDR LUNCHEON	183.29
Total amount by Department							\$ 192.19
Total amount by Fund							\$ 192.19
405 STORMWATER UTILITY FUND							

City of Kennewick

Claims Roster

11/12/2016 - 11/23/2016

Accounting Period

2016

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
010 STORMWATER						
	133457	11/23/2016	02396	AMERICAN ROCK PRODUCTS INC.	in CDF TO FIX STORM PIPE	835.68
	133527	11/23/2016	03363	JIM'S PACIFIC GARAGES INC	in WHEEL CHOCK'S	24.70
	133553	11/23/2016	03700	OFFICE DEPOT INC	in OFFICE SUPPLIES	13.29
	133585	11/23/2016	04402	SUN RENTAL CENTER DM BUILDING CO	in LADDERS	42.90
T	300272	11/23/2016	00167	WA STATE DEPT OF REVENUE	in EXCISE TAX	1,539.02
Total amount by Department						\$ 2,455.59
Total amount by Fund						\$ 2,455.59
501 EQUIPMENT RENTAL FUND						
	133550	11/23/2016	08875	NAPA PASCO AUTO PARTS	in INVENTORY	221.95
	133610	11/23/2016	00885	WESTERN INTEGRATED TECH	in BREATHER	80.11
T	300272	11/23/2016	00167	WA STATE DEPT OF REVENUE	in EXCISE TAX	17.22
Total amount by Department						\$ 319.28
010 EQUIPMENT RENTAL						
	133454	11/23/2016	07305	ALL POINTS LOCKSMITH COMPANY	in LOCKSMITH-SEIZURE VEHICLES	152.08
	133462	11/23/2016	08622	AVILA JOSE	in TRAVEL EXPENSES	500.00
	133481	11/23/2016	05050	CENTRAL HOSE & FITTINGS INC	in FITTING FOR VEHICLE 0154	13.53
	133490	11/23/2016	01310	COLEMAN OIL COMPANY	in COLUMBIA PARK MOWER FUEL	250.25
	133499	11/23/2016	00601	DIRECT AUTOMOTIVE DISTRIBUTING	in BATTERY (RETURNED)	92.39
	133499	11/23/2016	00601	DIRECT AUTOMOTIVE DISTRIBUTING	in CREDIT-BATTERY RETURN	-92.39
	133499	11/23/2016	00601	DIRECT AUTOMOTIVE DISTRIBUTING	in BATTERY FOR VEH. C050	59.43
	133499	11/23/2016	00601	DIRECT AUTOMOTIVE DISTRIBUTING	in CORE RETURN-VEH. C050	-7.00
	133508	11/23/2016	00166	FARMERS EXCHANGE	in HARDWARE FOR VEHICLE P045	3.33
	133527	11/23/2016	03363	JIM'S PACIFIC GARAGES INC	in WASH/WIPE CONTROLLER-VEH. 0252	98.15
	133539	11/23/2016	08933	LES SCHWAB TIRE CENTER	in FLAT REPAIR-VEHICLE 0222	27.15
	133542	11/23/2016	03154	M & M BOLT COMPANY, LLC	in NUTS & BOLTS-VEH. 2802	25.99
	133542	11/23/2016	03154	M & M BOLT COMPANY, LLC	in NUTS & BOLTS-VEH. 2802	22.02
	133544	11/23/2016	02357	MCCURLEY CHEVROLET INC	in PARTS-VEHICLE 0010	51.98
	133550	11/23/2016	08875	NAPA PASCO AUTO PARTS	in FUEL FILTER-VEHICLE 0142	5.46
	133550	11/23/2016	08875	NAPA PASCO AUTO PARTS	in THERMOSTAT-VEHICLE 2105	39.20
	133562	11/23/2016	06241	PASCO TIRE FACTORY INC	in WHEEL INSTALL-VEHICLE 0223	404.53
	133562	11/23/2016	06241	PASCO TIRE FACTORY INC	in WHEEL INSTALL-VEHICLE 2512	404.53
	133562	11/23/2016	06241	PASCO TIRE FACTORY INC	in WHEEL INSTALL- VEHICLE 0229	461.01
	133562	11/23/2016	06241	PASCO TIRE FACTORY INC	in WHEEL INSTALL-VEHICLE 0228	461.01

City of Kennewick

Claims Roster

11/12/2016 - 11/23/2016

Accounting Period

2016

	Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
	133569	11/23/2016	00957	RANCH & HOME INC	in	JACK SWIVEL-VEHICLE 0416	48.86
	133570	11/23/2016	05903	RATTLESNAKE MOUNTAIN HARLEY-DAV	in	FRONT TIRE & 24K SVC-VEH 7235	889.14
	133570	11/23/2016	05903	RATTLESNAKE MOUNTAIN HARLEY-DAV	in	TIRES & SVC-VEHICLE 7336	1,399.25
	133572	11/23/2016	03691	RMT EQUIPMENT	in	WIRING HARNESS-VEH. C050	213.19
	133593	11/23/2016	09405	TRUCK PRO LLC SIX STATES	in	PART FOR VEH. 0154	18.38
	133593	11/23/2016	09405	TRUCK PRO LLC SIX STATES	in	AIR FITTINGS-VEHICLE 0154	53.69
	133594	11/23/2016	04283	TURF STAR INC	in	HARDWARE-VEHICLE 0381	28.67
	133598	11/23/2016	03564	US LINEN AND UNIFORM	in	LINEN SERVICE	99.57
	133621	11/23/2016	00083	CASCADE NATURAL GAS	in	NATURAL GAS	39.64
T	300272	11/23/2016	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	122.10
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	MECHANIC CREWLEADER INTERVIEW PA	75.00
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	LICENSING/REGISTRATION OF VEHICLE 5	40.75
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	PROCESSING FEE FOR LICENSING/REGIS	2.00
Total amount by Department							\$ 6,002.89
390 OTHER FINANCING SOURCES							
T	300272	11/23/2016	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	113.95
Total amount by Department							\$ 113.95
Total amount by Fund							\$ 6,436.12
502 CENTRAL STORES FUND							
	133588	11/23/2016	00367	TRAFFIC SAFETY SUPPLY CO INC	in	SAFETY VESTS	286.70
	133588	11/23/2016	00367	TRAFFIC SAFETY SUPPLY CO INC	in	SAFETY VESTS	356.75
T	300272	11/23/2016	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	139.91
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	CREDIT FOR 1 REPLACEMENT UNIT OF PI	-11.50
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	1 REPLACEMENT UNIT OF PINE-SOL FROM	11.50
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	PURCHASE OF INVENTORY ITEMS - SOS P	407.15
Total amount by Department							\$ 1,190.51
010 CENTRAL STORES							
	133450	11/23/2016	01526	ABADAN	in	KIP 860 WIDE FORMATS - FROST & CITY H	291.15
	133450	11/23/2016	01526	ABADAN	in	BIZHUB C368 CITY ATTORNEY	64.44
	133450	11/23/2016	01526	ABADAN	in	BIZHUB C3110 STATION 5	23.15
	133537	11/23/2016	06743	LEAF CAPITAL FUNDING LLC	in	C454E COPIER RENTAL - CITY HALL	207.29
	133537	11/23/2016	06743	LEAF CAPITAL FUNDING LLC	in	C368 COPIER RENTAL - CITY ATTORNEY	166.17
Total amount by Department							\$ 752.20

City of Kennewick

Claims Roster

11/12/2016 - 11/23/2016

Accounting Period

2016

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
Total amount by Fund						\$ 1,942.71
503 RISK MANAGEMENT FUND						
010 RISK MANAGEMENT						
133452	11/23/2016	00730	ADVANCE TRAVEL EXPENSE	in	REIMBURSE ADVANCE TRAVEL	66.00
133476	11/23/2016	03035	BI-STATE OCCUPATIONAL SAFETY & HEALTH	in	EMPLOYEE MEDICAL SERVICES	565.00
133512	11/23/2016	00409	FRONTIER FENCE INC	in	REPAIR OF FENCE DAMAGED BY MOTOR	3,179.81
133523	11/23/2016	03667	INDUSTRIAL HEARING SERVICES INC	in	ANNUAL HEARING TESTING	1,275.00
133557	11/23/2016	06997	OSBORN COREY	in	TRAVEL EXPENSES	86.40
133580	11/23/2016	00680	SIERRA ELECTRIC, INC.	in	CROSSWALK SIGNAL REPAIR	3,565.86
133580	11/23/2016	00680	SIERRA ELECTRIC, INC.	in	POLE REPAIR-QUINAULT/UNION	835.56
T 300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	SAFETY COORDINATOR EXAM FEE (CSP8)	350.00
Total amount by Department						\$ 9,923.63
Total amount by Fund						\$ 9,923.63
611 FIREMEN'S PENSION FUND						
010 FIREMEN'S PENSION						
133473	11/23/2016	04065	BERNA LETA	in	LEOFF 1 PENSION	282.48
133487	11/23/2016	00127	CLEAVENGER, BUDDY L	in	LEOFF 1 PENSION	860.46
133492	11/23/2016	00128	COMSTOCK, WILLIAM J	in	LEOFF 1 PENSION	694.31
133496	11/23/2016	00121	DEINES, JAMES I	in	LEOFF 1 PENSION	2,419.66
133503	11/23/2016	05685	ECKERT NANCY	in	LEOFF 1 PENSION	1,259.97
133518	11/23/2016	00122	GRAVES, DONALD E	in	LEOFF 1 PENSION	2,128.57
133568	11/23/2016	06700	PURDY PAULA	in	LEOFF 1 PENSION	804.41
133571	11/23/2016	00145	REMUS, LARRY J	in	LEOFF 1 PENSION	810.49
133579	11/23/2016	00148	SHAW, LEONARD	in	LEOFF 1 PENSION	590.14
133581	11/23/2016	00150	SLEATER, LARRY L	in	LEOFF 1 PENSION	1,260.00
133601	11/23/2016	00152	VICKERMAN THOMAS	in	LEOFF 1 PENSION	453.92
133612	11/23/2016	00154	WILLEBY, DONALD R	in	LEOFF 1 PENSION	656.47
Total amount by Department						\$ 12,220.88
Total amount by Fund						\$ 12,220.88
612 OPEB TRUST FUND						
010 OPEB TRUST FUND						
133554	11/23/2016	04458	OFFICE MAX CONTRACT INC.	in	OFFICE SUPPLIES	11.29
Total amount by Department						\$ 11.29

City of Kennewick

Claims Roster

11/12/2016 - 11/23/2016

Accounting Period

2016

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount \$
Total amount by Fund					\$ 11.29
642 METRO DRUG FORFEITURE FUND					
010 NONE					
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR in OFFICE SUPPLIES	73.87
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR in MONTHLY SERVICE CHARGE	15.99
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR in PENDING CREDIT TO BE RECEIVED. CHA	120.67
T	300273	11/21/2016	05000	COMMERCIAL CARD SOLUTIONS JP MOR in OFFICE SUPPLIES	32.94
Total amount by Department					\$ 243.47
Total amount by Fund					\$ 243.47

City of Kennewick
Claims Roster

11/12/2016 - 11/23/2016

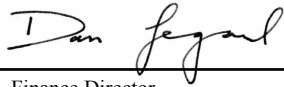
Accounting Period

2016

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount \$
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Grand Total:					<u>\$ 714,744.20</u>
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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 133395 through 133621	\$ 589,876.87
Wire transfer number 300271	217.00
Wire transfer number 300272	72,754.62
Wire transfer number 300273	51,895.71

Total	<u>\$ 714,744.20</u>
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The above total excludes checks written for payment of refunds and collected amounts due to other entities.

Exceptions:

Council Agenda Coversheet



Agenda Item Number	3.b.(2)	Council Date	01/03/2017
Agenda Item Type	General Business Item		
Subject	Claims Roster		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

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

Recommendation

That Council approve the Claims Roster.

Motion for Consideration

I move to approve the Claims Roster dated December 9, 2016, in the amount of \$ 2,118,127.10 and comprised of check numbers 133622 through 133813 and wire transfer number 300274.

Summary

The payments on this Claims Roster are comprised of the following issued 11/24/16 through 12/09/16:

Check numbers 133622 through 133813	\$ 1,933,323.00
Wire transfer number 300274	184,804.10

Total	\$ 2,118,127.10

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

Alternatives

None.

Fiscal Impact

\$ 2,118,127.10.

Through

Lynne Brown
Dec 14, 09:38:21 GMT-0800 2016

Dept Head Approval

Dan Legard
Dec 14, 11:57:09 GMT-0800 2016

City Mgr Approval

Marie Mosley
Dec 28, 16:39:56 GMT-0800 2016

Attachments: Claims Roster

☐ Recording
Required?

City of Kennewick
Claims Roster

11/24/2016 - 12/9/2016

Accounting Period

2016

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
001 GENERAL FUND						
010 CITY COUNCIL						
133635	12/09/2016	00730	ADVANCE TRAVEL EXPENSE	in	REIMBURSE ADVANCE TRAVEL	893.71
133706	12/09/2016	00006	IMPREST PETTY CASH FUND	in	PETTY CASH	50.00
133777	12/09/2016	02817	THREE RIVERS CONVENTION CTR	in	BOARDS & COMMISSIONS BANQUET	5,293.46
133783	12/09/2016	03699	TRI-CITY AREA CHAMBER OF COMMERC	in	CHAMBER LUNCHEON	22.00
Total amount by Department						\$ 6,259.17
020 CITY MANAGER						
133708	12/09/2016	05158	INSIDE TRADER LLC CARTRIDGE WORLI	in	TONER CARTRIDGE	121.62
133783	12/09/2016	03699	TRI-CITY AREA CHAMBER OF COMMERC	in	CHAMBER LUNCHEON	22.00
133792	12/09/2016	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	83.90
Total amount by Department						\$ 227.52
034 SUPPORT SERVICES - INFO SYSTEMS						
133671	12/09/2016	03344	CONSOLIDATED TECHNOLOGY SVCS	in	SCAN CHARGES	319.10
133692	12/09/2016	05471	FRONTIER COMMUNICATIONS NW INC	in	TELEPHONE SVC	6,748.21
133692	12/09/2016	05471	FRONTIER COMMUNICATIONS NW INC	in	SWIM POOL PAY PHONE	73.90
133692	12/09/2016	05471	FRONTIER COMMUNICATIONS NW INC	in	PHONE LINE SERVICE	74.22
133732	12/09/2016	08210	MOBILEGUARD INC	in	NET GUARD	576.00
133752	12/09/2016	01817	RADIO SERVICE COMPANY INC	in	SITE RENTAL CHARGES	150.00
133776	12/09/2016	00008	TELCO WIRING & REPAIR INC	in	BROADBAND SERVICE	2,965.00
133792	12/09/2016	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	724.20
Total amount by Department						\$ 11,630.63
041 CITY CLERK						
133784	12/09/2016	00172	TRI-CITY HERALD LEGALS - 450496	in	PUBLICATION	66.74
Total amount by Department						\$ 66.74
042 LEGAL SERVICES						
133751	12/09/2016	03467	PRONTO PROCESS SERVICE, INC	in	NOV MESSENGER SERVICE	40.00
133792	12/09/2016	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	176.52
Total amount by Department						\$ 216.52
050 CIVIL SERVICE						
133746	12/09/2016	07831	ON SCENE MEDICAL SERVICES PC	in	MEDICAL SERVICES	720.00
Total amount by Department						\$ 720.00
061 CODE ENFORCEMENT						
133691	12/09/2016	05716	FLEETMATICS USA, LLC	in	VEHICLE TRACKING	65.16

City of Kennewick

Claims Roster

11/24/2016 - 12/9/2016

Accounting Period

2016

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
133792	12/09/2016	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	139.92
Total amount by Department						\$ 205.08
062 LONG RANGE PLANNING						
133744	12/09/2016	05805	OFFICES OF SHARON RICE HEARING EX/	in	AMENDED DECISION ON REMAND	80.00
133784	12/09/2016	00172	TRI-CITY HERALD LEGALS - 450496	in	LEGAL PUBLICATION - DNS FOR ED 16-27	210.10
133784	12/09/2016	00172	TRI-CITY HERALD LEGALS - 450496	in	LEGAL AD - NOPH COZ 16-01	108.76
133784	12/09/2016	00172	TRI-CITY HERALD LEGALS - 450496	in	LEGAL AD - NOPH ZOA 16-06	106.29
133784	12/09/2016	00172	TRI-CITY HERALD LEGALS - 450496	in	NOPH PP 16-04 THE PARKS	252.12
133792	12/09/2016	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	40.01
Total amount by Department						\$ 797.28
063 ECONOMIC & BUSINESS DEVELOPMENT						
133661	12/09/2016	00100	CITY OF RICHLAND	in	ICSC 2016 BOOTH EXPENSES	2,544.66
133716	12/09/2016	05428	KHQ, INC DBA KHQ, KNDO, KNDU, SWX	in	HOLIDAY AD	785.00
133785	12/09/2016	03736	TRIDEC	in	PICTURES FOR EEC & RC	97.74
133790	12/09/2016	03564	US LINEN AND UNIFORM	in	TABLECLOTHS	65.86
133792	12/09/2016	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	83.67
Total amount by Department						\$ 3,576.93
071 POLICE DEPT. - ADMINISTRATION						
133692	12/09/2016	05471	FRONTIER COMMUNICATIONS NW INC	in	TELEPHONE SVC	189.10
133789	12/09/2016	04764	UNITED PARCEL SERVICE	in	SHIPPING	17.16
133789	12/09/2016	04764	UNITED PARCEL SERVICE	in	SHIPPING	22.44
Total amount by Department						\$ 228.70
072 POLICE DEPT.- CRIMINAL INVESTIGATION						
133729	12/09/2016	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
133729	12/09/2016	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
133729	12/09/2016	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
133729	12/09/2016	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	178.05
133729	12/09/2016	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	122.67
133779	12/09/2016	07228	TRANSUNION RISK ALTERNATIVE DATA	in	PEOPLE SEARCH	113.00
Total amount by Department						\$ 576.47
073 POLICE DEPT. - PATROL						
133659	12/09/2016	05195	CENTRAL LAKE ARMOR EXPRESS INC	in	BODY ARMOR	3,814.81
133663	12/09/2016	04542	COCA-COLA BOTTLING COMPANY OF TR	in	WATER	120.00
133677	12/09/2016	09827	DAY WIRELESS SYSTEMS	in	RADIO MAINTENANCE	336.66
133677	12/09/2016	09827	DAY WIRELESS SYSTEMS	in	RADIO MAINTENANCE	336.66

City of Kennewick

Claims Roster

11/24/2016 - 12/9/2016

Accounting Period

2016

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
133719	12/09/2016	07266	L TRON CORP	in	BARCODE IMAGER KITS	777.00
133729	12/09/2016	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
133729	12/09/2016	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
133729	12/09/2016	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
133729	12/09/2016	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
133753	12/09/2016	00957	RANCH & HOME INC	in	K-9 SUPPLIES	119.44
133753	12/09/2016	00957	RANCH & HOME INC	in	K-9 SUPPLIES	84.69
133792	12/09/2016	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	2,072.08
133794	12/09/2016	03997	VISTA VETERINARY HOSPITAL INC	in	K-9 MEDICAL	105.95
Total amount by Department						\$ 7,984.29
074 POLICE DEPT. - STAFF SERVICES						
133638	12/09/2016	03088	APOLLO MECHANICAL CONTRACTORS A	in	HVAC MAINT	23.89
133649	12/09/2016	04965	BETTENDORF'S PRINTING & DESIGN	in	BUSINESS CARDS	54.30
133727	12/09/2016	06923	MAYNARD RANDY	in	TRAVEL EXPENSES	412.19
133770	12/09/2016	02536	STAPLES BUSINESS ADVANTAGE STAPLE	in	OFFICE SUPPLIES	294.63
133770	12/09/2016	02536	STAPLES BUSINESS ADVANTAGE STAPLE	in	OFFICE SUPPLIES	135.16
133770	12/09/2016	02536	STAPLES BUSINESS ADVANTAGE STAPLE	in	OFFICE SUPPLIES	242.83
133795	12/09/2016	01433	W A S P C - WA ASSOC SHERIFF & POLICE	in	WASPC CONFERENCE	600.00
Total amount by Department						\$ 1,763.00
075 POLICE DEPT. - INTERGOVERNMENTAL						
133692	12/09/2016	05471	FRONTIER COMMUNICATIONS NW INC	in	TELEPHONE SVC	115.23
133792	12/09/2016	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	2,072.27
Total amount by Department						\$ 2,187.50
076 POLICE DEPT - PROFESSIONAL STANDARDS						
133648	12/09/2016	00084	BENTON PUD NO. 1	in	WATER BOOSTERS	26.56
133786	12/09/2016	02861	TROPHY SHOPPE, THE	in	CHIPS PLAQUE AWARD	43.44
Total amount by Department						\$ 70.00
081 FIRE DEPT. - ADMINISTRATION						
133637	12/09/2016	05681	AMERIGAS PROPANE LP	in	TANK RENTAL - STATION 4	51.59
133789	12/09/2016	04764	UNITED PARCEL SERVICE	in	SHIPPING	9.10
133789	12/09/2016	04764	UNITED PARCEL SERVICE	in	SHIPPING	7.00
Total amount by Department						\$ 67.69
082 FIRE DEPT. - SUPPRESSION						
133630	12/09/2016	00552	10TH AVENUE CLEANERS	in	SEW PATCHES	11.41
133630	12/09/2016	00552	10TH AVENUE CLEANERS	in	SEW PATCHES	12.22

City of Kennewick

Claims Roster

11/24/2016 - 12/9/2016

Accounting Period

2016

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
133630	12/09/2016	00552	10TH AVENUE CLEANERS	in	SEW PATCHES	7.06
133630	12/09/2016	00552	10TH AVENUE CLEANERS	in	TAILOR UNIFORM - OSBORN	43.44
133630	12/09/2016	00552	10TH AVENUE CLEANERS	in	HEM PANTS - OSBORN	5.43
133635	12/09/2016	00730	ADVANCE TRAVEL EXPENSE	in	REIMBURSE ADVANCE TRAVEL	540.80
133651	12/09/2016	05823	BLUMENTHAL UNIFORM & EQUIPMENT	in	EXTRA LONG UNIFORM SHIRTS	593.15
133706	12/09/2016	00006	IMPREST PETTY CASH FUND	in	PETTY CASH	51.70
133746	12/09/2016	07831	ON SCENE MEDICAL SERVICES PC	in	MEDICAL SERVICES	119.00
133752	12/09/2016	01817	RADIO SERVICE COMPANY INC	in	RADIO REPAIR	112.94
133753	12/09/2016	00957	RANCH & HOME INC	in	STATION BOOTS -TATE	112.51
133792	12/09/2016	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	1,013.92
133797	12/09/2016	01033	WASHINGTON STATE PATROL	in	FIRE OFFICER 2 TRAINING - HUTSELL	545.00
Total amount by Department						\$ 3,168.58
090 ENGINEERING						
133647	12/09/2016	00014	BENTON COUNTY TREASURER	in	GIS IMAGES	9.00
133665	12/09/2016	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	COLUMBIA BASIN ICE INVOICE	22.24
133743	12/09/2016	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	25.38
133770	12/09/2016	02536	STAPLES BUSINESS ADVANTAGE STAPLE	in	OFFICE SUPPLIES	103.53
133770	12/09/2016	02536	STAPLES BUSINESS ADVANTAGE STAPLE	in	OFFICE SUPPLIES	10.63
133792	12/09/2016	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	360.96
Total amount by Department						\$ 531.74
101 CORPORATE & COMMUNITY SERVICES						
133723	12/09/2016	09277	LOURDES OCCUPATIONAL HEALTH	in	MEDICAL SERVICES	76.00
133741	12/09/2016	01030	NAVIA BENEFIT SOLUTIONS	in	FLEX PLAN SERVICES	319.55
133781	12/09/2016	05379	TRI CITIES HISPANIC CHAMBER OF COM	in	SEPT LUNCHEON	20.00
133783	12/09/2016	03699	TRI-CITY AREA CHAMBER OF COMMERC	in	CHAMBER LUNCHEON	32.00
133792	12/09/2016	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	83.67
133799	12/09/2016	07879	WESLEY GROUP, THE.	in	PROFESSIONAL SERVICES	1,125.00
Total amount by Department						\$ 1,656.22
113 PARKS DEPT.-RECREATION SERVICES						
133627	12/01/2016	06993	DESJARDINS SHAUN	in	MARTIAL ARTS - NOVEMBER	1,275.00
133636	12/09/2016	08444	ALL ABOUT EMBROIDERY KATHLEEN A	in	FRONT DESK UNIFORMS	303.97
133636	12/09/2016	08444	ALL ABOUT EMBROIDERY KATHLEEN A	in	STAFF SHIRTS	131.36
133736	12/09/2016	06624	MOUNT'S LOCK, KEY & ENGRAVING INC	in	KEY REPLACEMENTS	8.47
133739	12/09/2016	08438	NAPIER IAN	in	MILEAGE	49.14
133783	12/09/2016	03699	TRI-CITY AREA CHAMBER OF COMMERC	in	CHAMBER LUNCHEON	44.00
133792	12/09/2016	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	157.83

City of Kennewick

Claims Roster

11/24/2016 - 12/9/2016

Accounting Period

2016

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount \$
Total amount by Department					\$ 1,969.77
114 PARKS DEPT.-FACILITIES MAINT.					
133633	12/09/2016	08623	ACE SALES & SERVICE INC	in PORT O LETS	120.99
133638	12/09/2016	03088	APOLLO MECHANICAL CONTRACTORS A	in HVAC MAINT	2,454.86
133638	12/09/2016	03088	APOLLO MECHANICAL CONTRACTORS A	in FS #2- HVAC	114.03
133643	12/09/2016	01245	BEACON ATHLETICS	in BALL FIELD TAMPS	301.60
133648	12/09/2016	00084	BENTON PUD NO. 1	in ELECTRICITY	22.13
133648	12/09/2016	00084	BENTON PUD NO. 1	in CITY FACILITIES	12,246.84
133648	12/09/2016	00084	BENTON PUD NO. 1	in CITY PARKS	268.61
133648	12/09/2016	00084	BENTON PUD NO. 1	in CITY PARKS	6,838.74
133648	12/09/2016	00084	BENTON PUD NO. 1	in COLUMBIA PARK	1,459.44
133648	12/09/2016	00084	BENTON PUD NO. 1	in COLUMBIA PARK	118.49
133648	12/09/2016	00084	BENTON PUD NO. 1	in ELECTRICITY	15.18
133655	12/09/2016	00313	BUNCH-FINNIGAN INC	in FROST REFRIG	704.82
133665	12/09/2016	07849	COLUMBIA BASIN ICE AND TRANSPORT	in COLUMBIA BASIN ICE INVOICE	11.12
133666	12/09/2016	00505	COLUMBIA GRAIN & FEED INC	in CHAINS FOR SAW	46.59
133666	12/09/2016	00505	COLUMBIA GRAIN & FEED INC	in CHAIN SAW REPAIRS	118.84
133667	12/09/2016	06210	COLUMBIA RIVER MACHINERY, LLC	in IRRIGATION WINTERIZATION	2,647.92
133667	12/09/2016	06210	COLUMBIA RIVER MACHINERY, LLC	in IRRIGATION WINTERIZE	1,151.16
133673	12/09/2016	00481	CROWN PAPER & JANITORIAL SUPPLY	in FLOOR REFINISH	95.08
133673	12/09/2016	00481	CROWN PAPER & JANITORIAL SUPPLY	in FLOOR REFINISH	1,505.66
133681	12/09/2016	00480	DEPENDABLE APPLIANCE	in FROST CONDENSOR	76.02
133684	12/09/2016	00829	DUPREE BUILDING SPECIALTIES	in SOAP DISPENSERS	168.33
133686	12/09/2016	05426	EWING IRRIGATION PRODUCTS, INC	in ICE MELT	928.28
133695	12/09/2016	02086	GONZALEZ, VINCENT	in CDL EXPENSE	102.00
133704	12/09/2016	08684	IDAHO RECREATION AND PARK ASSOCIATION	in PLAY GROUND INSPECTOR	540.00
133715	12/09/2016	00078	KENNEWICK INDUSTRIAL & ELEC	in PLUMBING REPAIR	9.69
133715	12/09/2016	00078	KENNEWICK INDUSTRIAL & ELEC	in PLUMBING REPAIR	2.40
133715	12/09/2016	00078	KENNEWICK INDUSTRIAL & ELEC	in IRRIGATION REPAIR	16.42
133715	12/09/2016	00078	KENNEWICK INDUSTRIAL & ELEC	in FAUCET REPAIR	4.51
133715	12/09/2016	00078	KENNEWICK INDUSTRIAL & ELEC	in FAUCET REPAIR	3.92
133715	12/09/2016	00078	KENNEWICK INDUSTRIAL & ELEC	in LIGHT REPAIR	39.20
133715	12/09/2016	00078	KENNEWICK INDUSTRIAL & ELEC	in LIGHT REPAIR	29.37
133724	12/09/2016	03154	M & M BOLT COMPANY, LLC	in S HOOK FOR PADLOCKS	16.11
133733	12/09/2016	05112	MOON SECURITY SERVICES, INC	in CITY HALL FIRE MONITORING	38.00
133733	12/09/2016	05112	MOON SECURITY SERVICES, INC	in FROST-FIRE MONITORING	35.00
133733	12/09/2016	05112	MOON SECURITY SERVICES, INC	in SOUTHRIDGE SECURITY	38.00

City of Kennewick
Claims Roster

11/24/2016 - 12/9/2016

Accounting Period

2016

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
133733	12/09/2016	05112	MOON SECURITY SERVICES, INC	in	FIRE MONITORING	38.00
133743	12/09/2016	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	121.20
133743	12/09/2016	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	12.69
133761	12/09/2016	00817	SENSKE LAWN & TREE CARE INC	in	STUMP REMOVAL	648.89
133763	12/09/2016	07555	SHERWIN-WILLIAMS COMPANY	in	COL. PK. STAGE GRAFFITI COVER	34.53
133763	12/09/2016	07555	SHERWIN-WILLIAMS COMPANY	in	STAGE GRAFFITI	36.71
133763	12/09/2016	07555	SHERWIN-WILLIAMS COMPANY	in	PAINT	20.62
133772	12/09/2016	01812	SUNBELT RENTALS	in	CURTAIN REPAIRS	349.48
133778	12/09/2016	05945	THYSSENKRUPP ELEVATOR CORP	in	ELEVATOR MAINTENANCE	44.26
133787	12/09/2016	00017	TWIN CITY METALS INC	in	BOLLARD REPAIR	6.52
133792	12/09/2016	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	605.69
133796	12/09/2016	01035	WASHINGTON HARDWARE AND FURNITI	in	ROPE FOR FLAG POLE	46.05
133796	12/09/2016	01035	WASHINGTON HARDWARE AND FURNITI	in	SHOWER CURTAIN & RINGS	9.75
133804	12/09/2016	08460	XCCENT INC	in	WASTE CONTAINERS/LIDS	510.00
Total amount by Department						\$ 34,773.74
120 NON-DEPARTMENTAL						
133638	12/09/2016	03088	APOLLO MECHANICAL CONTRACTORS A	in	HVAC MAINT	226.97
133648	12/09/2016	00084	BENTON PUD NO. 1	in	CITY FACILITIES	3,501.82
133674	12/09/2016	07711	CULLIGAN WATER CONDITIONING	in	WATER DELIVERY	303.34
133674	12/09/2016	07711	CULLIGAN WATER CONDITIONING	in	WATER DELIVERY	28.17
133728	12/09/2016	08208	MCBRIDE PUBLIC AFFAIRS LLC THOMAS	in	LOBBYIST EXPENSES	4,000.00
133733	12/09/2016	05112	MOON SECURITY SERVICES, INC	in	MCL-FIRE MONITORING	47.00
Total amount by Department						\$ 8,107.30
Total amount by Fund						\$ 86,784.87
101 STREET FUND						
010 STREETS						
133658	12/09/2016	05050	CENTRAL HOSE & FITTINGS INC	in	PARTS AND HOSES	320.38
133709	12/09/2016	05737	INTERNATIONAL BELT & RUBBER SUPPL	in	BLACK NEOPRENE	121.39
133712	12/09/2016	03363	JIM'S PACIFIC GARAGES INC	in	CHAINS FOR TRUCK TIRES	283.23
133714	12/09/2016	05148	KELLEY'S TELE-COMMUNICATIONS	in	TELE ANS SVC	44.12
133743	12/09/2016	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	12.69
133771	12/09/2016	00953	STELLAR INDUSTRIAL SUPPLY INC	in	BROOMS FOR ASPHALT WORK	68.89
133792	12/09/2016	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	101.50
133796	12/09/2016	01035	WASHINGTON HARDWARE AND FURNITI	in	TUBING FOR TRUCK #150 CHAIN	13.02
Total amount by Department						\$ 965.22

City of Kennewick
Claims Roster

11/24/2016 - 12/9/2016

Accounting Period

2016

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
020 TRAFFIC						
133631	12/09/2016	00714	3M COMPANY	in	STREET STRIPING	586.44
133631	12/09/2016	00714	3M COMPANY	in	STREET SIGN/STRIPING	879.66
133648	12/09/2016	00084	BENTON PUD NO. 1	in	FLASHERS	249.21
133648	12/09/2016	00084	BENTON PUD NO. 1	in	ELECTRICITY	134.84
133648	12/09/2016	00084	BENTON PUD NO. 1	in	STREET LIGHTS	16,376.55
133648	12/09/2016	00084	BENTON PUD NO. 1	in	SIGNALS	3,798.30
133665	12/09/2016	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	COLUMBIA BASIN ICE INVOICE	38.92
133705	12/09/2016	08682	IDAX DATA SOLUTIONS INNOVATIVE DA	in	3DAY SPEED/CLASS/VOLUME	143.00
133714	12/09/2016	05148	KELLEY'S TELE-COMMUNICATIONS	in	TELE ANS SVC	44.12
133743	12/09/2016	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	12.69
133752	12/09/2016	01817	RADIO SERVICE COMPANY INC	in	MAINTENANCE CHARGES	55.19
133753	12/09/2016	00957	RANCH & HOME INC	in	TRAFFIC SUPPLIES	1,238.01
133753	12/09/2016	00957	RANCH & HOME INC	in	TRAFFIC SUPPLIES	182.51
133773	12/09/2016	04379	TACOMA SCREW PRODUCTS INC ACCTS	in	TRAFFIC SUPPLIES	111.03
133774	12/09/2016	07190	TANKO LIGHTING	in	TANKO PARTS	23,484.75
133780	12/09/2016	04651	TRASTAR INC	in	GREEN HI-FLUX BALL	1,042.56
133792	12/09/2016	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	414.55
Total amount by Department						\$ 48,792.33
Total amount by Fund						\$ 49,757.55
103 URBAN ARTERIAL STREET FUND						
010 URBAN ARTERIAL DEPARTMENT						
133646	12/09/2016	00034	BENTON COUNTY AUDITOR	in	FEES	303.00
133678	12/09/2016	07767	DBA 2F ENTERPRISES FAMILY FARMS	in	COLUMBIA DR STREETSCAPE	90,868.00
133697	12/09/2016	02842	GRANITE CONSTRUCTION COMPANY	in	CONTRACT P1101-15	68,986.72
133707	12/09/2016	00113	INLAND ASPHALT COMPANY	in	CONT P1601-16	724,940.14
133748	12/09/2016	01174	P B S ENGINEERING & ENVIRONMENTAL	in	CONSULTANT AGREEMENT	9,500.00
133784	12/09/2016	00172	TRI-CITY HERALD LEGALS - 450496	in	PUBLICATION	382.60
Total amount by Department						\$ 894,980.46
Total amount by Fund						\$ 894,980.46
106 BI-PIN OPERATIONS FUND						
010 BI-PIN OPERATIONS FUND						
133776	12/09/2016	00008	TELCO WIRING & REPAIR INC	in	BROADBAND SERVICE	270.00
Total amount by Department						\$ 270.00

City of Kennewick

Claims Roster

11/24/2016 - 12/9/2016

Accounting Period

2016

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount \$
Total amount by Fund					\$ 270.00
107 COMMUNITY DEVELOPMENT FUND					
030 CURRENT PROGRAM YEAR					
133760	12/09/2016	01129	SENIOR LIFE RESOURCES, INC.	in MEALS ON WHEELS	18,500.00
Total amount by Department					\$ 18,500.00
330 INTERGOVERNMENTAL REVENUE					
133661	12/09/2016	00100	CITY OF RICHLAND	in HOME PAYOFF	10,000.00
Total amount by Department					\$ 10,000.00
Total amount by Fund					\$ 28,500.00
111 ASSET FORFEITURE FUND					
010 ASSET FORFEITURE FUND					
133792	12/09/2016	00030	VERIZON NORTHWEST	in CITY WIDE CELL PHONES	275.02
Total amount by Department					\$ 275.02
Total amount by Fund					\$ 275.02
116 LODGING TAX FUND					
010 LODGING TAX FUND					
133782	12/09/2016	00176	TRI-CITIES VISITOR & CONVENTION BUF	in OCT 2016 DUES	18,396.00
Total amount by Department					\$ 18,396.00
Total amount by Fund					\$ 18,396.00
117 CRIMINAL JUSTICE SALES TAX FUND					
010 CRIMINAL JUSTICE SALES TAX FUND					
133650	12/09/2016	03035	BI-STATE OCCUPATIONAL SAFETY & HEA	in MEDICAL SERVICES	710.00
133734	12/09/2016	09181	MOON, TAE IM, PH.D.	in PROFESSIONAL SERVICES	800.00
133735	12/09/2016	07694	MOORE ZACHARIAH	in UNIFORM ALLOWANCE	219.00
133768	12/09/2016	07685	SPECIAL CONSULTING SERVICES LLC	in SPECIAL INVESTIGATIONS	1,472.57
133803	12/09/2016	08616	WISE DENNIS	in UNIFORM ALLOWANCE	188.00
Total amount by Department					\$ 3,389.57
Total amount by Fund					\$ 3,389.57
200 DEBT SERVICE FUND					
070 2011 GO REFUNDING BONDS					

City of Kennewick
Claims Roster

11/24/2016 - 12/9/2016

Accounting Period

2016

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
133639	12/09/2016	01169	ARBITRAGE COMPLIANCE SPECIALISTS	in	REBATE CALC 5TH YEAR	2,250.00
Total amount by Department						\$ 2,250.00
Total amount by Fund						\$ 2,250.00
300 CAPITAL IMPROVEMENTS FUND						
010 STREET IMPROVEMENTS						
133644	12/09/2016	08246	BEAVER BARK & ROCK PRODUCTS	in	POD REPAIRS	155.95
133724	12/09/2016	03154	M & M BOLT COMPANY, LLC	in	POD REPAIRS	128.06
133731	12/09/2016	00484	MILNE NAIL,POWER TOOL & REPAIR	in	POD REPAIRS	33.55
133780	12/09/2016	04651	TRASTAR INC	in	FLUX BALLS	1,680.00
Total amount by Department						\$ 1,997.56
020 LAND AND FACILITIES						
133648	12/09/2016	00084	BENTON PUD NO. 1	in	ELECTRICITY	121.51
133721	12/09/2016	06242	LEGACY LAWN & LANDSCAPE LLC	in	CHANGE ORDER #1	1,286.20
133721	12/09/2016	06242	LEGACY LAWN & LANDSCAPE LLC	in	CHANGE ORDER #2	481.05
133721	12/09/2016	06242	LEGACY LAWN & LANDSCAPE LLC	in	CHANGE ORDER #3	1,446.86
133721	12/09/2016	06242	LEGACY LAWN & LANDSCAPE LLC	in	NOVEMBER SERVICES	1,355.33
133748	12/09/2016	01174	P B S ENGINEERING & ENVIRONMENTAL	in	CONSULTANT AGREEMENT	4,294.25
133775	12/09/2016	07079	TCA ARCHITECTURE PLANNING INC	in	PROFESSIONAL SERVICES AGREEMENT	1,221.25
T 300274	12/07/2016	04125	BENTON-FRANKLIN TITLE CO.	in	LAND PURCHASE	184,804.10
Total amount by Department						\$ 195,010.55
040 PARK RESERVE						
133645	12/09/2016	08470	BELSON OUTDOORS LLC PLAYCORE WIS	in	PLASTIC RECEPTACLES	1,665.97
133715	12/09/2016	00078	KENNEWICK INDUSTRIAL & ELEC	in	UNDERWOOD IRRIG PARTS	55.90
133804	12/09/2016	08460	XCCENT INC	in	WASTE CONTAINERS/LIDS	5,488.00
133804	12/09/2016	08460	XCCENT INC	in	1000-44 CLASSIC SERIES WASTE CONTAIN	1,473.68
Total amount by Department						\$ 8,683.55
050 GO BOND 2015B						
133675	12/09/2016	08580	CUTTING EDGE PLUMBING & MECHANIC	in	SOFT WATER PLUMBING	1,643.73
133776	12/09/2016	00008	TELCO WIRING & REPAIR INC	in	BROADBAND SERVICE	270.00
Total amount by Department						\$ 1,913.73
900 CAPITAL PURCHASES						
133669	12/09/2016	06375	COMPUNET INC	in	CORE SWITCH & FABRIC INSTALL	801.57
133798	12/09/2016	08399	WEBQA INC	in	GOVQA SOFTWARE	11,100.00
Total amount by Department						\$ 11,901.57

City of Kennewick

Claims Roster

11/24/2016 - 12/9/2016

Accounting Period

2016

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount \$
Total amount by Fund					\$ 219,506.96
401 WATER AND SEWER FUND					
010 WATER/SEWER OPERATIONS					
133638	12/09/2016	03088	APOLLO MECHANICAL CONTRACTORS A	in HVAC MAINT	456.98
133638	12/09/2016	03088	APOLLO MECHANICAL CONTRACTORS A	in WWTP HVAC	114.03
133642	12/09/2016	04052	BATTERIES PLUS	in CHARGING CORDS	88.78
133648	12/09/2016	00084	BENTON PUD NO. 1	in WATER FILTRATION	4,338.42
133648	12/09/2016	00084	BENTON PUD NO. 1	in ELECTRICITY	1,026.98
133648	12/09/2016	00084	BENTON PUD NO. 1	in ELECTRICITY	32,650.75
133648	12/09/2016	00084	BENTON PUD NO. 1	in CITY PARKS	14,831.58
133648	12/09/2016	00084	BENTON PUD NO. 1	in WATER BOOSTERS	17,717.37
133648	12/09/2016	00084	BENTON PUD NO. 1	in SEWER LIFT STATIONS	4,954.04
133656	12/09/2016	07832	C&E TRENCHING LLC	in CONTRACT P1508-16 ELLIOTT 16	291,931.05
133665	12/09/2016	07849	COLUMBIA BASIN ICE AND TRANSPORT	in COLUMBIA BASIN ICE INVOICE	38.92
133676	12/09/2016	08116	D&D TELECOMMUNICATIONS PROPERTI	in INSPIRATION POINT	752.24
133688	12/09/2016	05736	FCS GROUP	in CONSULTANT AGREEMENT	670.68
133690	12/09/2016	04147	FEDEX	in SHIPPING	109.28
133691	12/09/2016	05716	FLEETMatics USA, LLC	in VEHICLE TRACKING	944.82
133692	12/09/2016	05471	FRONTIER COMMUNICATIONS NW INC	in TELEPHONE SVC	106.82
133696	12/09/2016	01775	GRAINGER	in RETURN GAS REGULATOR	-318.85
133696	12/09/2016	01775	GRAINGER	in EMORY CLOTH	363.59
133696	12/09/2016	01775	GRAINGER	in BOLT CUTTERS	66.14
133700	12/09/2016	00865	H D FOWLER COMPANY INC	in CUT OFF SAW BLADE	234.74
133707	12/09/2016	00113	INLAND ASPHALT COMPANY	in CONT P1601-16	353,862.32
133710	12/09/2016	04624	JCI JONES CHEMICALS INC	in HYPOCHLORITE	4,559.39
133714	12/09/2016	05148	KELLEY'S TELE-COMMUNICATIONS	in TELE ANS SVC	44.01
133715	12/09/2016	00078	KENNEWICK INDUSTRIAL & ELEC	in PLUMBING REPAIR	22.00
133715	12/09/2016	00078	KENNEWICK INDUSTRIAL & ELEC	in PARTS	37.66
133715	12/09/2016	00078	KENNEWICK INDUSTRIAL & ELEC	in IRRIGATION LINE CAP	6.05
133715	12/09/2016	00078	KENNEWICK INDUSTRIAL & ELEC	in PARTS TP INSTALL RC5 METERS	7.49
133724	12/09/2016	03154	M & M BOLT COMPANY, LLC	in SUPPLIES	85.71
133733	12/09/2016	05112	MOON SECURITY SERVICES, INC	in WFP-FIRE MONITORING	38.00
133733	12/09/2016	05112	MOON SECURITY SERVICES, INC	in SECURITY SERVICE	29.00
133737	12/09/2016	08409	MURRAY, SMITH & ASSOCIATES INC	in CONSULTANT AGREEMENT	1,107.50
133743	12/09/2016	03700	OFFICE DEPOT INC	in OFFICE SUPPLIES	86.87
133743	12/09/2016	03700	OFFICE DEPOT INC	in OFFICE SUPPLIES	10.27

City of Kennewick

Claims Roster

11/24/2016 - 12/9/2016

Accounting Period

2016

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
133743	12/09/2016	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	11.09
133743	12/09/2016	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	38.07
133743	12/09/2016	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	9.82
133747	12/09/2016	00917	OXARC, INC.	in	TANK BRACKETS	77.00
133747	12/09/2016	00917	OXARC, INC.	in	WELDING GLOVES	30.08
133747	12/09/2016	00917	OXARC, INC.	in	CUTTING TIP FOR TORCH	119.94
133747	12/09/2016	00917	OXARC, INC.	in	HI PRESS/SMALL CYLINDER RENTAL	35.84
133752	12/09/2016	01817	RADIO SERVICE COMPANY INC	in	MAINTENANCE CHARGES	56.86
133758	12/09/2016	00710	SANDY'S TROPHIES INC	in	AWARD OF EXCELLENCE	281.87
133770	12/09/2016	02536	STAPLES BUSINESS ADVANTAGE STAPLE	in	OFFICE SUPPLIES	25.88
133791	12/09/2016	03881	UTILITIES UNDERGROUND LOCATION CI	in	UTILITY LOCATES	228.33
133792	12/09/2016	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	2,339.56
133796	12/09/2016	01035	WASHINGTON HARDWARE AND FURNITI	in	SUPPLIES	14.98
133796	12/09/2016	01035	WASHINGTON HARDWARE AND FURNITI	in	DRYER HOSE	11.82
133796	12/09/2016	01035	WASHINGTON HARDWARE AND FURNITI	in	MAGNET TOOL	5.42
Total amount by Department						\$ 734,261.19
Total amount by Fund						\$ 734,261.19

402 MEDICAL SERVICES FUND

010 MEDICAL SERVICES

133630	12/09/2016	00552	10TH AVENUE CLEANERS	in	SEW PATCHES	11.40
133630	12/09/2016	00552	10TH AVENUE CLEANERS	in	SEW PATCHES	12.22
133630	12/09/2016	00552	10TH AVENUE CLEANERS	in	SEW PATCHES	7.06
133630	12/09/2016	00552	10TH AVENUE CLEANERS	in	TAILOR UNIFORM - OSBORN	43.44
133630	12/09/2016	00552	10TH AVENUE CLEANERS	in	HEM PANTS - OSBORN	5.43
133637	12/09/2016	05681	AMERIGAS PROPANE LP	in	TANK RENTAL - STATION 4	51.58
133640	12/09/2016	07618	ARROW INTERNATIONAL	in	EZ-IO 25MM NEEDLES	558.45
133651	12/09/2016	05823	BLUMENTHAL UNIFORM & EQUIPMENT	in	EXTRA LONG UNIFORM SHIRTS	593.13
133652	12/09/2016	03495	BOUND TREE MEDICAL LLC	in	MEDICAL SUPPLIES (RETURN)	-30.05
133652	12/09/2016	03495	BOUND TREE MEDICAL LLC	in	MEDICAL SUPPLIES	193.44
133652	12/09/2016	03495	BOUND TREE MEDICAL LLC	in	MEDICAL SUPPLIES	237.25
133652	12/09/2016	03495	BOUND TREE MEDICAL LLC	in	MEDICAL SUPPLIES	242.13
133652	12/09/2016	03495	BOUND TREE MEDICAL LLC	in	MEDICAL SUPPLIES	15.64
133652	12/09/2016	03495	BOUND TREE MEDICAL LLC	in	ON ACCOUNT	-163.82
133654	12/09/2016	00026	BUDGET PRINT CENTER INC	in	BENEFITS FORMS	314.03
133657	12/09/2016	07715	CARDINAL HEALTH 411, INC	in	MEDICATION	471.28
133657	12/09/2016	07715	CARDINAL HEALTH 411, INC	in	MEDICATION	46.26

City of Kennewick

Claims Roster

11/24/2016 - 12/9/2016

Accounting Period

2016

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
133657	12/09/2016	07715	CARDINAL HEALTH 411, INC	in	MEDICATION	247.75
133657	12/09/2016	07715	CARDINAL HEALTH 411, INC	in	MEDICAL SUPPLIES	354.88
133657	12/09/2016	07715	CARDINAL HEALTH 411, INC	in	MEDICATION	239.48
133657	12/09/2016	07715	CARDINAL HEALTH 411, INC	in	MMCAP SHAREBACK - CREDIT	-77.98
133688	12/09/2016	05736	FCS GROUP	in	CONSULTANT AGREEMENT	4,608.90
133722	12/09/2016	08868	LIFE-ASSIST	in	MEDICAL SUPPLIES	1,169.88
133722	12/09/2016	08868	LIFE-ASSIST	in	MEDICAL SUPPLIES	114.06
133722	12/09/2016	08868	LIFE-ASSIST	in	MEDICAL SUPPLIES	53.87
133722	12/09/2016	08868	LIFE-ASSIST	in	MEDICAL SUPPLIES	215.90
133722	12/09/2016	08868	LIFE-ASSIST	in	MEDICAL SUPPLIES	606.16
133722	12/09/2016	08868	LIFE-ASSIST	in	MEDICAL SUPPLIES	192.98
133722	12/09/2016	08868	LIFE-ASSIST	in	MEDICAL SUPPLIES	188.73
133747	12/09/2016	00917	OXARC, INC.	in	OXYGEN	76.54
133747	12/09/2016	00917	OXARC, INC.	in	OXYGEN	49.88
133747	12/09/2016	00917	OXARC, INC.	in	OXYGEN CYLINDER RENTAL	106.41
133753	12/09/2016	00957	RANCH & HOME INC	in	STATION BOOTS -TATE	112.49
133792	12/09/2016	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	480.12
133806	12/09/2016	06869	ZOLL MEDICAL CORPORATION	in	PEDI-PADZ ELECTRODES	219.75
133806	12/09/2016	06869	ZOLL MEDICAL CORPORATION	in	ECG CABLE	152.31
133806	12/09/2016	06869	ZOLL MEDICAL CORPORATION	in	CPR-STAT-PADZ ELECTRODES	475.77
133806	12/09/2016	06869	ZOLL MEDICAL CORPORATION	in	ECG & CPR STAT-PADZ ELECTRODES	1,346.12
133806	12/09/2016	06869	ZOLL MEDICAL CORPORATION	in	THERMAL PAPER ROLL	213.72
133806	12/09/2016	06869	ZOLL MEDICAL CORPORATION	in	ECG ELECTRODES	494.70
133806	12/09/2016	06869	ZOLL MEDICAL CORPORATION	in	ECG ELECTRODES	494.70
133806	12/09/2016	06869	ZOLL MEDICAL CORPORATION	in	CPR STAT-PADZ ELECTRODES	912.24
133806	12/09/2016	06869	ZOLL MEDICAL CORPORATION	in	THERMAL PAPER	213.72
133806	12/09/2016	06869	ZOLL MEDICAL CORPORATION	in	CABLE SLEEVE	44.48
133806	12/09/2016	06869	ZOLL MEDICAL CORPORATION	in	ECG SUPPLIES	1,037.62
133806	12/09/2016	06869	ZOLL MEDICAL CORPORATION	in	BLOOD PRESSURE CUFF	48.47
133806	12/09/2016	06869	ZOLL MEDICAL CORPORATION	in	ECG SUPPLIES	304.62
Total amount by Department						\$ 17,307.14
Total amount by Fund						\$ 17,307.14
403 BUILDING SAFETY FUND						
010 BUILDING SAFETY						
133792	12/09/2016	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	251.79
Total amount by Department						\$ 251.79

City of Kennewick

Claims Roster

11/24/2016 - 12/9/2016

Accounting Period

2016

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
Total amount by Fund						\$ 251.79
405 STORMWATER UTILITY FUND						
010 STORMWATER						
133660	12/09/2016	00435	CITY OF PASCO	in	OUTREACH MATERIALS	2,036.25
133691	12/09/2016	05716	FLEETMATICS USA, LLC	in	VEHICLE TRACKING	130.32
133699	12/09/2016	08407	GRAY AND OSBORNE INC	in	CONSULTANT AGREEMENT	2,398.01
133743	12/09/2016	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	25.37
133752	12/09/2016	01817	RADIO SERVICE COMPANY INC	in	MAINTENANCE CHARGES	55.19
133792	12/09/2016	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	199.05
Total amount by Department						\$ 4,844.19
Total amount by Fund						\$ 4,844.19
501 EQUIPMENT RENTAL FUND						
133642	12/09/2016	04052	BATTERIES PLUS	in	BATTERIES	649.43
133668	12/09/2016	08852	COMMERCIAL TIRE	in	TIRES	540.18
133668	12/09/2016	08852	COMMERCIAL TIRE	in	TIRE - PURSUIT	540.18
133668	12/09/2016	08852	COMMERCIAL TIRE	in	TIRES	810.27
133672	12/09/2016	07868	CORWIN FORD - TRI CITIES	in	FILTER OIL	25.89
133701	12/09/2016	03460	HERITAGE MAINT PRODUCTS LLC	in	BROOMS GUTTER	3,030.42
133738	12/09/2016	08875	NAPA PASCO AUTO PARTS	in	INVENTORY	66.03
133738	12/09/2016	08875	NAPA PASCO AUTO PARTS	in	INVENTORY	11.77
133738	12/09/2016	08875	NAPA PASCO AUTO PARTS	in	INVENTORY	89.81
Total amount by Department						\$ 5,763.98
010 EQUIPMENT RENTAL						
133629	12/06/2016	00754	DEPARTMENT OF LICENSING	in	TAX LICENSING-VEH 7680	1,217.25
133637	12/09/2016	05681	AMERIGAS PROPANE LP	in	PROPANE FOR VEH. 0401	20.15
133638	12/09/2016	03088	APOLLO MECHANICAL CONTRACTORS A	in	HVAC MAINT	29.87
133641	12/09/2016	04247	AUTOZONE	in	BATTERY FOR VEHICLE 3316	110.76
133641	12/09/2016	04247	AUTOZONE	in	BATTERY CORE REFUND-VEH 3316	-10.86
133641	12/09/2016	04247	AUTOZONE	in	BATTERY FOR VEHICLE 3315	117.12
133648	12/09/2016	00084	BENTON PUD NO. 1	in	ELECTRICITY	85.28
133648	12/09/2016	00084	BENTON PUD NO. 1	in	CITY FACILITIES	438.75
133664	12/09/2016	01310	COLEMAN OIL COMPANY	in	SALES TAX	30.87
133664	12/09/2016	01310	COLEMAN OIL COMPANY	in	COLUMBIA PARK MOWER FUEL	479.02
133664	12/09/2016	01310	COLEMAN OIL COMPANY	in	FLEETWIDE FUEL ACCT #0870469	14,433.29

City of Kennewick

Claims Roster

11/24/2016 - 12/9/2016

Accounting Period

2016

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
133664	12/09/2016	01310	COLEMAN OIL COMPANY	in	FUEL CHARGES	12,097.02
133668	12/09/2016	08852	COMMERCIAL TIRE	in	TIRES FOR VEH. 5311	272.77
133672	12/09/2016	07868	CORWIN FORD - TRI CITIES	in	SENSORS FOR VEH. 7370	145.31
133672	12/09/2016	07868	CORWIN FORD - TRI CITIES	in	BRAKE KIT FOR VEH. 7351	155.07
133672	12/09/2016	07868	CORWIN FORD - TRI CITIES	in	SWITCH FOR VEH. 7361	37.79
133680	12/09/2016	00754	DEPARTMENT OF LICENSING	in	TAX & LICENSE-VEH 7789	2,406.66
133703	12/09/2016	08711	HUGHES FIRE EQUIPMENT INC	in	ROCKER SWITCH-VEH 2801	96.98
133711	12/09/2016	02285	JIFFY CAR WASH, INC.	in	FLEET CAR WASHES	649.80
133738	12/09/2016	08875	NAPA PASCO AUTO PARTS	in	WATER PUMP FOR VEH. 0029	31.59
133738	12/09/2016	08875	NAPA PASCO AUTO PARTS	in	HALOGEN CAPSULE-VEH. 7350	29.76
133738	12/09/2016	08875	NAPA PASCO AUTO PARTS	in	STARTING FLUID FOR SHOP	25.93
133747	12/09/2016	00917	OXARC, INC.	in	FIRE EXTINGUISHER SERVICE - FLEET	183.16
133756	12/09/2016	03691	RMT EQUIPMENT	in	FUEL FILTER-VEH. 3313	129.11
133788	12/09/2016	07641	UL LLC	in	AERIAL TESTING-VEH- 2802	1,210.00
133792	12/09/2016	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	20.00
Total amount by Department						\$ 34,442.45
Total amount by Fund						\$ 40,206.43
502 CENTRAL STORES FUND						
133696	12/09/2016	01775	GRAINGER	in	SAFETY GLASSES	501.47
133696	12/09/2016	01775	GRAINGER	in	WINTER GLOVES/W LINERS	163.17
133740	12/09/2016	01525	NATIONAL BARRICADE CO LLC	in	DELINEATORS	711.42
133742	12/09/2016	02904	NORTHERN SAFETY CO., INC.	in	GLOVES RUBBER & LEATHER	358.70
Total amount by Department						\$ 1,734.76
010 CENTRAL STORES						
133632	12/09/2016	01526	ABADAN	in	COPIER MAINTENANCE	1,012.71
133717	12/09/2016	06231	KONICA MINOLTA BUSINESS SOLUTIONS	in	COPIERS BIZHUB C280 - PURCHASING	187.98
133717	12/09/2016	06231	KONICA MINOLTA BUSINESS SOLUTIONS	in	BIZHUB C284 - ENGINEERING	425.45
133717	12/09/2016	06231	KONICA MINOLTA BUSINESS SOLUTIONS	in	BIZHUB C654 - FROST	671.59
133717	12/09/2016	06231	KONICA MINOLTA BUSINESS SOLUTIONS	in	BIZHUB C364 - PLANNING	400.58
133717	12/09/2016	06231	KONICA MINOLTA BUSINESS SOLUTIONS	in	BIZHUB 552 - PD RECORDS	382.50
133717	12/09/2016	06231	KONICA MINOLTA BUSINESS SOLUTIONS	in	BIZHUB 601 - CITY HALL	271.30
133717	12/09/2016	06231	KONICA MINOLTA BUSINESS SOLUTIONS	in	BIZHUB C35 - SR CTR	87.54
133720	12/09/2016	06743	LEAF CAPITAL FUNDING LLC	in	COPIER RENTAL STA 61 & 62 - BH C35	137.45
133800	12/09/2016	04770	WEST COAST PAPER SOLUTIONS	in	COPY PAPER 20#	2,423.95
133805	12/09/2016	06353	XEROX CORPORATION	in	W7855PT FINANCE COPIER	259.90

City of Kennewick
Claims Roster

11/24/2016 - 12/9/2016

Accounting Period

2016

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
133805	12/09/2016	06353	XEROX CORPORATION	in	5855APT POLICE PATROL COPIER	201.56
133805	12/09/2016	06353	XEROX CORPORATION	in	W7855PT POLICE ADMIN COPIER	395.51
133805	12/09/2016	06353	XEROX CORPORATION	in	W7845PT POLICE DETECTIVES COPIER	336.44
Total amount by Department						\$ 7,194.46
Total amount by Fund						\$ 8,929.22
503 RISK MANAGEMENT FUND						
010 RISK MANAGEMENT						
133650	12/09/2016	03035	BI-STATE OCCUPATIONAL SAFETY & HEALTH	in	MEDICAL SERVICES	330.00
133749	12/09/2016	06876	PAYNEWEST INSURANCE INC	in	INSURANCE CHANGES	956.00
133764	12/09/2016	00680	SIERRA ELECTRIC, INC.	in	STREETLIGHT REPAIR	148.24
133792	12/09/2016	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	36.95
Total amount by Department						\$ 1,471.19
370 GAINS/LOSSES AND OTHER INCOME						
133769	12/09/2016	04478	ST PAUL FIRE & MARINE	in	CLAIM V2Z4198	40.00
Total amount by Department						\$ 40.00
Total amount by Fund						\$ 1,511.19
612 OPEB TRUST FUND						
010 OPEB TRUST FUND						
133628	12/01/2016	01894	EASLING, CONNIE	in	MEDICARE PART B	104.90
133634	12/09/2016	00024	ADKINS WILLIAM	in	MEDICARE PART B	104.90
133653	12/09/2016	00185	BUCK, GARY E	in	MEDICARE PART B	104.90
133662	12/09/2016	00127	CLEAVENGER, BUDDY L	in	MEDICARE PART B	104.90
133670	12/09/2016	00128	COMSTOCK, WILLIAM J	in	MEDICARE PART B	104.90
133679	12/09/2016	00121	DEINES, JAMES I	in	MEDICARE PART B	312.00
133683	12/09/2016	00324	DUNCAN LARRY	in	MEDICARE PART B	105.80
133685	12/09/2016	01894	EASLING, CONNIE	in	MEDICARE PART B	104.90
133687	12/09/2016	00041	FARNKOFF, ROBERT C	in	MEDICARE PART B	104.90
133689	12/09/2016	00058	FEARING, DOUG	in	MEDICARE PART B	104.90
133693	12/09/2016	00181	GIER, CHARLES W.	in	MEDICARE PART B	104.90
133694	12/09/2016	00134	GONDERMAN, DAVID A	in	MEDICARE PART B	104.90
133698	12/09/2016	00122	GRAVES, DONALD E	in	MEDICARE PART B	312.00
133702	12/09/2016	06744	HIRSCHEL ARTHUR D	in	MEDICARE PART B	104.90
133713	12/09/2016	00065	JUERGENS, CURT	in	MEDICARE PART B	104.90
133718	12/09/2016	00060	KRAFT, JAMES	in	MEDICARE PART B	424.90

City of Kennewick
Claims Roster

11/24/2016 - 12/9/2016

Accounting Period

2016

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
133725	12/09/2016	00050	MACE, BILL	in	MEDICARE PART B	104.90
133726	12/09/2016	00052	MAPLETHORPE, JOHN G., JR	in	MEDICARE PART B	105.80
133730	12/09/2016	00055	MERCER, BILL	in	MEDICARE PART B	125.90
133745	12/09/2016	00142	O'HAIR, RONALD L	in	MEDICARE PART B	104.90
133750	12/09/2016	05554	PENNEY MICHAEL	in	MEDICARE PART B	125.90
133754	12/09/2016	00054	RAWLINGS, GEORGE	in	MEDICARE PART B	125.90
133755	12/09/2016	00145	REMUS, LARRY J	in	MEDICARE PART B	273.20
133757	12/09/2016	00147	RUMLEY, LARRY M	in	MEDICARE PART B	104.90
133759	12/09/2016	01821	SCHARNHORST, DEAN	in	MEDICARE PART B	104.90
133762	12/09/2016	00148	SHAW, LEONARD	in	MEDICARE PART B	104.90
133766	12/09/2016	00150	SLEATER, LARRY L	in	MEDICARE PART B	104.90
133767	12/09/2016	00066	SOUTHWICK, JOHN J., JR.	in	MEDICARE PART B	121.80
133793	12/09/2016	00152	VICKERMAN THOMAS	in	MEDICARE PART B	104.90
133801	12/09/2016	00154	WILLEBY, DONALD R	in	MEDICARE PART B	104.90
133802	12/09/2016	01415	WILLIAMS, KEN	in	MEDICARE PART B	104.90

Total amount by Department **\$ 4,236.10**

Total amount by Fund **\$ 4,236.10**

642 METRO DRUG FORFEITURE FUND

010 NONE

133682	12/09/2016	04009	DINA P NAVEJAR INTER-CITY PROCESSIN	in	LEGAL MESSENGER SERVICE	50.00
133692	12/09/2016	05471	FRONTIER COMMUNICATIONS NW INC	in	TELEPHONE SVC	158.93
133765	12/09/2016	06585	SIMMONS GALLANT INSURANCE	in	GARAGE KEEPERS INS POLICY	2,260.49

Total amount by Department **\$ 2,469.42**

Total amount by Fund **\$ 2,469.42**

City of Kennewick
Claims Roster

11/24/2016 - 12/9/2016

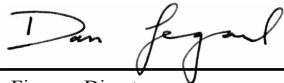
Accounting Period

2016

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount \$
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Grand Total:					<u><u>\$ 2,118,127.10</u></u>
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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 133622 through 133813	\$ 1,933,323.00
Wire transfer number 300274	184,804.10

Total	<u><u>\$ 2,118,127.10</u></u>
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The above total excludes checks written for payment of refunds and collected amounts due to other entities.

Exceptions:

Council Agenda Coversheet



Agenda Item Number	3.b.(3)	Council Date	01/03/2017
Agenda Item Type	General Business Item		
Subject	Toyota Center Operations 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 Toyota Center Operations Accounts for October 2016.

Motion for Consideration

I move to approve the Claims Roster for the Toyota Center Operations Accounts for October 2016 in the amount of \$801,727.25, comprised of check numbers 17918-17999, 18009-18054 in the amount of \$427,067.04 and electronic transfers in the amount of \$374,660.21.

Summary

None.

Alternatives

None.

Fiscal Impact

Total \$801,727.25.

Through

Denise Winters
Dec 21, 09:39:52 GMT-0800 2016

Dept Head Approval

Dan Legard
Dec 21, 11:34:37 GMT-0800 2016

City Mgr Approval

Marie Mosley
Dec 28, 16:43:24 GMT-0800 2016

Attachments: Roster

☐ Recording
Required?

**Toyota Center and Toyota Arena
Operations Claims Roster
October 2016**

Num	Date	Name	Memo	Account	Paid Amount
17918	10/07/2016	Adamson, Janine	Learn to skate coaching September 2016	1006.1 · Sterling Operating Account	
LTSSept16	10/01/2016		Learn to skate coaching September 2016	8065 · Contracted Labor	-80.00
				TOTAL	-80.00
17919	10/07/2016	Amerigas	0910002962	1006.1 · Sterling Operating Account	
3056188867	09/22/2016		Propane: 192.3 Gallons 9/14/16	8033 · Propane	-397.40
			Due from TRCC - Propane: 192.3 Gallons 9/14/16	2215 · Due To (From) Convention Center	-99.35
3056259974	09/24/2016		Propane: 52.6 Gallons 9/21/16	8033 · Propane	-118.37
			Due from TRCC - Propane: 52.6 Gallons 9/21/16	2215 · Due To (From) Convention Center	-29.59
				TOTAL	-644.71
17920	10/07/2016	Apollo Inc	Heat pump control boards repairs PO#9957	1006.1 · Sterling Operating Account	
167870	09/15/2016		Heat pump control boards repairs PO#9957	8041 · Repairs & Maintenance-Building	-3,450.94
				TOTAL	-3,450.94
17921	10/07/2016	Ayala, Miguel	Event Security 9/16/16 Ams vs Spokane	1006.1 · Sterling Operating Account	
9/16AmsVSpok	09/16/2016	!ETC - Tri-City Americans Games	Event Security 9/16/16 Ams vs Spokane	8065 · Contracted Labor	-160.00
				TOTAL	-160.00
17922	10/07/2016	Baskin Robbins		1006.1 · Sterling Operating Account	
9/24AmsVSpok	09/24/2016	!ETC - Tri-City Americans Games	Difference Owed for 9/24/16 Ams vs Spokane	5300.7 · Sales-Third Party	-33.52
10/2AmsVEverett	10/02/2016	!ETC - Tri-City Americans Games	Third party sales 10/2/16 Ams vs Everett	5300.7 · Sales-Third Party	-463.26
				TOTAL	-496.78
17923	10/07/2016	Bond, Craig	Learn to skate coaching September 2016	1006.1 · Sterling Operating Account	
LTSSept16	10/01/2016		Learn to skate coaching September 2016	8065 · Contracted Labor	-330.00
				TOTAL	-330.00
17924	10/07/2016	Bond, Jennifer	Learn to Skate Administration Sept 2016	1006.1 · Sterling Operating Account	
LTSASept16	10/01/2016		Learn to Skate Administration Sept 2016	8065 · Contracted Labor	-1,000.00
				TOTAL	-1,000.00
17925	10/07/2016	Brashear Electric, Inc.	Concession Stand Electrical changes PO#1202	1006.1 · Sterling Operating Account	
27198	09/20/2016		Concession Stand Electrical changes PO#1202	8041FB · Repr & Maint Bldg, Food & Bev	-1,829.91
				TOTAL	-1,829.91
17926	10/07/2016	Builders' Hardware & Supply Co.	Lock & hinge replacements on Fever locker room PO#1268	1006.1 · Sterling Operating Account	
S3512973.002	09/19/2016		Lock & hinge replacements on Fever locker room PO#1268	8098 · Supplies & Equipment	-289.51
				TOTAL	-289.51
17927	10/07/2016	Chapala Express Stand	Third party sales 10/2/16 Ams vs Everett	1006.1 · Sterling Operating Account	
10/2AmsVEverett	10/02/2016	!ETC - Tri-City Americans Games	Third party sales 10/2/16 Ams vs Everett	5300.7 · Sales-Third Party	-897.81
				TOTAL	-897.81
17928	10/07/2016	City of Kennewick-Admissions Tax	0029	1006.1 · Sterling Operating Account	
4/23Fever	10/04/2016	!ETC - TriCities Fever	Ad Taxes 4/23/16 Fever vs Spokane	2205 · Admissions Tax Payable	-2,495.96
5/14Fever	10/04/2016	!ETC - TriCities Fever	Ad Taxes 5/14/16 Fever vs Billings	2205 · Admissions Tax Payable	-1,769.97
5/28Fever	10/04/2016	!ETC - TriCities Fever	Ad Tax 5/28/16 Fever vs GB	2205 · Admissions Tax Payable	-1,713.21
6/25Fever	10/04/2016	!ETC - TriCities Fever	Ad Tax 6/25/16 Fever vs Nebraska	2205 · Admissions Tax Payable	-1,653.69
6/15SSL	10/04/2016		Ad Tax 6/15/16 Sesame Street Live	2205 · Admissions Tax Payable	-1,062.54
7/10Kiss	10/04/2016	!KISS - July 2016	Ad Tax 7/10/16 Kiss	2205 · Admissions Tax Payable	-18,223.34
9/23Dierks	10/04/2016	!ETC160923 - Dierks Bentley	Ad Tax 9/23/16 Dierks Bentley	2205 · Admissions Tax Payable	-11,809.97
				TOTAL	-38,728.68
17929	10/07/2016	City of Kennewick-Grounds Maintenance	Grounds Maintenance 2nd quarter 2016	1006.1 · Sterling Operating Account	
012427Qtr2Maint	07/26/2016		Grounds Maintenance 2nd quarter 2016	8044 · Repairs & Maintenance-Grounds	-2,188.94
				TOTAL	-2,188.94
17930	10/07/2016	Clear Channel Airports	Broadway 16/17 Ads PO#1180	1006.1 · Sterling Operating Account	
790621481	10/23/2016		Broadway 16/17 Ads PO#1180	1633.72 · Broadway Series 2016-2017	-316.00
				TOTAL	-316.00
17931	10/07/2016	Coca-Cola	Soda order 9/21/16	1006.1 · Sterling Operating Account	
3393	09/21/2016		Soda order 9/21/16	1400.1 · Inventory-Food	-7,560.00
				TOTAL	-7,560.00

**Toyota Center and Toyota Arena
Operations Claims Roster
October 2016**

Num	Date	Name	Memo	Account	Paid Amount
17932	10/07/2016	Columbia Electric Supply	Fluor Lamp PO#1271	1006.1 · Sterling Operating Account	
5858-772548	09/23/2016		Fluor Lamp PO#1271	8098 · Supplies & Equipment	-351.86
			Due from TRCC - Fluor Lamp PO#1271	2215 · Due To (From) Convention Center	-282.47
				TOTAL	-634.33
17933	10/07/2016	CommUSA		1006.1 · Sterling Operating Account	
184015	09/15/2016		Replacement Radios & Batteries PO#1244	8026 · Capital Improvements	-3,607.50
			Due from TRCC - Replacement Radios & Batteries PO#1244	2215 · Due To (From) Convention Center	-2,882.50
184257	09/26/2016		Radio Batteries PO#1244	8026 · Capital Improvements	-309.12
			Due from TRCC - Radio Batteries PO#1244	2215 · Due To (From) Convention Center	-534.11
				TOTAL	-7,333.23
17934	10/07/2016	Craftsman	Concession stand counter replacement PO#1265	1006.1 · Sterling Operating Account	
9229	09/28/2016		Concession stand counter replacement PO#1265	8041FB · Repr & Maint Bldg, Food & Bev	-162.90
				TOTAL	-162.90
17935	10/07/2016	Doherty, Ann I	Learn to skate coaching September 2016	1006.1 · Sterling Operating Account	
LTSSept16	10/01/2016		Learn to skate coaching September 2016	8065 · Contracted Labor	-60.00
				TOTAL	-60.00
17936	10/07/2016	Dunkaroos	Third party sales 10/2/16 Ams vs Everett	1006.1 · Sterling Operating Account	
10/2AmsVEverett	10/02/2016	!ETC - Tri-City Americans Games	Third party sales 10/2/16 Ams vs Everett	5300.7 · Sales-Third Party	-308.01
				TOTAL	-308.01
17937	10/07/2016	Grainger Industrial Supply	Brine hydrometer PO#1217	1006.1 · Sterling Operating Account	
9226653955	09/15/2016		Brine hydrometer PO#1217	8104 · Ice-Related	-152.53
				TOTAL	-152.53
17938	10/07/2016	Hollywood Lights	Control cables for BW truss PO#1219	1006.1 · Sterling Operating Account	
97635.1.2	09/30/2016		Control cables for BW truss PO#1219	8098 · Supplies & Equipment	-1,581.74
				TOTAL	-1,581.74
17939	10/07/2016	Houtz, Katelyn	Learn to skate coaching September 2016	1006.1 · Sterling Operating Account	
LTSSept16	10/01/2016		Learn to skate coaching September 2016	8065 · Contracted Labor	-125.00
				TOTAL	-125.00
17940	10/07/2016	Infinity Pro Sports	Web Hosting Services October 2016	1006.1 · Sterling Operating Account	
2016-2501	10/01/2016		Web Hosting Services October 2016 TA	8094 · Outside Services	-175.00
			Web Hosting Services October 2016 TC	8094 · Outside Services	-175.00
				TOTAL	-350.00
17941	10/07/2016	KC Brand		1006.1 · Sterling Operating Account	
10/1CC	10/01/2016	!Casting Crowns 2016	Third party sales 10/1/16 Casting Crowns	5300.7 · Sales-Third Party	-863.90
10/2AmsVEverett	10/02/2016	!ETC - Tri-City Americans Games	Third party sales 10/2/16 Ams vs Everett	5300.7 · Sales-Third Party	-260.00
				TOTAL	-1,123.90
17942	10/07/2016	Kerr Law Group	Legal services 8/31/16-9/23/16	1006.1 · Sterling Operating Account	
14077	09/28/2016		Legal services 8/31/16-9/23/16	8092 · Professional Fees	-159.00
			Due from TRCC - Legal services 8/31/16-9/23/16	2215 · Due To (From) Convention Center	-22.50
				TOTAL	-181.50
17943	10/07/2016	KNDOTV23/KNDUTV25	Jay Owenhouse Ads PO#1229	1006.1 · Sterling Operating Account	
96731-1	09/25/2016		Jay Owenhouse Ads PO#1229	1633.34 · Jay Owenhouse	-136.00
				TOTAL	-136.00
17944	10/07/2016	Kuhn, Joshua T.	Event Security 9/16/16 Ams vs Spokane	1006.1 · Sterling Operating Account	
9/16AmsVSpok	09/16/2016	!ETC - Tri-City Americans Games	Event Security 9/16/16 Ams vs Spokane	8065 · Contracted Labor	-160.00
				TOTAL	-160.00
17945	10/07/2016	PeopleReady Inc	4040-1097	1006.1 · Sterling Operating Account	
21438834	09/23/2016	!ETC160923 - Dierks Bentley	Labor for Dierks Bentley 9/23/16	5008 · Contract Labor-Reimbursed	-608.96
				TOTAL	-608.96

**Toyota Center and Toyota Arena
Operations Claims Roster
October 2016**

Num	Date	Name	Memo	Account	Paid Amount
17946	10/07/2016	Latte Lovn Espresso	Third party sales 10/2/16 Ams vs Everett	1006.1 · Sterling Operating Account	
10/2AmsVEverett	10/02/2016	!ETC - Tri-City Americans Games	Third party sales 10/2/16 Ams vs Everett	5300.7 · Sales-Third Party	-279.70
				TOTAL	-279.70
17947	10/07/2016	Lowe's Commercial Services		1006.1 · Sterling Operating Account	
16802	09/01/2016		Ice supplies - invoice lost/reprinted PO#1153	8104 · Ice-Related	-57.98
16900	09/19/2016		Building supplies PO#1267	8041 · Repairs & Maintenance-Building	-21.54
				TOTAL	-79.52
17948	10/07/2016	Mantanona, Hanna	Learn to skate coaching September 2016	1006.1 · Sterling Operating Account	
LTSSept16	10/01/2016		Learn to skate coaching September 2016	8065 · Contracted Labor	-60.00
				TOTAL	-60.00
17949	10/07/2016	Meiners, Darrin		1006.1 · Sterling Operating Account	
9/16AmsVSpok	09/16/2016	!ETC - Tri-City Americans Games	Event Security 9/16/16 Ams vs Spokane	8065 · Contracted Labor	-160.00
10/2AmsVEverett	10/02/2016	!ETC - Tri-City Americans Games	Event Security 10/2/16 Ams vs Everett	8065 · Contracted Labor	-160.00
				TOTAL	-320.00
17950	10/07/2016	Mid Columbia Hockey Officials Association	Referees for adult hockey league July, August 2016	1006.1 · Sterling Operating Account	
16-020	10/02/2016		Referees for adult hockey league July, August 2016	8094 · Outside Services	-5,005.00
				TOTAL	-5,005.00
17951	10/07/2016	Northwest Public Radio	Jay Owenhouse Ads PO#1228	1006.1 · Sterling Operating Account	
65061	09/30/2016		Jay Owenhouse Ads PO#1228	1633.34 · Jay Owenhouse	-630.00
				TOTAL	-630.00
17952	10/07/2016	Papa Johns.		1006.1 · Sterling Operating Account	
S4176-16-8630	10/01/2016		Food order 10/1/16	1400.9 · Inventory-Toyota Arena	-36.26
10/2AmsVEverett	10/02/2016	!ETC - Tri-City Americans Games	Third party sales 10/2/16 Ams vs Everett	5300.7 · Sales-Third Party	-307.15
				TOTAL	-343.41
17953	10/07/2016	RFP Mfg.	Rink Plexi PO#1275	1006.1 · Sterling Operating Account	
8255	09/20/2016		Rink Plexi PO#1275	8104 · Ice-Related	-2,003.67
				TOTAL	-2,003.67
17954	10/07/2016	Rosane, Michael	Event Security 9/16/16 Ams vs Spokane	1006.1 · Sterling Operating Account	
9/16AmsVSpok	09/16/2016	!ETC - Tri-City Americans Games	Event Security 9/16/16 Ams vs Spokane	8065 · Contracted Labor	-160.00
				TOTAL	-160.00
17955	10/07/2016	Springhill Suites	Rooms: Dierks contracted labor 9/22/16-9/24/16	1006.1 · Sterling Operating Account	
206D500002015	09/26/2016	!ETC160923 - Dierks Bentley	Rooms: Dierks contracted labor 9/22/16-9/24/16	5073 · Reimbursed Outside Services	-801.66
				TOTAL	-801.66
17956	10/07/2016	Staples/Corp Express, Inc.	Office supplies PO#1261	1006.1 · Sterling Operating Account	
3315354017	09/20/2016		Office supplies PO#1261	8005 · Office Supplies	-64.82
			Due from TRCC - Office supplies PO#1261	2215 · Due To (From) Convention Center	-60.00
				TOTAL	-124.82
17957	10/07/2016	Sunbelt Rentals	Lift rentals for Dierks Bentley 9/23/16-9/26/16	1006.1 · Sterling Operating Account	
63568384-001	09/26/2016	!ETC160923 - Dierks Bentley	Lift rentals for Dierks Bentley 9/23/16-9/26/16	5073 · Reimbursed Outside Services	-1,957.35
				TOTAL	-1,957.35
17958	10/07/2016	Sysco Spokane, Inc.	106526	1006.1 · Sterling Operating Account	
609290521	09/29/2016		Food order 9/29/16	1400.1 · Inventory-Food	-1,535.18
609290522	09/29/2016		Kitchen Supply order PO#1285	8098.1 · Supplies & Equipment-F&B	-450.64
				TOTAL	-1,985.82
17959	10/07/2016	Thyssenkrupp Elevator Corp.	75157	1006.1 · Sterling Operating Account	
3002800829	10/01/2016		Elevator maintenance 10/1/16-12/31/16	8041 · Repairs & Maintenance-Building	-1,106.66
				TOTAL	-1,106.66

**Toyota Center and Toyota Arena
Operations Claims Roster
October 2016**

Num	Date	Name	Memo	Account	Paid Amount
17960	10/07/2016	Trios Health - KGH EMTS	September 2016 EMT Services	1006.1 · Sterling Operating Account	
Sept16EMT	10/03/2016	!ETC - Tri-City Americans Games	EMT Services 9/7/16 Ams	8065 · Contracted Labor	-200.00
		!ETC - Tri-City Americans Games	EMT Services 9/8/16 Ams	8065 · Contracted Labor	-425.00
		!ETC - Tri-City Americans Games	EMT Services 9/9/16 Ams	8065 · Contracted Labor	-512.50
		!ETC - Tri-City Americans Games	EMT Services 9/10/16 Ams	8065 · Contracted Labor	-587.50
		!ETC - Tri-City Americans Games	EMT Services 9/16/16 Ams	8065 · Contracted Labor	-400.00
		!ETC160923 - Dierks Bentley	EMT Services 9/23/16 Dierks Bentley	5008 · Contract Labor-Reimbursed	-575.00
		!ETC - Tri-City Americans Games	EMT Services 9/24/16 Ams	8065 · Contracted Labor	-450.00
				TOTAL	-3,150.00
17961	10/07/2016	VenuWorks, Inc.	License renewal WA 9/26/16	1006.1 · Sterling Operating Account	
13784	09/26/2016		License renewal WA 9/26/16	8012 · Licenses & Permits	-71.00
				TOTAL	-71.00
17962	10/07/2016	WCP Solutions	Garbage Bags - No PO	1006.1 · Sterling Operating Account	
9792300	10/04/2016		Garbage Bags - No PO	8095 · Janitorial Supplies	-719.15
				TOTAL	-719.15
17963	10/07/2016	Jay Owenhouse Productions	Settlement Jay Owenhouse 10/7/16	1006.1 · Sterling Operating Account	
10/7/16 Owenhou	10/07/2016	!ETC0926 - Jay Owenhouse	Jay Owenhouse 10/7/16	3601 · Unearned Revenue-Ticket Sales	-11,250.50
				TOTAL	-11,250.50
17964	10/07/2016	No Li Brewhouse LLC	Beer purchase 10/14/16	1006.1 · Sterling Operating Account	
			Beer purchase 10/14/16 - new vendor	1400.2 · Inventory-Beer	-826.00
				TOTAL	-826.00
17965	10/14/2016	Dack Janiels Touring, Inc	Chase Rice	1006.1 · Sterling Operating Account	
ChaseRice	10/15/2016	!Chase Rice	Chase Rice	1300 · Accrued Accounts Receivable	-18,000.00
				TOTAL	-18,000.00
17966	10/14/2016	Ford Audio Service	Contracted labor for Chase Rice 10/15/16	1006.1 · Sterling Operating Account	
ChaseRice	10/15/2016	!Chase Rice	Contracted labor for Chase Rice 10/15/16	5073 · Reimbursed Outside Services	-3,400.00
				TOTAL	-3,400.00
17967	10/14/2016	Impact Lighting Systems	Lighting for Chase Rice 10/15/16 (lodging included)	1006.1 · Sterling Operating Account	
ChaseRiceLights	10/15/2016	!Chase Rice	Lighting for Chase Rice 10/15/16 (lodging included)	5073 · Reimbursed Outside Services	-3,222.98
				TOTAL	-3,222.98
17968	10/14/2016	Skoglund, Paul	Runner for Chase Rice 10/15/16	1006.1 · Sterling Operating Account	
RunnerChaseRice	10/15/2016	!Chase Rice	Runner for Chase Rice 10/15/16	5073 · Reimbursed Outside Services	-175.00
				TOTAL	-175.00
17969	10/20/2016	American Express CC		1006.1 · Sterling Operating Account	
PCardSept16	09/28/2016		Bonefish & Kimo's - Finance Meeting Lunches	8056 · Travel-Meals	-59.57
			Office Depot - Stamp Ink for GS	8098 · Supplies & Equipment	-15.07
			Due from TRCC - Purchasing Card 8/29/16-9/28/16 C. Pearson	2215 · Due To (From) Convention Center	-59.56
PCardSept16	09/28/2016		CKE Parts & Lowe's: stand repairs & warmer parts	8042FB · Repr & Maint Equip, Food & Bev	-38.14
			Target & Lowe's: F&B Supplies	8098.1 · Supplies & Equipment-F&B	-135.58
PCardSept16	09/28/2016		FedEx: Shipped tickets to Wildhorse for Box Office	8002 · Postage & Shipping	-15.30
			Amazon: alcohol blood content test strips	8006 · Employee Screening	-32.63
			Les Schwab: Prill Calcium for Ice	8104 · Ice-Related	-1,441.34
			MAST tokens	1620 · MAST Training - Employee Reimb	-347.50
			Jimmy John's: Lunch for crew	8013 · Employee Recognition	-114.00
		!ETC160923 - Dierks Bentley	Enterprise: Rental for Dierks Bentley	5010 · In-House Equipment Rental	-463.24
			Due from TRCC - Purchasing Card 8/29/16-9/28/16 R. Gierke	2215 · Due To (From) Convention Center	-32.62
PCardSept16	09/28/2016		Due from TRCC - Purchasing Card 8/29/16-9/28/16 L. Lutz	2215 · Due To (From) Convention Center	-128.52
PCardSept16	09/28/2016		Due from TRCC - Purchasing Card 8/29/16-9/28/16 H. Breymeyer	2215 · Due To (From) Convention Center	-503.60
PCardSept16	09/28/2016		Formstack & Gateway: Adult hockey league fees	8094 · Outside Services	-64.00
			Pandora monthly fee	8012 · Licenses & Permits	-29.27
		!Michael W Smith & Amy Grant	Facebook ads Amy Grant & Michael W Smith PO#1130	1633.79 · Michael W Smith & Amy Grant	-29.19
			Due from TRCC - Purchasing Card 8/29/16-9/28/16 J. Potts	2215 · Due To (From) Convention Center	-74.28
				TOTAL	-3,583.41
17970	10/20/2016	Amerigas	0910002962	1006.1 · Sterling Operating Account	
3056722145	10/07/2016		Propane: 83.1 Gallons 10/5/16	8033 · Propane	-175.94
			Due from TRCC - Propane: 83.1 Gallons 10/5/16	2215 · Due To (From) Convention Center	-43.99
				TOTAL	-219.93

**Toyota Center and Toyota Arena
Operations Claims Roster
October 2016**

Num	Date	Name	Memo	Account	Paid Amount
17971	10/20/2016	Apollo Inc	HVAC repairs PO#9958	1006.1 · Sterling Operating Account	
16090570	10/01/2016		HVAC repairs PO#9958	8038 · Repairs & Maintenance-HVAC	-1,585.09
				TOTAL	-1,585.09
17972	10/20/2016	Ayala, Miguel	Event Security 10/15/16 Ams vs Prince George	1006.1 · Sterling Operating Account	
10/15AmsVPG	10/15/2016	!ETC - Tri-City Americans Games	Event Security 10/15/16 Ams vs Prince George	8065 · Contracted Labor	-163.36
				TOTAL	-163.36
17973	10/20/2016	Bargreen Ellingson, Inc	Fry warmer PO#1203	1006.1 · Sterling Operating Account	
007765177	10/12/2016		Fry warmer PO#1203	8098.1 · Supplies & Equipment-F&B	-1,765.88
				TOTAL	-1,765.88
17974	10/20/2016	Baskin Robbins		1006.1 · Sterling Operating Account	
10/8AmsVLeth	10/08/2016	!ETC - Tri-City Americans Games	Third party sales 10/8/16 Ams vs Lethbridge	5300.7 · Sales-Third Party	-514.52
10/14AmsVKam	10/14/2016	!ETC - Tri-City Americans Games	Third party sales 10/14/16 Ams vs Kamloops	5300.7 · Sales-Third Party	-383.06
10/15AmsVPG	10/15/2016	!ETC - Tri-City Americans Games	Third party sales 10/15/16 Ams vs Prince George	5300.7 · Sales-Third Party	-577.58
				TOTAL	-1,475.16
17975	10/20/2016	Benton PUD		1006.1 · Sterling Operating Account	
LgGenSvc9/6-10/	10/07/2016		Large General Service 9/6/16-10/5/16	8036.3 · Electricity	-21,478.62
SmGenSvcLights	10/07/2016		Small General Service - Lights 9/6/16-10/6/16	8036.3 · Electricity	-91.86
			Due from TRCC - Small General Service - Lights 9/6/16-10/6/16	2215 · Due To (From) Convention Center	-91.86
SmGenSvcSign	10/11/2016		Small General Service - Sign 9/8/16-10/8/16	8036.3 · Electricity	-259.57
			Due from TRCC - Small General Service - Sign 9/8/16-10/8/16	2215 · Due To (From) Convention Center	-111.24
				TOTAL	-22,033.15
17976	10/20/2016	Brashear Electric, Inc.		1006.1 · Sterling Operating Account	
27253	10/04/2016	!ETC160923 - Dierks Bentley	Stage hookup for Dierks Bentley 9/22/16	5073 · Reimbursed Outside Services	-673.32
27322	10/05/2016		Welder hookup for compressor system repairs	8041 · Repairs & Maintenance-Building	-164.44
27356	10/06/2016	!Casting Crowns 2016	Stage hookup for Casting Crowns 10/6/16	5073 · Reimbursed Outside Services	-673.32
				TOTAL	-1,511.08
17977	10/20/2016	Bravado Int Group MS Inc	Dierks Bentley Merch	1006.1 · Sterling Operating Account	
Dierks Bentley M	09/30/2016		Artist portion of merch - Dierks 9/23/16	5005 · Merchandise Sales Revenue	-14,207.39
				TOTAL	-14,207.39
17978	10/20/2016	Cascade Natural Gas - COL	Gas service 9/14/16-10/10/16	1006.1 · Sterling Operating Account	
Svc9/14-10/10	10/11/2016		Gas service 9/14/16-10/10/16	8036.2 · Natural Gas	-355.17
				TOTAL	-355.17
17979	10/20/2016	Cascade Natural Gas - ICE	Gas service 9/14/16-10/10/16	1006.1 · Sterling Operating Account	
Svc9/14-10/10	10/11/2016		Gas service 9/14/16-10/10/16	8036.2 · Natural Gas	-993.32
				TOTAL	-993.32
17980	10/20/2016	Cash and Carry	Chase Rice backstage food 10/13/16	1006.1 · Sterling Operating Account	
119469	10/13/2016	!Chase Rice	Chase Rice backstage food 10/13/16	1400.1 · Inventory-Food	-175.08
				TOTAL	-175.08
17981	10/20/2016	Chapala Express Stand		1006.1 · Sterling Operating Account	
10/8AmsVLeth	10/08/2016	!ETC - Tri-City Americans Games	Third party sales 10/8/16 Ams vs Lethbridge	5300.7 · Sales-Third Party	-882.87
10/14AmsVKam	10/14/2016	!ETC - Tri-City Americans Games	Third party sales 10/14/16 Ams vs Kamloops	5300.7 · Sales-Third Party	-770.88
10/15AmsVPG	10/15/2016	!ETC - Tri-City Americans Games	Third party sales 10/15/16 Ams vs Prince George	5300.7 · Sales-Third Party	-871.89
				TOTAL	-2,525.64
17982	10/20/2016	Cherry Creek Radio	Jay Owenhouse Ads PO#1232	1006.1 · Sterling Operating Account	
IN-F-1160910003	10/01/2016		Jay Owenhouse Ads PO#1232	1633.34 · Jay Owenhouse	-204.00
				TOTAL	-204.00
17983	10/20/2016	Coca-Cola	Soda order 10/6/16	1006.1 · Sterling Operating Account	
6113	10/06/2016		Soda order 10/6/16	1400.1 · Inventory-Food	-1,680.00
				TOTAL	-1,680.00
17984	10/20/2016	Columbia Industries	0935	1006.1 · Sterling Operating Account	
0039885	09/30/2016		Shred services 9/30/16	8094 · Outside Services	-68.34
				TOTAL	-68.34

**Toyota Center and Toyota Arena
Operations Claims Roster
October 2016**

Num	Date	Name	Memo	Account	Paid Amount
17985	10/20/2016	Cooper, Lee	Event Security 10/15/16 Chase Rice	1006.1 · Sterling Operating Account	
10/15ChaseRice	10/15/2016	! :Chase Rice	Event Security 10/15/16 Chase Rice	8065 · Contracted Labor	-183.36
				TOTAL	-183.36
17986	10/20/2016	Dunkaroos		1006.1 · Sterling Operating Account	
10/8AmsVLeth	10/08/2016	! :ETC - Tri-City Americans Games	Third party sales 10/8/16 Ams vs Lethbridge	5300.7 · Sales-Third Party	-503.27
10/14AmsVKam	10/14/2016	! :ETC - Tri-City Americans Games	Third party sales 10/14/16 Ams vs Kamloops	5300.7 · Sales-Third Party	-288.36
10/15AmsVPG	10/15/2016	! :ETC - Tri-City Americans Games	Third party sales 10/15/16 Ams vs Prince George	5300.7 · Sales-Third Party	-553.27
				TOTAL	-1,344.90
17987	10/20/2016	Food Services of America		1006.1 · Sterling Operating Account	
8525914	10/06/2016		Food order 10/6/16	1400.1 · Inventory-Food	-2,474.78
8525915	10/06/2016		Food order 10/6/16	1400.1 · Inventory-Food	-128.88
8532082	10/12/2016		Food order 10/12/16	1400.1 · Inventory-Food	-446.81
				TOTAL	-3,050.47
17988	10/20/2016	Full Compass Systems, Ltd.		1006.1 · Sterling Operating Account	
INC00268790	10/04/2016		Gaff and Safety tape PO#1292	8098 · Supplies & Equipment	-1,224.00
INC00269579	10/05/2016		Safety tape PO#1292	8098 · Supplies & Equipment	-14.00
INC00273484	10/11/2016		Safety tape PO#1292	8098 · Supplies & Equipment	-56.00
				TOTAL	-1,294.00
17989	10/20/2016	KC Brand		1006.1 · Sterling Operating Account	
10/7Owenhouse	10/07/2016		Third party sales 10/7/16 Jay Owenhouse	5300.7 · Sales-Third Party	-311.69
10/8AmsVLeth	10/08/2016		Third party sales 10/8/16 Ams vs Lethbridge	5300.7 · Sales-Third Party	-325.49
10/14AmsVKam	10/14/2016	! :ETC - Tri-City Americans Games	Third party sales 10/14/16 Ams vs Kamloops	5300.7 · Sales-Third Party	-297.29
10/15AmsVPG	10/14/2016	! :ETC - Tri-City Americans Games	Third party sales 10/15/16 Ams vs Prince George	5300.7 · Sales-Third Party	-466.91
				TOTAL	-1,401.38
17990	10/20/2016	KEPR-TV		1006.1 · Sterling Operating Account	
R628488-1	09/30/2016		Jay Owenhouse Ads PO#1184	1633.34 · Jay Owenhouse	-294.00
R628012-1	09/30/2016		Jay Owenhouse Ads PO#1184	1633.34 · Jay Owenhouse	-1,568.25
				TOTAL	-1,862.25
17991	10/20/2016	Kuhn, Joshua T.	Event Security 10/15/16 Chase Rice	1006.1 · Sterling Operating Account	
10/15ChaseRice	10/15/2016	! :Chase Rice	Event Security 10/15/16 Chase Rice	8065 · Contracted Labor	-183.36
				TOTAL	-183.36
17992	10/20/2016	Latte Lovn Espresso		1006.1 · Sterling Operating Account	
10/7Owenhouse	10/07/2016		Third party sales 10/7/16 Jay Owenhouse	5300.7 · Sales-Third Party	-93.83
10/8AmsVLeth	10/08/2016	! :ETC - Tri-City Americans Games	Third party sales 10/8/16 Ams vs Lethbridge	5300.7 · Sales-Third Party	-381.22
10/14AmsVKam	10/14/2016	! :ETC - Tri-City Americans Games	Third party sales 10/14/16 Ams vs Kamloops	5300.7 · Sales-Third Party	-369.06
10/15AmsVPG	10/15/2016	! :ETC - Tri-City Americans Games	Third party sales 10/15/16 Ams vs Prince George	5300.7 · Sales-Third Party	-479.93
				TOTAL	-1,324.04
17993	10/20/2016	Lowe's Commercial Services		1006.1 · Sterling Operating Account	
CastingCrowns	10/01/2016	! :Casting Crowns 2016	Supplies needed for Casting Crowns 10/1/16	5073 · Reimbursed Outside Services	-27.60
16510	10/05/2016		Polisher and microfiber cloths PO#1295	8016 · Tools & Small Equipment	-20.59
				TOTAL	-48.19
17994	10/20/2016	Meiners, Darrin	Event security 10/14/16 Ams vs Kamloops	1006.1 · Sterling Operating Account	
10/14AmsVKam	10/14/2016	! :ETC - Tri-City Americans Games	Event security 10/14/16 Ams vs Kamloops	8065 · Contracted Labor	-160.00
				TOTAL	-160.00
17995	10/20/2016	Merkl, Isaac	Event Security 10/15/16 Ams vs Prince George	1006.1 · Sterling Operating Account	
10/15AmsVPG	10/15/2016	! :ETC - Tri-City Americans Games	Event Security 10/15/16 Ams vs Prince George	8065 · Contracted Labor	-163.36
				TOTAL	-163.36
17996	10/20/2016	Monteblanco, Marco	Event security 10/14/16 Ams vs Kamloops	1006.1 · Sterling Operating Account	
10/14AmsVKam	10/14/2016	! :ETC - Tri-City Americans Games	Event security 10/14/16 Ams vs Kamloops	8065 · Contracted Labor	-160.00
				TOTAL	-160.00
17997	10/20/2016	Moon Security Services, Inc.	Alarm work: change from G2 to GSM PO#1264	1006.1 · Sterling Operating Account	
842526	10/06/2016		Alarm work: change from G2 to GSM PO#1264	8039 · Security & Fire Alarm System	-551.25
				TOTAL	-551.25

**Toyota Center and Toyota Arena
Operations Claims Roster
October 2016**

Num	Date	Name	Memo	Account	Paid Amount
17998	10/20/2016	Oxarc		1006.1 · Sterling Operating Account	
24660PP	09/30/2016	!Casting Crowns 2016	CO2 rental for Casting Crowns 9/30/16	5073 · Reimbursed Outside Services	-51.62
R441755	10/01/2016	!Casting Crowns 2016	CO2 rentals for Casting Crowns	5073 · Reimbursed Outside Services	-21.39
F342740	10/01/2016		Ansel repairs and system tear out PO#1288	8041FB · Repr & Maint Bldg, Food & Bev	-745.87
				TOTAL	-818.88
17999	10/20/2016	Papa Johns.		1006.1 · Sterling Operating Account	
10/8AmsVLeth	10/08/2016	!ETC - Tri-City Americans Games	Third party sales 10/8/16 Ams vs Lethbridge	5300.7 · Sales-Third Party	-250.42
10/14AmsVKam	10/14/2016	!ETC - Tri-City Americans Games	Third party sales 10/14/16 Ams vs Kamloops	5300.7 · Sales-Third Party	-263.50
10/15AmsVPG	10/15/2016	!ETC - Tri-City Americans Games	Third party sales 10/15/16 Ams vs Prince George	5300.7 · Sales-Third Party	-362.65
				TOTAL	-876.57
18009	10/20/2016	Peterson, Justin	Event Security 10/8/16 Ams vs Lethbridge	1006.1 · Sterling Operating Account	
10/8AmsVLeth	10/08/2016	!ETC - Tri-City Americans Games	Event Security 10/8/16 Ams vs Lethbridge	8065 · Contracted Labor	-160.00
				TOTAL	-160.00
18010	10/20/2016	Ranch and Home		1006.1 · Sterling Operating Account	
50053874	10/01/2016		Supplies for ice maintenance	8104 · Ice-Related	-313.88
50053868	10/01/2016		Supplies for ice maintenance	8104 · Ice-Related	-271.48
50055024	10/03/2016		Replacement clothing: ruined by brine PO#1290	8098 · Supplies & Equipment	-255.13
				TOTAL	-840.49
18011	10/20/2016	Rosane, Michael	Event Security 10/8/16 Ams vs Lethbridge	1006.1 · Sterling Operating Account	
10/8AmsVLeth	10/11/2016	!ETC - Tri-City Americans Games	Event Security 10/8/16 Ams vs Lethbridge	8065 · Contracted Labor	-160.00
				TOTAL	-160.00
18012	10/20/2016	Springhill Suites	Room rental for Casting Crowns contracted labor	1006.1 · Sterling Operating Account	
206D500002026	10/04/2016	!Casting Crowns 2016	Room rental for Casting Crowns contracted labor	5073 · Reimbursed Outside Services	-735.30
				TOTAL	-735.30
18013	10/20/2016	Sunbelt Rentals	Lift rentals for Dierks Bentley	1006.1 · Sterling Operating Account	
63771391-001	10/05/2016	!ETC160923 - Dierks Bentley	Lift rentals for Dierks Bentley	5073 · Reimbursed Outside Services	-1,040.21
				TOTAL	-1,040.21
18014	10/20/2016	Townsquare Media-Tri Cities	Chase Rice Ads PO#1233	1006.1 · Sterling Operating Account	
IN-1160940039	10/01/2016	!Chase Rice	Chase Rice Ads PO#1233	1633.80 · Chase Rice	-720.80
				TOTAL	-720.80
18015	10/20/2016	Tri-City Herald	September 2016 Ads	1006.1 · Sterling Operating Account	
Sept16Ads	10/01/2016		Cirque Ads PO#1039	1633.73 · Cirque Dreams Holidaze BW16-17	-850.14
			Jay Owenhouse Ads PO#1186	1633.34 · Jay Owenhouse	-856.00
				TOTAL	-1,706.14
18016	10/20/2016	Tri City Americans		1006.1 · Sterling Operating Account	
300090116b	09/01/2016		Food and Beverage Sponsorship #1	5013.1 · Signage/Sponsorship-Team Share	-6,875.00
Red Lion 9/7-9/10	09/10/2016	!ETC - Red Lion Tourney	Red Lion Tourney 9/7 - 9/10/16	3601 · Unearned Revenue-Ticket Sales	-5,331.64
		!ETC - Red Lion Tourney	Concession Share, Red Lion Tourney 9/7 - 9/10/16	8069.1 · Concessions Share - Team	-754.32
9/16 Ams Presea:	09/16/2016	!ETC - Tri-City Americans Games	Ams Preseason 9/16/16	3601 · Unearned Revenue-Ticket Sales	-2,195.46
		!ETC - Tri-City Americans Games	Conc Share, Ams Preseason 9/16/16	8069.1 · Concessions Share - Team	-244.44
9/24 Ams vs Spo:	09/24/2016	!ETC - Tri-City Americans Games	Ams vs Spokane 9/24/16	3601 · Unearned Revenue-Ticket Sales	-8,728.29
		!ETC - Tri-City Americans Games	Suite Share, Ams vs Spokane 9/24/16	5004.10 · Team Share-Suite Revenue	-1,078.96
		!ETC - Tri-City Americans Games	Conc Share, Ams vs Spokane 9/24/16	8069.1 · Concessions Share - Team	-1,915.76
10/2 Ams vs Ever	10/02/2016	!ETC - Tri-City Americans Games	Ams vs Everett 10/2/16	3601 · Unearned Revenue-Ticket Sales	-660.92
		!ETC - Tri-City Americans Games	Suite Share, Ams vs Everett 10/2/16	5004.10 · Team Share-Suite Revenue	-254.71
		!ETC - Tri-City Americans Games	Conc Share, Ams vs Everett 10/2/16	8069.1 · Concessions Share - Team	-138.48
10/8 Ams v Lthbri	10/08/2016	!ETC - Tri-City Americans Games	Ams vs Lethbridge 10/8/16	3601 · Unearned Revenue-Ticket Sales	-4,455.37
		!ETC - Tri-City Americans Games	Suite Share, Ams vs Lethbridge 10/8/16	5004.10 · Team Share-Suite Revenue	-849.07
		!ETC - Tri-City Americans Games	Conc Share, Ams vs Lethbridge 10/8/16	8069.1 · Concessions Share - Team	-705.94
				TOTAL	-34,188.36
18017	10/20/2016	VenuWorks, Inc.	October 2016 Management Fee	1006.1 · Sterling Operating Account	
13827	10/01/2016		October 2016 Management Fee	8124 · VenuWorks Management Fee	-8,816.39
				TOTAL	-8,816.39
18018	10/20/2016	Vistar Corporation	Food order 10/5/16	1006.1 · Sterling Operating Account	
46845469	10/05/2016		Food order 10/5/16	1400.1 · Inventory-Food	-830.97
				TOTAL	-830.97

**Toyota Center and Toyota Arena
Operations Claims Roster
October 2016**

Num	Date	Name	Memo	Account	Paid Amount
18019	10/20/2016	Weaver Exterminating Service, Inc.	Monthly pest control 9/20/16	1006.1 · Sterling Operating Account	
564441	10/01/2016		Monthly pest control 9/20/16	8094 · Outside Services	-249.78
				TOTAL	-249.78
18020	10/01/2016	Central Washington Refrigeration	CIP - Header pipe replacement	1006.1 · Sterling Operating Account	
Header Pipe Repl	10/01/2016		CIP - Header pipe replacement	8026 · Capital Improvements	-129,979.65
				TOTAL	-129,979.65
18021	10/28/2016	Alsco	0020000	1006.1 · Sterling Operating Account	
LSP01823787	10/11/2016		Uniforms - F&B 10/11/16	8100.2 · Uniforms-F&B	-30.78
LSP01829375	10/25/2016		Uniforms - F&B 10/25/16	8100.2 · Uniforms-F&B	-30.41
				TOTAL	-61.19
18022	10/28/2016	Amerigas	0910002962	1006.1 · Sterling Operating Account	
3056978368	10/15/2016		Propane: 41.2 gallons 10/11/16	8033 · Propane	-94.08
			Due from TRCC - Propane: 41.2 gallons 10/11/16	2215 · Due To (From) Convention Center	-23.52
				TOTAL	-117.60
18023	10/28/2016	Athletica Sport Systems		1006.1 · Sterling Operating Account	
405326	10/01/2016		Rink glass restoration kit	8140 · Building Equipment	-427.90
			Rink glass restoration polish	8095 · Janitorial Supplies	-484.36
405450	10/11/2016		Rink glass restoration kit	8140 · Building Equipment	-427.90
				TOTAL	-1,340.16
18024	10/28/2016	Brashear Electric, Inc.	Stage hookup for Jay Owenhouse 10/6/16	1006.1 · Sterling Operating Account	
27371	10/13/2016		Stage hookup for Jay Owenhouse 10/6/16	5073 · Reimbursed Outside Services	-673.32
				TOTAL	-673.32
18025	10/28/2016	Brazil, Frank	Meals & Incidentals for travel to Everett WHL Seminar	1006.1 · Sterling Operating Account	
WHLSeminar	11/02/2016		Meals & Incidentals for travel to Everett WHL Seminar	8056 · Travel-Meals	-48.00
				TOTAL	-48.00
18026	10/28/2016	Canon Financial Services, Inc.	730707	1006.1 · Sterling Operating Account	
16593426	10/13/2016		Copier Maint & Lease fee IRC5250 7/31/16-9/30/16	8007 · Printing & Copiers	-361.68
				TOTAL	-361.68
18027	10/28/2016	Canon Solutions America (Oce)	BHA806	1006.1 · Sterling Operating Account	
4020338119	10/01/2016		Copier maintenance SHPIM3511 10/1/16-10/31/16	8007 · Printing & Copiers	-23.13
4020348528	10/01/2016		Copier maintenance KMZF25 10/1/16-10/31/16	8007 · Printing & Copiers	-25.44
				TOTAL	-48.57
18028	10/28/2016	Cash and Carry	Food purchase 10/25/16	1006.1 · Sterling Operating Account	
124237	10/25/2016		Food purchase 10/25/16	1400.1 · Inventory-Food	-75.70
				TOTAL	-75.70
18029	10/28/2016	Cherry Creek Radio	Jay Owenhouse Ads PO#1232	1006.1 · Sterling Operating Account	
IN-F-1161010109	10/17/2016		Jay Owenhouse Ads PO#1232	1633.34 · Jay Owenhouse	-306.00
				TOTAL	-306.00
18030	10/28/2016	City of Kennewick-Grounds Maintenance	Qtr 3 2016 Grounds maintenance	1006.1 · Sterling Operating Account	
012555Qtr3	10/10/2016		Qtr 3 2016 Grounds maintenance	8044 · Repairs & Maintenance-Grounds	-1,970.34
				TOTAL	-1,970.34
18031	10/28/2016	Coca-Cola	Soda order 10/12/16	1006.1 · Sterling Operating Account	
6299	10/12/2016		Soda order 10/12/16	1400.1 · Inventory-Food	-1,416.00
				TOTAL	-1,416.00
18032	10/28/2016	Department of Licensing	Company truck registration renewal 2016-2017	1006.1 · Sterling Operating Account	
C06776CRenew	10/21/2016		Company truck registration renewal 2016-2017	8141 · Vehicle Expenses	-40.50
			Due from TRCC - Company truck registration renewal 2016-2017	2215 · Due To (From) Convention Center	-40.50
				TOTAL	-81.00

**Toyota Center and Toyota Arena
Operations Claims Roster
October 2016**

Num	Date	Name	Memo	Account	Paid Amount
18033	10/28/2016	Farmer Brothers Coffee		1006.1 · Sterling Operating Account	
64534794	10/20/2016		Coffee order 10/20/16	1400.1 · Inventory-Food	-61.20
64534795	10/20/2016		Coffee order TA 10/20/16	1400.9 · Inventory-Toyota Arena	-55.27
				TOTAL	-116.47
18034	10/28/2016	Gierke, Rob	Meals & Incidentals - WHL Travel 11/8/16-11/9/16	1006.1 · Sterling Operating Account	
WHLTravel	11/08/2016		Meals & Incidentals - WHL Travel 11/8/16-11/9/16	8056 · Travel-Meals	-117.00
				TOTAL	-117.00
18035	10/28/2016	Grainger Industrial Supply	Hydrometer PO#1217	1006.1 · Sterling Operating Account	
9248391345	10/10/2016		Hydrometer PO#1217	8104 · Ice-Related	-52.99
				TOTAL	-52.99
18036	10/28/2016	Great Floors Commercial Sales	Carpet in new production offices PO#1270	1006.1 · Sterling Operating Account	
762814	10/01/2016		Carpet in new production offices PO#1270	8041 · Repairs & Maintenance-Building	-487.21
				TOTAL	-487.21
18037	10/28/2016	Infinity Pro Sports	Web hosting services Nov 2016	1006.1 · Sterling Operating Account	
2016-2723	11/01/2016		Web hosting services Nov 2016 TA	8094 · Outside Services	-175.00
			Web hosting services Nov 2016 TC	8094 · Outside Services	-175.00
				TOTAL	-350.00
18038	10/28/2016	KNDOTV23/KNDUTV25	Jay Owenhouse Ads PO#1229	1006.1 · Sterling Operating Account	
96731-2	10/10/2016		Jay Owenhouse Ads PO#1229	1633.34 · Jay Owenhouse	-748.00
				TOTAL	-748.00
18039	10/28/2016	PeopleReady Inc	4040-1097	1006.1 · Sterling Operating Account	
21468146	10/01/2016	!ETC160923 - Dierks Bentley	Contracted Labor for Dierks Bentley	5008 · Contract Labor-Reimbursed	-2,259.81
				TOTAL	-2,259.81
18040	10/28/2016	Legacy Telecommunications, Inc.	Annual generator inspection/Service PO#1282	1006.1 · Sterling Operating Account	
20879	10/01/2016		Annual generator inspection/Service PO#1282	8041 · Repairs & Maintenance-Building	-532.14
				TOTAL	-532.14
18041	10/28/2016	Lowe's Commercial Services		1006.1 · Sterling Operating Account	
L160925	10/01/2016		Finance charge: late pmt on invoice not submitted to AP	8017 · Miscellaneous	-0.50
16386	10/01/2016		Painting supplies PO#1246 - 9/14/16 - submitted late	8041 · Repairs & Maintenance-Building	-10.72
16240	10/10/2016		Tool bag setup for new Ops Mgr PO#1301	8016 · Tools & Small Equipment	-176.20
16626	10/12/2016		Shelf brackets for Uniform hangers PO#1304	8098 · Supplies & Equipment	-36.92
				TOTAL	-224.34
18042	10/28/2016	Moffett, William	Travel to Everett: WHL Seminar 11/2/16	1006.1 · Sterling Operating Account	
WHLSeminar	11/02/2016		Meals & Incidentals for travel to Everett WHL Seminar	8056 · Travel-Meals	-48.00
			Enterprise rental car for Everett WHL Seminar	8055 · Travel-Vehicle	-88.03
				TOTAL	-136.03
18043	10/28/2016	Moon Security Services, Inc.		1006.1 · Sterling Operating Account	
843151	11/01/2016		Basic fire monitoring - Arena 11/1/16-11/30/16	8039 · Security & Fire Alarm System	-41.00
844941	11/01/2016		Basic Comm Monitoring - Arena Ammonia 11/1/16-11/30/16	8039 · Security & Fire Alarm System	-36.00
843460	11/01/2016		Basic Fire Monitoring - TC 11/1/16-11/30/16	8039 · Security & Fire Alarm System	-51.00
845295	11/01/2016		Basic vault & kitchen monitoring 11/1/16-11/30/16	8039 · Security & Fire Alarm System	-19.00
			Basic vault & kitchen monitoring 11/1/16-11/30/16	8039FB · Sec & Fire Alarm, Food & Bev	-49.95
			Due from TRCC - Basic vault & kitchen monitoring 11/1/16-11/30/16	2215 · Due To (From) Convention Center	-19.00
				TOTAL	-215.95
18044	10/28/2016	O2 Draft Beverage Maintenance	Beer tap cleaning service 10/26/16	1006.1 · Sterling Operating Account	
7869-17	10/26/2016		Beer tap cleaning service 10/26/16	8042FB · Repr & Maint Equip, Food & Bev	-304.08
				TOTAL	-304.08
18045	10/28/2016	Oxarc	CO2 rentals for Chase Rice	1006.1 · Sterling Operating Account	
25728PP	10/12/2016	!Chase Rice	CO2 rentals for Chase Rice	5073 · Reimbursed Outside Services	-208.15
				TOTAL	-208.15
18046	10/28/2016	Papa Johns.	Food order for birthday party 10/9/16	1006.1 · Sterling Operating Account	
S4176-16-8689	10/09/2016		Food order for birthday party 10/9/16	1400.9 · Inventory-Toyota Arena	-56.10
				TOTAL	-56.10

**Toyota Center and Toyota Arena
Operations Claims Roster
October 2016**

Num	Date	Name	Memo	Account	Paid Amount
18047	10/28/2016	Pearson, Corey	Meals & Incidentals - WHL Travel 11/8/16-11/9/16	1006.1 · Sterling Operating Account	
WHLTravel	11/08/2016		Meals & Incidentals - WHL Travel 11/8/16-11/9/16	8056 · Travel-Meals	-117.00
				TOTAL	-117.00
18048	10/28/2016	RADIO TRI CITIES	Job fair ads PO#1129	1006.1 · Sterling Operating Account	
9372	10/01/2016		Job fair ads PO#1129	8003 · Non-Event Advertising	-106.25
			Due from TRCC - Job fair ads PO#1129	2215 · Due To (From) Convention Center	-106.25
				TOTAL	-212.50
18049	10/28/2016	Safeguard		1006.1 · Sterling Operating Account	
031744913	10/10/2016		Operating Acct Checks PO#1297	8005 · Office Supplies	-186.88
031744922	10/10/2016		Operating Acct Deposit slips PO#1297	8005 · Office Supplies	-86.24
			Due from TRCC - Operating Acct Checks PO#1297	2215 · Due To (From) Convention Center	-251.14
				TOTAL	-524.26
18050	10/28/2016	Spectrum Business	Phone & Internet Service 10/26/16-11/25/16	1006.1 · Sterling Operating Account	
Svc10/26-11/25	10/20/2016		Internet Service 10/26/16-11/25/16	8034.3 · Internet	-109.98
			Phone Service 10/26/16-11/25/16	8034.1 · Telephone	-882.93
				TOTAL	-992.91
18051	10/28/2016	Staples/Corp Express, Inc.	Sign holders F&B PO#1261	1006.1 · Sterling Operating Account	
3316128127	10/01/2016		Sign holders F&B PO#1261	8178 · Event Supplies	-71.23
				TOTAL	-71.23
18052	10/28/2016	Sysco Spokane, Inc.	106526	1006.1 · Sterling Operating Account	
610060472	10/06/2016		Food order 10/6/16	1400.1 · Inventory-Food	-1,377.67
610120234	10/12/2016		Food order 10/12/16	1400.1 · Inventory-Food	-1,762.88
				TOTAL	-3,140.55
18053	10/28/2016	Tri City Americans		1006.1 · Sterling Operating Account	
10/14 Ams v Kam	10/14/2016	!ETC - Tri-City Americans Games	Ams vs Kamloops 10/14/16	3601 · Unearned Revenue-Ticket Sales	-1,431.14
		!ETC - Tri-City Americans Games	Suite Share, Ams vs Kamloops 10/14/16	5004.10 · Team Share-Suite Revenue	-463.04
		!ETC - Tri-City Americans Games	Conc Share, Ams vs Kamloops 10/14/16	8069.1 · Concessions Share - Team	-343.62
10/15 Ams v Pr G	10/15/2016	!ETC - Tri-City Americans Games	Ams vs Pr George 10/15/16	3601 · Unearned Revenue-Ticket Sales	-4,108.85
		!ETC - Tri-City Americans Games	Suite Share, Ams vs Pr George 10/15/16	5004.10 · Team Share-Suite Revenue	-818.36
		!ETC - Tri-City Americans Games	Conc Share, Ams vs Pr George 10/15/16	8069.1 · Concessions Share - Team	-979.24
				TOTAL	-8,144.25
18054	10/28/2016	VenuWorks, Inc.		1006.1 · Sterling Operating Account	
13838	10/01/2016		Jul-Sept F&B Commissions	3020 · Accrued Accounts Payable	-311.78
13837	10/01/2016		Ad Commissions Jun-Aug 2016	3020 · Accrued Accounts Payable	-29,285.01
				TOTAL	-29,596.79
EFT	10/01/2016	King Beverage Inc.	Shirt order 9/16/16 Inv 1528252	1006.1 · Sterling Operating Account	
			Shirt order 9/16/16 Inv 1528252	3452 · Unearned Revenue-Signage	-457.50
				TOTAL	-457.50
EFT	10/04/2016	Fintech.net	Transactionals 9/1/16-9/30/16	1006.1 · Sterling Operating Account	
			Transactionals 9/1/16-9/30/16	8111FB · Banking Fees - Food & Bev	-20.00
				TOTAL	-20.00
EFT	10/06/2016	Columbia Distributing	Beer order 10/6/16 Inv 541746	1006.1 · Sterling Operating Account	
			Beer order 10/6/16 Inv 541746	1400.2 · Inventory-Beer	-256.40
				TOTAL	-256.40
EFT	10/06/2016	King Beverage Inc.	Beer order 10/6/16 Inv 1537809	1006.1 · Sterling Operating Account	
			Beer order 10/6/16 Inv 1537809	1400.2 · Inventory-Beer	-1,892.17
				TOTAL	-1,892.17
EFT	10/06/2016	King Beverage Inc.	Supplies for Beer portables Inv 02403	1006.1 · Sterling Operating Account	
			Supplies for Beer portables Inv 02403	3452 · Unearned Revenue-Signage	-256.29
				TOTAL	-256.29
EFT	10/07/2016	Southern Wine & Spirits of Washington	Liquor order 10/7/16 Inv 2348172	1006.1 · Sterling Operating Account	
			Liquor order 10/7/16 Inv 2348172	1400.3 · Inventory-Liquor	-723.27
				TOTAL	-723.27

**Toyota Center and Toyota Arena
Operations Claims Roster
October 2016**

Num	Date	Name	Memo	Account	Paid Amount
ONLINE	10/12/2016	Sterling Change	Change Order for Cash Advance 10/14/16 - Chase Rice	1006.1 · Sterling Operating Account	
			Change Order for Cash Advance 10/14/16 - Chase Rice	1300 · Accrued Accounts Receivable	-2,500.00
				TOTAL	-2,500.00
WIRE	10/12/2016	LMG Concerts	Settlement Casting Crowns 10/1/16	1006.1 · Sterling Operating Account	
Casting Crowns 1	10/01/2016	!Casting Crowns 2016	Casting Crowns 10/1/16	3601 · Unearned Revenue-Ticket Sales	-100,180.98
		!Casting Crowns 2016	Merch, Casting Crowns 10/1/16	5005.1 · Merch Sales to Settlement	-3,005.97
		!Casting Crowns 2016	F&B, Casting Crowns 10/1/16	8069.2 · Concessions Share - Show	-1,682.29
		!Casting Crowns 2016	FF, Casting Crowns 10/1/16	5002.1 · Facility Fees to Settlement	-5,107.64
				TOTAL	-109,976.88
EFT	10/12/2016	King Beverage Inc.	Beer order 10/12/16 Inv 1540303	1006.1 · Sterling Operating Account	
			Beer order 10/12/16 Inv 1540303	1400.2 · Inventory-Beer	-2,451.85
				TOTAL	-2,451.85
EFT	10/13/2016	Columbia Distributing	Beer order 10/13/16 Inv 560357	1006.1 · Sterling Operating Account	
			Beer order 10/13/16 Inv 560357	1400.2 · Inventory-Beer	-384.60
				TOTAL	-384.60
EFT	10/13/2016	King Beverage Inc.	Beer order 10/13/16 Inv 1543044	1006.1 · Sterling Operating Account	
			Beer order 10/13/16 Inv 1543044	1400.2 · Inventory-Beer	-220.00
				TOTAL	-220.00
EFT	10/14/2016	King Beverage Inc.	Beer order 10/14/16 Inv 1545036	1006.1 · Sterling Operating Account	
			Beer order 10/13/16 Inv 1543044	1400.2 · Inventory-Beer	-1,207.84
				TOTAL	-1,207.84
ONLINE	10/17/2016	Sterling Change	Change Order for Cash Advance 10/18/16	1006.1 · Sterling Operating Account	
			Change Order for Cash Advance 10/18/16	1300 · Accrued Accounts Receivable	-230.00
				TOTAL	-230.00
TRANSFER	10/21/2016	Three Rivers Convention Center1	Payroll transfer PPE 8/21/16	1006.1 · Sterling Operating Account	
			Payroll transfer PPE 8/21/16	2215 · Due To (From) Convention Center	-42,778.63
				TOTAL	-42,778.63
TRANSFER	10/21/2016	Three Rivers Convention Center1	Payroll transfer PPE 9/4/16	1006.1 · Sterling Operating Account	
			Payroll transfer PPE 9/4/16	2215 · Due To (From) Convention Center	-44,026.67
				TOTAL	-44,026.67
TRANSFER	10/21/2016	Three Rivers Convention Center1	Payroll transfer PPE 9/18/16	1006.1 · Sterling Operating Account	
			Payroll transfer PPE 9/18/16	2215 · Due To (From) Convention Center	-66,502.76
				TOTAL	-66,502.76
TRANSFER	10/21/2016	Three Rivers Convention Center1	Payroll transfer PPE 10/2/16	1006.1 · Sterling Operating Account	
			Payroll transfer PPE 10/2/16	2215 · Due To (From) Convention Center	-91,984.68
				TOTAL	-91,984.68
WIRE	10/28/2016	Chris Moore Live	Settlement Chase Rice 10/15/16	1006.1 · Sterling Operating Account	
Chase Rice 10/15	10/15/2016	!Chase Rice	Chase Rice 10/15/16	3601 · Unearned Revenue-Ticket Sales	-2,067.13
		!Chase Rice	Ticket Rebate, Chase Rice 10/15/16	5026.1 · Ticketing Comm to Settlement	-169.88
		!Chase Rice	Merch, Chase Rice 10/15/16	5005.1 · Merch Sales to Settlement	-127.58
		!Chase Rice	F&B Share, Chase Rice 10/15/16	8069.2 · Concessions Share - Show	-336.49
		!Chase Rice	FF Share, Chase Rice 10/15/16	5002.1 · Facility Fees to Settlement	-135.55
		!Chase Rice	Temp entry, wired wrong amount, reimb 10/28	1300 · Accrued Accounts Receivable	-2,371.69
				TOTAL	-5,208.32
EFT	10/28/2016	Southern Wine & Spirits of Washington	Liquor order 10/28/16 Inv 2364858	1006.1 · Sterling Operating Account	
			Liquor order 10/28/16 Inv 2364858	1400.3 · Inventory-Liquor	-168.00
				TOTAL	-168.00
EFT	10/31/2016	Fintech.net	Transactionals 10/1/16-10/31/16	1006.1 · Sterling Operating Account	
			Transactionals 10/1/16-10/31/16	8111FB · Banking Fees - Food & Bev	-20.00
				TOTAL	-20.00

Toyota Center and Toyota Arena
Operations Claims Roster
October 2016

Num	Date	Name	Memo	Account	Paid Amount
AUTO	10/31/2016	American Payment Solutions	Credit card processing Oct 2016	1006.1 - Sterling Operating Account	
			Credit card processing Oct 2016	8109 - Credit Card Fees	-3,019.35
			Terminal costs assessed	8109 - Credit Card Fees	-375.00
				TOTAL	<u>-3,394.35</u>
Total Paid					\$801,727.25

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 17918-17999, 18009-18054	\$ 427,067.04
Electronic transfers	374,660.21
Total	<u>\$ 801,727.25</u>

Exceptions:

Check numbers 18000-18008 were used out of order and were reported on the April 2016 Claims Roster.

Council Agenda Coversheet



Agenda Item Number	3.b.(4)	Council Date	01/03/2017
Agenda Item Type	General Business Item		
Subject	Toyota Center Box Office 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 Toyota Center Box Office Account for October 2016.

Motion for Consideration

I move to approve the Claims Roster for the Toyota Center Box Office Account for October 2016 in the amount of \$1,344.06, comprised of electronic transfers.

Summary

None.

Alternatives

None.

Fiscal Impact

Total \$1,344.06.

Through

Denise Winters
Dec 21, 09:41:42 GMT-0800 2016

Dept Head Approval

Dan Legard
Dec 21, 11:38:25 GMT-0800 2016

City Mgr Approval

Marie Mosley
Dec 28, 16:44:55 GMT-0800 2016

Attachments: Roster

☐ Recording
Required?

Toyota Center and Toyota Arena
Box Office Claims Roster
October 2016

Num	Date	Name	Memo	Account	Paid Amount
ONLINE	10/17/2016	Sterling Change	Change Order for BO 10/21/16	1006.3 · Sterling Box Office Account	
			Change Order for BO 10/21/16	1130 · Vault Cash-Box Office	-1,200.00
			TOTAL		-1,200.00
AUTO	10/31/2016	American Express	AMEX fees	1006.3 · Sterling Box Office Account	
			Express Collection	8109 · Credit Card Fees	-7.95
			AMEX discount	8109 · Credit Card Fees	-136.11
			TOTAL		-144.06
Total Paid				\$1,344.06	

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



Dan Legard, Finance Director

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

Electronic transfers	\$ 1,344.06
Total	<u>\$ 1,344.06</u>

Exceptions:

Council Agenda Coversheet



Agenda Item Number	3.b.(5)	Council Date	01/03/2017
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 November 2016.

Motion for Consideration

I move to approve the Claims Roster for the Columbia Park Golf Course Account for November 2016 in the amount of \$5,215.95, comprised of check numbers 2274-2283 in the amount of \$4,500.12 and electronic transfers in the amount of \$715.83.

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 \$5,215.95.

Through

Denise Winters
Dec 21, 09:34:52 GMT-0800 2016

Dept Head Approval

Dan Legard
Dec 21, 11:24:50 GMT-0800 2016

City Mgr Approval

Marie Mosley
Dec 28, 16:57:10 GMT-0800 2016

Attachments: Roster

☐ Recording
Required?

System: 12/20/2016 5:32:36 PM
User Date: 12/20/2016

COLUMBIA PARK
VENDOR CHECK REGISTER REPORT
Payables Management

Page: 1
User ID: ARDESHIR

Ranges:	From:	To:	From:	To:
Check Number	First	Last	Check Date	11/1/2016 11/30/2016
Vendor ID	First	Last	Checkbook ID	First Last
Vendor Name	First	Last		

Sorted By: Check Number

* Voided Checks

Check Number	Vendor ID	Vendor Check Name	Check Date	Checkbook ID	Audit Trail Code	Amount
000002274	CENTRALVEND	CENTRAL VENDING-PASCO	11/4/2016	USBANK	PMCHK00000114	\$44.20
000002275	ALACARTGOLF	ALA CART GOLF CARTS, L.L.C.	11/18/2016	USBANK	PMCHK00000115	\$365.92
000002276	CENTRALVEND	CENTRAL VENDING-PASCO	11/18/2016	USBANK	PMCHK00000115	\$151.47
000002277	CITYOFKENNE	CITY OF KENNEWICK	11/18/2016	USBANK	PMCHK00000115	\$614.39
000002278	COLEMANOIL	COLEMAN OIL COMPANY	11/18/2016	USBANK	PMCHK00000115	\$624.07
000002279	FRONTIERCOM	FRONTIER COMMUNICATIONS	11/18/2016	USBANK	PMCHK00000115	\$267.74
000002280	SIMPLTOPART	SIMPLTOP PARTNERS	11/18/2016	USBANK	PMCHK00000115	\$502.83
000002281	USLINENUNIF	US LINEN & UNIFORM	11/18/2016	USBANK	PMCHK00000115	\$95.76
000002282	WESTERNEQUP	WESTERN EQUIPMENT DISTRIBUTORS,	11/18/2016	USBANK	PMCHK00000115	\$763.83
000002283	WILLIAMSSCO	WILLIAMS SCOTSMAN	11/18/2016	USBANK	PMCHK00000115	\$1,069.91
2621	COSTCO	COSTCO WHOLESALE	11/20/2016	USBANK	PMPAY00000105	\$620.80
ADP 483418955	ADPINC	ADP, LLC	11/28/2016	USBANK	PMPAY00000106	\$95.03

Total Checks: 12

Total Amount of Checks: \$5,215.95

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 2274-2283	\$	4,500.12
Electronic transfers		715.83
Total	\$	5,215.95

Exceptions:

System: 12/20/2016 5:34:07 PM
User Date: 12/20/2016

COLUMBIA PARK
CHECK DISTRIBUTION REPORT
Payables Management

Page: 1
User ID: ARDESHIR

Ranges:	From:	To:	From:	To:
Vendor ID	First	Last	Checkbook ID	First
Vendor Name	First	Last	Check Number	First
Check Date	11/1/2016	11/30/2016		Last

Sorted By: Vendor ID

Distribution Types Included: All

Vendor ID	Vendor Name	Checkbook ID	Check Number	Check Date	Check Amount

Voucher Number	Invoice Number	Original Voucher Amount			

ADPINC	ADP, LLC	USBANK	ADP 483418955	11/28/2016	\$95.03
V0000848	483418955		\$95.03		
Type	Account	Description		Debit	Credit
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$0.00	\$95.03
PURCH	51900-080-244-00	CONTRACT SERVICES		\$95.03	\$0.00
ALACARTGOLF	ALA CART GOLF CARTS, L.L.C.	USBANK	000002275	11/18/2016	\$365.92
V0000826	2015-9035		\$365.92		
Type	Account	Description		Debit	Credit
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$0.00	\$365.92
PURCH	58400-050-244-00	EQUIPMENT OUTSIDE REPAIRS		\$365.92	\$0.00
CENTRALVEND	CENTRAL VENDING-PASCO	USBANK	000002274	11/4/2016	\$44.20
RC00000202	8067457		\$44.20		
Type	Account	Description		Debit	Credit
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$0.00	\$44.20
PURCH	13150-070-244-00	INVENTORY PACKAGED FOO		\$44.20	\$0.00
CENTRALVEND	CENTRAL VENDING-PASCO	USBANK	000002276	11/18/2016	\$151.47
RC00000203	8067592		\$90.64		
Type	Account	Description		Debit	Credit
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$0.00	\$90.64
PURCH	13150-070-244-00	INVENTORY PACKAGED FOO		\$13.76	\$0.00
PURCH	13200-070-244-00	INVENTORY SOFT BEVERAGE		\$61.08	\$0.00
PURCH	51900-080-244-00	CONTRACT SERVICES		\$15.80	\$0.00
RC00000206	020660380		\$2.95		
Type	Account	Description		Debit	Credit
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$0.00	\$2.95
PURCH	13150-070-244-00	INVENTORY PACKAGED FOO		\$2.95	\$0.00
RC00000207	020660379		\$27.29		
Type	Account	Description		Debit	Credit
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$0.00	\$27.29
PURCH	13150-070-244-00	INVENTORY PACKAGED FOO		\$28.14	\$0.00
PURCH	13200-070-244-00	INVENTORY SOFT BEVERAGE		\$20.40	\$0.00
PURCH	13200-070-244-00	INVENTORY SOFT BEVERAGE		\$0.00	\$21.25
RC00000208	020660518		\$17.82		
Type	Account	Description		Debit	Credit
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$0.00	\$10.32
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$0.00	\$7.50
PURCH	13150-070-244-00	INVENTORY PACKAGED FOO		\$10.32	\$0.00
PURCH	51900-080-244-00	CONTRACT SERVICES		\$14.50	\$0.00
PURCH	51900-080-244-00	CONTRACT SERVICES		\$0.00	\$7.00
RC00000209	020660655		\$12.77		

System: 12/20/2016 5:34:07 PM
 User Date: 12/20/2016

COLUMBIA PARK
 CHECK DISTRIBUTION REPORT
 Payables Management

Page: 2
 User ID: ARDESHIR

Vendor ID	Vendor Name	Checkbook ID	Check Number	Check Date	Check Amount
Voucher Number	Invoice Number	Original Voucher Amount			
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$0.00	\$12.77
PURCH	13150-070-244-00	INVENTORY PACKAGED FOO		\$7.67	\$0.00
PURCH	13200-070-244-00	INVENTORY SOFT BEVERAGE		\$10.20	\$0.00
PURCH	49200-070-244-00	COGS - SOFT BEVERAGE		\$0.00	\$5.10
CITYOFKENNE	CITY OF KENNEWICK ELECTRICAL	USBANK	000002277	11/18/2016	\$614.39
V0000814	012556		\$365.78		
Type	Account	Description		Debit	Credit
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$0.00	\$365.78
PURCH	52200-060-244-00	UTILITIES - GAS & ELECTRIC		\$54.11	\$0.00
PURCH	52200-080-244-00	UTILITIES - GAS & ELECTRIC		\$102.87	\$0.00
PURCH	52210-060-244-00	IRRIGATION ELECTRICITY		\$208.80	\$0.00
V0000841	012583		\$248.61		
Type	Account	Description		Debit	Credit
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$0.00	\$248.61
PURCH	52200-060-244-00	UTILITIES - GAS & ELECTRIC		\$57.60	\$0.00
PURCH	52200-080-244-00	UTILITIES - GAS & ELECTRIC		\$94.03	\$0.00
PURCH	52210-060-244-00	IRRIGATION ELECTRICITY		\$96.98	\$0.00
COLEMANOIL	COLEMAN OIL COMPANY	USBANK	000002278	11/18/2016	\$624.07
V0000827	0425015-IN		\$340.48		
Type	Account	Description		Debit	Credit
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$0.00	\$340.48
PURCH	58300-060-244-00	FUEL & OIL MAINTENANCE		\$340.48	\$0.00
V0000840	0426627-IN		\$283.59		
Type	Account	Description		Debit	Credit
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$0.00	\$283.59
PURCH	58300-050-244-00	FUEL & OIL GOLF		\$141.79	\$0.00
PURCH	58300-060-244-00	FUEL & OIL MAINTENANCE		\$141.80	\$0.00
COSTCO	COSTCO WHOLESALE	USBANK	2621	11/20/2016	\$620.80
V0000836	2621		\$620.80		
Type	Account	Description		Debit	Credit
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$0.00	\$620.80
PURCH	49150-070-244-00	COGS - PACKAGED FOOD		\$212.93	\$0.00
PURCH	52400-080-244-00	JANITORIAL SUPPLIES		\$27.78	\$0.00
PURCH	54600-050-244-00	MINOR FF&E		\$380.09	\$0.00
FRONTIERCOM	FRONTIER COMMUNICATIONS	USBANK	000002279	11/18/2016	\$267.74
V0000842	11-16		\$267.74		
Type	Account	Description		Debit	Credit
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$0.00	\$267.74
PURCH	52100-080-244-00	TELECOMMUNICATIONS		\$267.74	\$0.00
SIMPLOTPART	SIMPLOT PARTNERS	USBANK	000002280	11/18/2016	\$502.83
V0000800	212051507		\$502.83		
Type	Account	Description		Debit	Credit
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$0.00	\$502.83
PURCH	56700-060-244-00	MATERIALS - SEED (TEES)		\$502.83	\$0.00
USLINENUNIF	US LINEN & UNIFORM	USBANK	000002281	11/18/2016	\$95.76
V0000811	1860556		\$47.88		
Type	Account	Description		Debit	Credit

System: 12/20/2016 5:34:07 PM
 User Date: 12/20/2016

COLUMBIA PARK
 CHECK DISTRIBUTION REPORT
 Payables Management

Page: 3
 User ID: ARDESHIR

Vendor ID	Vendor Name		Checkbook ID	Check Number	Check Date	Check Amount

Voucher Number		Invoice Number	Original Voucher Amount			

PURCH	51900-060-244-00	CONTRACT SERVICES			\$22.14	\$0.00
PURCH	51900-080-244-00	CONTRACT SERVICES			\$25.74	\$0.00
V0000829	1867519			\$47.88		
Type	Account	Description			Debit	Credit
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			\$0.00	\$47.88
PURCH	51900-060-244-00	CONTRACT SERVICES			\$21.50	\$0.00
PURCH	51900-080-244-00	CONTRACT SERVICES			\$26.38	\$0.00
WESTERNEQUP	WESTERN EQUIPMENT DISTRIBUTORS,	USBANK	000002282		11/18/2016	\$763.83
V0000815	8013143-00			\$371.88		
Type	Account	Description			Debit	Credit
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			\$0.00	\$229.98
PURCH	58100-060-244-00	EQUIPMENT PARTS			\$229.98	\$0.00
V0000816	8013143-01			\$126.50		
Type	Account	Description			Debit	Credit
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			\$0.00	\$126.50
PURCH	58100-060-244-00	EQUIPMENT PARTS			\$126.50	\$0.00
V0000817	8013220-00			\$150.96		
Type	Account	Description			Debit	Credit
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			\$0.00	\$150.96
PURCH	59200-060-244-00	IRRIGATION PIPES & HEADS			\$150.96	\$0.00
V0000818	8013223-00			\$61.34		
Type	Account	Description			Debit	Credit
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			\$0.00	\$61.34
PURCH	58100-060-244-00	EQUIPMENT PARTS			\$61.34	\$0.00
V0000819	8013220-01			\$15.98		
Type	Account	Description			Debit	Credit
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			\$0.00	\$15.98
PURCH	58100-060-244-00	EQUIPMENT PARTS			\$15.98	\$0.00
V0000820	8013383-00			\$179.07		
Type	Account	Description			Debit	Credit
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			\$0.00	\$179.07
PURCH	58100-060-244-00	EQUIPMENT PARTS			\$179.07	\$0.00
WILLIAMSSCO	WILLIAMS SCOTSMAN	USBANK	000002283		11/18/2016	\$1,069.91
V0000812	99168737			\$474.38		
Type	Account	Description			Debit	Credit
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			\$0.00	\$474.38
PURCH	54450-080-244-00	BUILDING RENT			\$474.38	\$0.00
V0000831	99220866			\$595.53		
Type	Account	Description			Debit	Credit
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			\$0.00	\$595.53
PURCH	54450-080-244-00	BUILDING RENT			\$595.53	\$0.00

System: 12/20/2016 5:34:07 PM
User Date: 12/20/2016

COLUMBIA PARK
CHECK DISTRIBUTION REPORT
Payables Management

Page: 4
User ID: ARDESHIR

Vendor ID	Vendor Name	Checkbook ID	Check Number	Check Date	Check Amount

Voucher Number	Invoice Number	Original Voucher Amount			

Council Agenda Coversheet



Agenda Item Number	3.c.(1)	Council Date	01/03/2017
Agenda Item Type	General Business Item		
Subject	Payroll Roster (PPE 11/30/2016)		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

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

Recommendation

That council approve the payroll roster.

Motion for Consideration

I move to approve the payroll roster in the amount of \$2,505,858.72, for the period ended 11/30/2016, comprised of check numbers 70482 through 70673 and direct deposit numbers 144121 through 144514.

Summary

None.

Alternatives

None.

Fiscal Impact

Total \$2,505,858.72.

Through

Phil Bleazard
Dec 02, 14:39:31 GMT-0800 2016

Dept Head Approval

Dan Legard
Dec 05, 08:19:38 GMT-0800 2016

City Mgr Approval

Marie Mosley
Dec 28, 16:46:09 GMT-0800 2016

Attachments: Roster

☐ Recording
Required?

January 3, 2017

All Departments:

November 30, 2016

ADMINISTRATIVE TEAM	1,949.62
CITY COUNCIL	3,621.00
CITY MANAGER	18,079.97
COMMUNITY PLANNING & ECONOMIC DEVELOPMENT	36,505.17
EMPLOYEE & COMMUNITY RELATIONS	52,873.48
ENGINEERING	54,007.52
FACILITIES & GROUNDS	66,867.06
FINANCE	42,262.51
FIRE	393,157.01
LEGAL SERVICES	19,518.68
MANAGEMENT SERVICES	70,842.20
POLICE	857,618.04
Subtotal General Fund	1,617,302.26
STREETS	16,763.16
TRAFFIC	20,828.64
Subtotal Street Fund	37,591.80
BI-PIN	5,751.35
BUILDING SAFETY	31,986.23
COMMUNITY DEVELOPMENT	3,718.90
CRIMINAL JUSTICE	117,371.55
EQUIPMENT RENTAL	9,210.81
MEDICAL SERVICES	240,896.42
METRO GRANT FUND	2,314.73
RISK MANAGEMENT	2,955.23
STORMWATER UTILITY	16,365.48
WATER & SEWER	124,176.56
Subtotal Other Funds	554,747.26
Total Salaries and Wages	2,209,641.32
Benefits:	
Comp Time Payout	170.64
Industrial Insurance	22,598.82
Medical Retirement Account	2,887.50
Retirement	154,646.03
Social Security (FICA)	115,914.41
Total Benefits	296,217.40
Grand Total	<u>\$2,505,858.72</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 \$2,505,858.72 comprised of check numbers 70482 through 70673 and direct deposit numbers 144121 through 144514.

Approved for payment:



Dan Legard, Finance Director

Council Agenda Coversheet



Agenda Item Number	3.c.(2)	Council Date	01/03/2017
Agenda Item Type	General Business Item		
Subject	Payroll Roster (PPE 12/15/2016)		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

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

Recommendation

That council approve the payroll roster.

Motion for Consideration

I move to approve the payroll roster in the amount of \$2,242,702.45, for period ended 12/15/2016, comprised of check numbers 70679 through 70693 and direct deposit numbers 144519 through 144955.

Summary

None.

Alternatives

None.

Fiscal Impact

Total \$2,242,702.45.

Through

Phil Bleazard
Dec 20, 09:40:43 GMT-0800 2016

Dept Head Approval

Dan Legard
Dec 20, 11:39:21 GMT-0800 2016

City Mgr Approval

Marie Mosley
Dec 28, 16:52:09 GMT-0800 2016

Attachments: Roster

☐ Recording
Required?

January 3, 2017

All Departments:

November 15, 2016

ADMINISTRATIVE TEAM	13,482.67
CITY COUNCIL	3,621.00
CITY MANAGER	11,188.77
COMMUNITY PLANNING & ECONOMIC DEVELOPMENT	34,741.79
EMPLOYEE & COMMUNITY RELATIONS	51,086.83
ENGINEERING	43,011.47
FACILITIES & GROUNDS	66,012.28
FINANCE	42,418.17
FIRE	220,929.10
LEGAL SERVICES	19,648.19
MANAGEMENT SERVICES	71,308.31
POLICE	393,363.32
Subtotal General Fund	970,811.90
STREETS	45,952.88
TRAFFIC	20,261.13
Subtotal Street Fund	66,214.01
BI-PIN	5,751.34
BUILDING SAFETY	31,944.79
COMMUNITY DEVELOPMENT	3,718.90
CRIMINAL JUSTICE	52,277.37
EQUIPMENT RENTAL	9,074.81
MEDICAL SERVICES	139,467.10
METRO GRANT FUND	2,314.73
RISK MANAGEMENT	2,955.23
STORMWATER UTILITY	11,276.15
WATER & SEWER	118,874.50
Subtotal Other Funds	377,654.92
Total Salaries and Wages	1,414,680.83
<u>Benefits:</u>	
Dental Insurance	41,924.33
Industrial Insurance	24,641.34
Life Insurance	2,054.11
Long Term Disability Insurance	5,587.15
Medical Insurance	559,444.91
Medical Retirement Account	2,887.50
Retirement	111,454.72
Social Security (FICA)	72,675.60
Vision Insurance	7,351.96
Total Benefits	828,021.62
Grand Total	<u><u>\$2,242,702.45</u></u>

I, Dan Legard, Finance Director, at the direction of the Council, do hereby certify that the Payroll hereinabove specified is approved for payment in the amount of \$2,242,702.45 comprised of check numbers 70679 through 70693 and direct deposit numbers 144519 through 144955.

Approved for payment:



Dan Legard, Finance Director

Council Agenda Coversheet



Agenda Item Number	3.d.	Council Date	01/03/2017
Agenda Item Type	Contract/Agreement/Lease		
Subject	Fire Station No. 65		
Ordinance/Reso #		Contract #	
Project #	P1334-15	Permit #	
Department	Fire Department		

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

Recommendation

Staff recommends that Council accept the work of Meridian Construction, Inc. for Contract P1334-15, Fire Station No. 65.

Motion for Consideration

I move to accept the work of Meridian Construction, Inc. for Contract P1334-15, Fire Station No. 65, in the amount of \$3,550,693.29.

Summary

Original Contract	\$ 3,509,978.06
Change Orders	\$ 40,715.23
Quantity Changes	\$ 0.00
Total	\$ 3,550,693.29

This project was for the construction of a 12,556 sq. ft. fire and emergency medical services response building that will house fire personnel and apparatus with 4 drive-through vehicle bays, crew living & sleeping and office space. The project also included the development of the approximately 1.25 acre project site which involves concrete paving, construction of site and frontage improvements, and off-site improvements.

The project had five change orders. A majority of the change items associated with these change orders were for minor changes in the layout and design of the station. Significant revisions included additional trusses for fall protection, Cord drops in app bays, the revision of access control system from Intrusion System to Maxxess, adding of base pan heater to the heat pumps, speaker amplifier and door installation, and exterior apparatus bay trench drain drainage.

Alternatives

None recommended.

Fiscal Impact

Construction Budget: \$3,775,000.00 (includes site development) 300.050.594.22.62.01 / 300.055.594.22.62.01
Actual Expenditures: \$3,550,693.29 / 300.050.594.22.62.01

Through

Neil Hines
Dec 20, 11:13:34 GMT-0800 2016

Dept Head Approval

Vince Beasley
Dec 21, 16:56:43 GMT-0800 2016

City Mgr Approval

Marie Mosley
Dec 21, 17:24:59 GMT-0800 2016

Attachments:

☐ Recording
Required?

Council Agenda Coversheet 	Agenda Item Number	3.e.	Council Date	01/03/2017	Consent Agenda	☒
	Agenda Item Type	General Business Item			Ordinance/Reso	☐
	Subject	Amendment to the KAC Revising Parking Zones			Public Mtg / Hrg	☐
	Ordinance/Reso #		Contract #		Other	☐
	Project #		Permit #		Quasi-Judicial	☐
	Department	Public Works				

Recommendation

That City Council pass a motion to amend the Kennewick Administrative Code, Traffic Code Section 13-54-100, "Stopping, Standing and Parking Prohibited at All Times".

Motion for Consideration

I move to amend the Kennewick Administrative Code, Section 13-54-100 "Stopping, Standing and Parking Prohibited at All Times" to state Clodfelter Rd, from south city limits to W.15th Pl and add 15th Place, from Clodfelter Rd to Bob Olson Parkway.

Summary

The City of Kennewick recently annexed this portion of Clodfelter Road from Benton County and completed the construction of W. 15th Place to connect to Bob Olson Parkway. Clodfelter Road was already in the KAC but that portion is now renamed Steptoe Street and the newly annexed portion of Clodfelter Rd along the school was not defined in the code. This portion of Clodfelter Road runs in front of the new Desert Hills Middle School and parking, along with parent drop off, is accommodated on site.

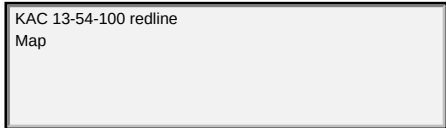
The completed section of W. 15th Place is three lanes with shy/bike lanes on both sides. Removing parking is in line with our standard procedures for arterial streets.

Alternatives

None recommended.

Fiscal Impact

None- Signs installed with the project.

Through	John Deskins Dec 15, 17:15:04 GMT-0800 2016	Attachments:  ☐ Recording Required?
Dept Head Approval	Cary Roe Dec 19, 08:20:44 GMT-0800 2016	
City Mgr Approval	Marie Mosley Dec 28, 15:54:05 GMT-0800 2016	

13-54-100: Stopping, Standing and Parking Prohibited at All Times: When signs are erected in each block giving notice thereof, no person shall stand, stop or park a vehicle at any time within the district or upon any of the streets or parts of streets as follows:

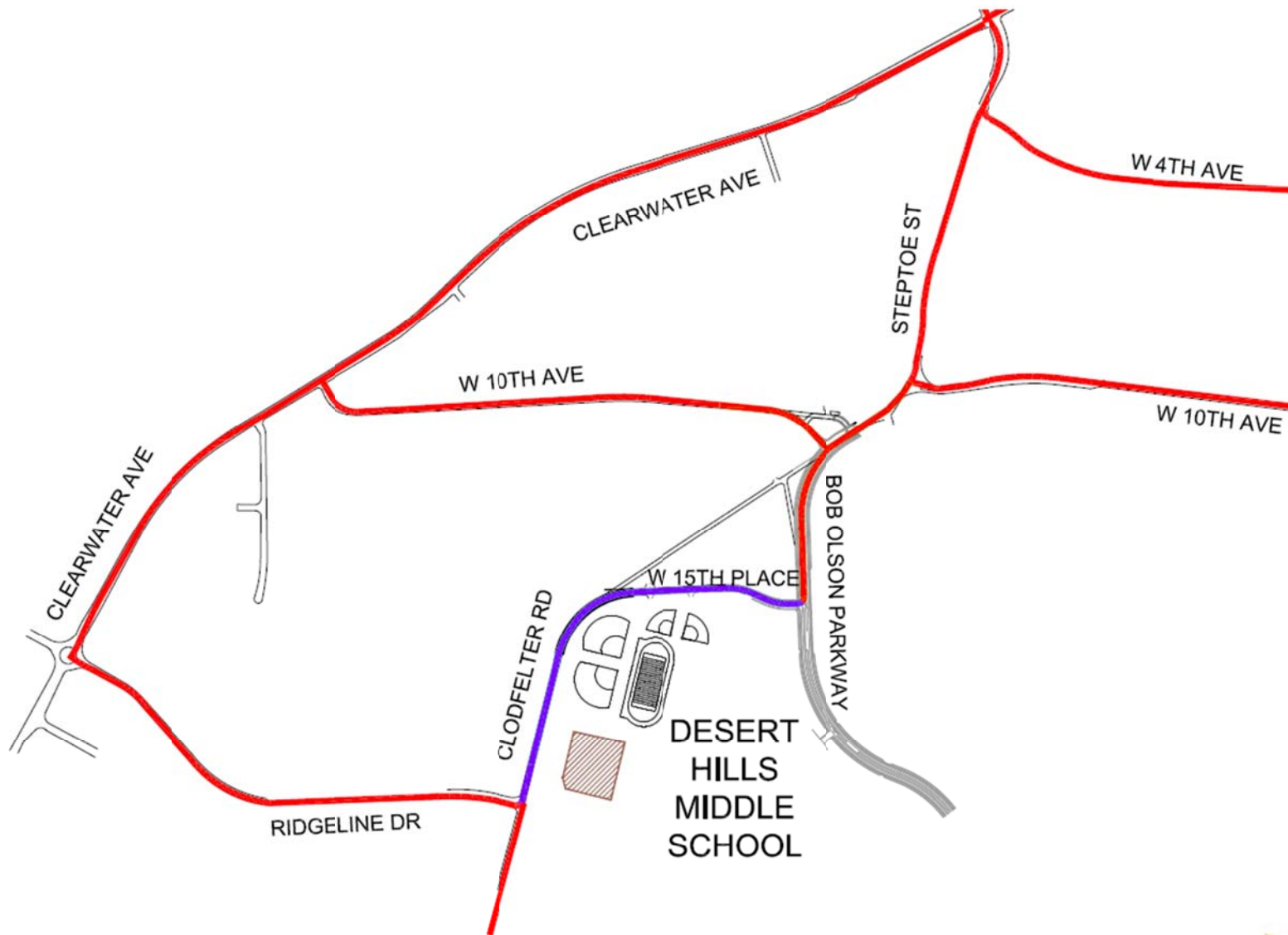
Name of Street or Portion Affected	Date Enacted
Arrowhead Avenue from a point approximately 250 feet east of Tapteal Loop to Columbia Center Boulevard	08/03/99
Canal Drive from Dayton Street to Garfield Street	06/19/90
Canal Drive, north side, from Jean Street to 500 feet east of Volland Street centerline	07/15/03
Canal Drive, south side, from Quincy Street to 500 feet east of Vancouver Street	07/15/03
Canal Drive, south side, from Neel Street to 500 feet east of the Volland Street centerline	
Canal Drive from 500 feet east of the Volland Street centerline to Columbia Center Boulevard	
Carmichael Drive from Kennewick Avenue to 1 st Avenue	
Center Parkway from 500 feet south of Deschutes Avenue to Quinault Avenue	10/04/94
Center Parkway from Gage Boulevard to Quinault Avenue	05/01/90
Chemical Drive (State Route 397) from 3 rd Avenue (State Route 397) to east city limits	
Clearwater Avenue from U.S. 395 to west city limits	
Clodfelter Road from south city limits to Clearwater Avenue <u>W. 15th Place</u>	7/15/03
Columbia Center Boulevard from north city limits to 10 th Avenue	
Columbia Drive, north side, from the Intercity Bridge exit ramp to Elm Street	
Columbia Drive, south side, from Gum Street (State Route 397) to 82 feet east of the Elm Street curb line	
Columbia Drive from Beech Street to the interchange with U.S. 395	
Conway Place from 4 th Avenue to 480 feet north, east side only	6/21/16
Creekstone Drive from Union Street to Kellogg Street	07/15/03
East 1 st Avenue from Union Pacific Railroad Crossing (between South Date Street and South Fir Street) to 400 feet east of SR 397	10/08/13
Ely Place 200 feet south of Canal Drive	05/17/94
Ely Street from 10 th Avenue to 45 th Avenue	05/17/94

Ely Street 200 feet south of Hood Avenue	05/17/94
Fruitland Street from Columbia Drive to Kennewick Avenue	
Gage Boulevard from Center Parkway to west city limits	
Garfield Street from Vineyard Drive to a point approximately 750 feet south of Vineyard Drive	
Georgia Street from 4 th Avenue to 10 th Avenue on the east side only	10/21/08
Grandridge Boulevard from Gage Boulevard to Canal Drive	06/17/97
Grant Street from Canal Drive to 200 feet north of Canal Drive	07/03/01
Gum Street (State Route 397) from the north city limits to 3 rd Avenue (State Route 397)	
Hood Avenue 250 feet east and west of Neel Street	05/17/94
Hood Avenue 200 feet east of Volland Street	05/17/94
Kellogg Street from 12 th Avenue to Clearwater Avenue	08/03/99
Kellogg Street from Canal Drive to Clearwater Avenue	
Kellogg Street from Creekstone Drive to 10 th Avenue, except for the existing bulb-out areas on the west side of the street	7/15/03
Kennewick Avenue from Columbia Irrigation District Canal Bridge (east of Carmichael Drive) to Rainier Street	
Kennewick Avenue, north side, from Rainier Street to Yelm Street	
Kennewick Avenue from Yelm Street to Union Street	05/17/94
Louisiana Street between Quinault Avenue and Gage Boulevard	08/03/99
Metaline Avenue from Arthur Street to Edison Street	11/04/03
Morain Street from 10 th Avenue to Hood Street	08/03/99
Neel Street, east side, from Canal Drive to Hood Street	03/07/95
Neel Street, west side, from Metaline Avenue to Hood Street	03/07/95
Okanogan Avenue from Rio Grande Avenue to Young Street	07/15/03
Olson Street from Canyon Lakes Drive to 27 th Avenue	07/03/01
Olympia Street from 9 th Avenue to south city limits	
Quillan Street from 28 th Avenue to 27 th Avenue	07/03/01
Quinault Avenue from 600 feet west of Canal Drive to Canal Drive	07/03/01
Quinault Avenue from Okanogan Avenue to Grandridge Boulevard	07/15/03
Rio Grande Avenue from Kellogg Street to Grandridge Boulevard	07/15/03

Southridge Boulevard from 36 th Avenue to the roundabout at 27 th Avenue	06/20/06
Southridge Boulevard from 36 th Avenue to Christiansen Road	12/06/16
Tapteal Loop from Arrowhead Avenue to Richland City Limits	08/03/99
Union Street from Volland Street Intertie to 27 th Avenue	05/17/94
Vancouver Street from 7 th Avenue to 28 th Place	05/17/94
Vancouver Street from 7 th Avenue to Kennewick Avenue	08/03/99
Vancouver Street from 37 th Avenue to 26 th Avenue	08/03/01
Vineyard Drive from 1 st Avenue to 4 th Avenue	
Volland Street from Union Street intertie to Canal Drive	05/19/98
Washington Street, west side, from Kennewick Avenue to 10 th Avenue	05/19/98
Washington Street, east side, from 10 th Avenue to 150 feet north of Kennewick Avenue	
Yelm Street from Albany Street to Kennewick Avenue	
Young Street from Deschutes Avenue to Okanogan Avenue	07/15/03
1 st Avenue, south side, from 285 feet east of Washington Street to Washington Street	
1 st Avenue from Washington Street to 100 feet west of Auburn Street	
1 st Avenue from Fruitland Street to Vineyard Drive	
3 rd Avenue (State Route 397) from Chemical Drive (State Route 397) to Gum Street (State Route 397)	
4 th Avenue, from Clodfelter Road to Vineyard Drive	07/07/09
10 th Avenue, from west city limits to 415 feet west of S. Hartford Street	07/07/09
10 th Avenue from 150 feet east of Washington Street to Auburn Street	
<u>15th Place from Clodfelter Rd to Bob Olson Parkway</u>	
19 th Avenue from Ely Street to Volland Court	07/15/03
20 th Avenue, north side, from Olympia Street to Palouse Street	
27 th Avenue from 100 feet east of Garfield Street to Olympia Street	05/07/02
28 th Avenue from Olson Street to Quillan Street	07/03/01
45 th Avenue from east city limits to Ely Street	07/15/03

(09/04/79; 11/20/79; 10/07/80; 01/20/81; 10/06/81; 10/20/81; 11/17/81; 12/15/81; 01/05/82; 01/19/82 03/16/82; 06/01/82; 03/01/83; 04/17/84; 05/01/84; 08/07/84; 10/16/84; 04/02/86;

01/19/87; 05/01/90; 06/19/90; 05/17/94; 03/07/95; 06-17-97; 05-19-98; 08-03-99; 07-03-01;
05/07/02; 07/15/03; 06/21/05; 06/20/06)



Clodfelter Rd and W. 15th Place
No Parking



Council Agenda Coversheet 	Agenda Item Number	3.f.	Council Date	01/03/2017	Consent Agenda	☒	
	Agenda Item Type	Contract/Agreement/Lease				Ordinance/Reso	☐
	Subject	Wastewater Treatment Plant Sustainability Ph 1				Public Mtg / Hrg	☐
	Ordinance/Reso #		Contract #		Other	☐	
	Project #		Permit #		Quasi-Judicial	☐	
	Department	Public Works					

Recommendation

That Council authorize the Mayor to sign loan agreement WQC-2017-Kennew-00097 with the Department of Ecology for the Wastewater Treatment Plant Sustainability Improvements Phase 1.

Motion for Consideration

I move to authorize the Mayor to sign loan agreement WQC-2017-Kennew-00097 with the Department of Ecology for the Wastewater Treatment Plant Sustainability Improvements Phase 1.

Summary

In 2013, staff was successful in securing a low interest loan, in the amount of \$725,000 from the Department of Ecology (DOE) through the Clean Water State Revolving Fund (CWSRF) Loan Program to complete the mandatory update of the City's Comprehensive Sewer Plan and to identify beneficial upgrades to the Wastewater Treatment Plant (WWTP). The comprehensive plan update has been completed and a series of recommended upgrades has been identified and approved by DOE. The upgrades will improve operations, extend the life of the plant and introduce efficiencies that will minimize future operational costs. In the most recent CWSRF call for projects, staff secured an additional loan in the amount of \$3,885,000.00 to construct Phase 1 of the scheduled upgrades. Staff was also successful in identifying "green project reserves" that will result in forgivable principle in the amount of \$480,000.00.

The agreement will also require the signatures of the City Manager, Director of Public Works and the Engineering Services Manager.

Alternatives

None recommended.

Fiscal Impact

Standard Loan	\$3,405,000.00 (20 years @ 2%)
Forgivable Principal	\$ 480,000.00
Total	\$3,885,000.00

Through	Steve Plummer Dec 22, 14:11:01 GMT-0800 2016	Attachments: 
Dept Head Approval	Cary Roe Dec 22, 16:49:59 GMT-0800 2016	
City Mgr Approval	Marie Mosley Dec 28, 17:01:58 GMT-0800 2016	

☐ Recording Required?



Agreement No. WQC-2017-Kennew-00097

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF KENNEWICK

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

GENERAL INFORMATION

Project Title:	Kennewick WWTP Sustainability Improvements Phase 1
Total Cost:	\$3,885,000.00
Total Eligible Cost:	\$3,885,000.00
Ecology Share:	\$3,885,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2016
The Expiration Date of this Agreement is no later than:	06/30/2021
Project Type:	Wastewater Facility

Project Short Description:

This project will construct upgrades to the RECIPIENT’s Wastewater Treatment Plant. This includes upgrades for preliminary treatment, clarifiers, Ultra Violet (UV) disinfection, and biosolids management. This is phase one of four phases identified in the 2014 Wastewater Treatment Plant Facility Plan. This project will improve water quality of the effluent that is discharged to the Columbia River.

Project Long Description:

This project will construct upgrades to the RECIPIENT’s Wastewater Treatment Plant (WWTP). This includes upgrades for preliminary treatment, clarifiers, UV disinfection, and biosolids management. This is phase one of four phases identified in the 2014 Wastewater Treatment Plant Facility Plan. This project will improve water quality of the effluent that is discharged to the Columbia River.

The WWTP provides biological treatment for domestic, commercial, and industrial waste. The facility serves a population of 76,410 (2013) and treats approximately 5.4 million gallons of wastewater per day. This project

Agreement No: WQC-2017-Kennew-00097

Project Title: Kennewick WWTP Sustainability Improvements Phase 1

Recipient Name: CITY OF KENNEWICK

will address current deficiencies at the plant while subsequent phases are necessary for providing additional capacity at the plant. Of primary concern is the UV system; no longer supported by the manufacturer and has reliability and redundancy concerns. Replacing this UV system and installing a backup generator will allow the City to continue to meet water quality goals and dramatically reduce energy consumption. This project will include:

1. Preliminary treatment - construct a new emergency bypass around the influent screen and upgrades to the influent pump station.
2. Final clarifiers - rebuild walkway between clarifiers 1 and 2; new solids pump.
3. UV disinfection - install new UV system to replace the existing UV system that is no longer supported by the manufacturer; install a 150kW emergency power generator for the UV system that does not currently have any backup power at all - thus addressing a redundancy and reliability concern. The existing UV system is no longer supported by the manufacturer and there are significant concerns regarding reliability. The new UV system will also afford modern control schemes that will significantly reduce power consumption of the UV process.
4. Biosolids management - construct an effluent lift station at the Aerated Sludge Lagoon. Currently, supernatant from the Aerated Sludge Lagoon simply mixes with final clarifier effluent just before the UV system. The flow and strength of this discharge varies seasonally and is apparent in effluent sampling. This lift station will intercept this flow and route it back through the plant for further treatment - thus improving effluent quality that is discharged to the Columbia River.

Overall Goal:

The primary goal of the project is to continue environmental stewardship and ensure water quality is maintained.

Agreement No: WQC-2017-Kennew-00097
Project Title: Kennewick WWTP Sustainability Improvements Phase 1
Recipient Name: CITY OF KENNEWICK

RECIPIENT INFORMATION

Organization Name: CITY OF KENNEWICK

Federal Tax ID: 91-6001253

DUNS Number: 040187544

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

Physical Address: 210 W. 6th Avenue
PO Box 6108
Kennewick, Washington 99336-0108

Organization Email: steve.plummer@ci.kennewick.wa.us

Organization Fax: (509) 585-4451

Contacts

Project Manager	Stephen Plummer Engineering Services Manager 210 W. 6th Avenue PO Box 6108 Kennewick, Washington 99336-0108 Email: steve.plummer@ci.kennewick.wa.us Phone: (509) 585-4287
Billing Contact	Stephen Plummer Engineering Services Manager 210 W. 6th Avenue PO Box 6108 Kennewick, Washington 99336-0108 Email: steve.plummer@ci.kennewick.wa.us Phone: (509) 585-4287
Authorized Signatory	Stephen R Plummer Engineering Services Manager 210 W. 6th Avenue PO Box 6108 Kennewick, Washington 99336-0108 Email: steve.plummer@ci.kennewick.wa.us

Agreement No: WQC-2017-Kennew-00097

Project Title: Kennewick WWTP Sustainability Improvements Phase 1

Recipient Name: CITY OF KENNEWICK

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Dan Ferguson 1250 W Alder St. Union Gap, Washington 98903-0009 Email: dfer461@ecy.wa.gov Phone: (509) 457-7108
Financial Manager	Bill Hashim PO Box 47600 Olympia, Washington 98504-7600 Email: bhas461@ecy.wa.gov Phone: (360) 407-6549

Agreement No: WQC-2017-Kennew-00097

Project Title: Kennewick WWTP Sustainability Improvements Phase 1

Recipient Name: CITY OF KENNEWICK

AUTHORIZING SIGNATURES

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

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

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

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

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

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

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

CITY OF KENNEWICK

By: _____

By: _____

Heather R. Bartlett

Date

Stephen R Plummer

Date

Water Quality

Engineering Services Manager

Program Manager

Template Approved to Form by
Attorney General's Office

Steve C. Young

MayorDate

Marie Mosley

City ManagerDate

Cary M. Roe, PE

Public Works DirectorDate

Agreement No: WQC-2017-Kennew-00097

Project Title: Kennewick WWTP Sustainability Improvements Phase 1

Recipient Name: CITY OF KENNEWICK

SCOPE OF WORK

Task Number: 1

Task Cost: \$40,000.00

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:

* Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.

* Properly maintained project documentation

Recipient Task Coordinator: Stephen R. Plummer**Project Administration/Management****Deliverables**

Number	Description	Due Date
1.1	Quarterly Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

Agreement No: WQC-2017-Kennew-00097

Project Title: Kennewick WWTP Sustainability Improvements Phase 1

Recipient Name: CITY OF KENNEWICK

SCOPE OF WORK

Task Number: 2

Task Cost: \$44,600.00

Task Title: Design Engineering

Task Description:

A. The RECIPIENT will procure engineering services in accordance with state law. The RECIPIENT will include ECOLOGY's specification insert in the contract documents. The RECIPIENT must submit all contracts for engineering services before ECOLOGY will provide reimbursement for work performed under this task.

B. The RECIPIENT will design the Phase 1 WWTP Sustainability Improvements. Plans and specifications developed by the RECIPIENT must be consistent with the requirements of Chapter 173-240 WAC. Elements of the design will include:

- a. Preliminary treatment - a new emergency bypass around the influent screen and upgrades to the influent pump station.
- b. Final clarifiers – a new walkway between clarifiers 1 and 2; new solids pump.
- c. UV disinfection – a new UV system to replace the existing UV system that is no longer supported by the manufacturer; install a 150kW emergency power generator for the UV system that does not currently have any backup power at all - thus addressing a redundancy and reliability concern. The existing UV system is no longer supported by the manufacturer and there are significant concerns regarding reliability. The new UV system will also afford modern control schemes that will significantly reduce power consumption of the UV process..
- d. Biosolids management - an effluent lift station at the Aerated Sludge Lagoon. Currently, supernatant from the Aerated Sludge Lagoon simply mixes with final clarifier effluent just before the UV system. The flow and strength of this discharge varies seasonally and is apparent in effluent sampling. This lift station will intercept this flow and route it back through the plant for further treatment - thus improving effluent quality that is discharged to the Columbia River.

C. The plans and specifications, construction contract documents, and addenda must be approved by the RECIPIENT prior to submittal for ECOLOGY review. All construction plans submitted to ECOLOGY for review and approval will be reduced to no larger than 11" x 17" in size. All reduced drawings must be completely legible. The project manager may request plans be submitted in either PDF or AutoCAD electronic format, and specifications in a searchable PDF or Microsoft Word electronic file. A current construction cost estimate will be submitted along with each plan/specification submittal. The project manager may request a spreadsheet in electronic file format.

D. The RECIPIENT will complete the facility designs within one year after the execution of this AGREEMENT.

E. The RECIPIENT will comply with federal cross cutting requirements, and assist ECOLOGY with any consultation required by federal resource protection agencies. The RECIPIENT will submit a final Cross Cutter Report to ECOLOGY for review and final determination of impacts for each of the required federal cross cutters. Costs incurred for construction activities that occur before federal cross cutter approval will not be eligible for reimbursement.

F. Investment Grade Efficiency Audit. The RECIPIENT will procure a third party analysis of potential energy and water efficiency measures for incorporation into the design of any wastewater facilities. The analysis will identify potential efficiency measures, provide cost estimates, and evaluate their cost effectiveness.

Task Goal Statement:

Agreement No: WQC-2017-Kennew-00097

Project Title: Kennewick WWTP Sustainability Improvements Phase 1

Recipient Name: CITY OF KENNEWICK

Task Expected Outcome:Recipient Task Coordinator: Chris Espinoza**Design Engineering****Deliverables**

Number	Description	Due Date
2.1	Executed contracts for engineering services and documentation of the RECIPIENT's process for procuring engineering services.	
2.2	Two copies of the draft (and final) design.	
2.3	Two copies of the SERP packet and the cost effectiveness analysis.	
2.4	Investment Grade Efficiency Audit documentation.	

Agreement No: WQC-2017-Kennew-00097

Project Title: Kennewick WWTP Sustainability Improvements Phase 1

Recipient Name: CITY OF KENNEWICK

SCOPE OF WORK

Task Number: 3

Task Cost: \$633,400.00

Task Title: Construction Management

Task Description:

A. The RECIPIENT will provide adequate and competent construction management and inspection for the Project. This may involve procuring the professional services. If professional services are procured, the RECIPIENT will procure them in accordance with state law. The RECIPIENT will include ECOLOGY's specification insert in the contract documents. The RECIPIENT must submit all contracts for construction management services before ECOLOGY will provide reimbursement for work performed under this task.

B. The RECIPIENT will develop a detailed Construction Quality Assurance Plan (WAC 173-240-075) and submit it to ECOLOGY for approval. This plan must describe the activities which the RECIPIENT will undertake to achieve adequate and competent oversight of all construction work.

C. The RECIPIENT will provide a plan of interim operation for the facility while under construction.

D. The RECIPIENT will ensure construction progresses according to a timely schedule developed to meet completion dates indicated in the construction contract. The RECIPIENT will revise or update the schedule whenever major changes occur and resubmit to ECOLOGY. In the absence of any major changes, the RECIPIENT will describe progress of the construction in the quarterly progress reports.

E. Upon completion of construction, the RECIPIENT will provide ECOLOGY's Project Manager with a set of "as-built" plans (i.e., record construction drawings which reflect changes, modifications, or other significant revisions made to the project during construction).

F. The RECIPIENT will prepare an Operation and Maintenance (O&M) manual amendment that addresses the equipment installed under this project. The O&M amendment must be sufficient to allow the operator to operate the facility within the permit limits.

G. Upon project completion, the RECIPIENT will submit the Declaration of Construction Completion form to ECOLOGY in accordance with WAC 173-240-090. The form, when signed by a professional engineer, indicates that the project was completed in accordance with the plans and specifications and major change orders approved by ECOLOGY, and is accurately shown on the as-built plans.

Task Goal Statement:

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Task Expected Outcome:

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Agreement No: WQC-2017-Kennew-00097

Project Title: Kennewick WWTP Sustainability Improvements Phase 1

Recipient Name: CITY OF KENNEWICK

Recipient Task Coordinator: Chris Espinoza**Construction Management****Deliverables**

Number	Description	Due Date
3.1	Executed contract for construction management services.	
3.2	Documentation of the RECIPIENT's process for procuring engineering services	
3.3	Construction Quality Assurance Plan.	
3.4	Plan of interim operation of the facility while under construction.	
3.5	"As-built" plans.	
3.6	Operation and Maintenance Manual or amendment.	
3.7	Declaration of Construction completion.	

Agreement No: WQC-2017-Kennew-00097

Project Title: Kennewick WWTP Sustainability Improvements Phase 1

Recipient Name: CITY OF KENNEWICK

SCOPE OF WORK

Task Number: 4

Task Cost: \$3,112,000.00

Task Title: Project Construction

Task Description:

A. The RECIPIENT will include ECOLOGY's specification insert in the bid documents. The RECIPIENT will execute a contract with the low responsive responsible bidder to construct the PROJECT. The RECIPIENT must submit Bid Tabs, the Notice of Award, and a copy of the executed contract before ECOLOGY will provide reimbursement for work performed under this task.

B. The RECIPIENT will complete the construction in accordance with the approved Plans and Specifications. The construction project will include:

1. Preliminary treatment - construct a new emergency bypass around the influent screen and upgrades to the influent pump station.
2. Final clarifiers - rebuild walkway between clarifiers 1 & 2; new solids pump.
3. Biosolids management - construct an effluent lift station at the Aerated Sludge Lagoon. Currently, supernatant from the Aerated Sludge Lagoon simply mixes with final clarifier effluent just before the UV system. The flow and strength of this discharge varies seasonally and is apparent in effluent sampling. This lift station will intercept this flow and route it back through the plant for further treatment - thus improving effluent quality that is discharged to the Columbia River.

The project includes the following items that meet the EPA green project reserve criteria:

1. UV disinfection - install new UV system to replace the existing UV system that is no longer supported by the manufacturer; install a 150kW emergency power generator for the UV system that does not currently have any backup power at all - thus addressing a redundancy and reliability concern. The existing UV system is no longer supported by the manufacturer and there are significant concerns regarding reliability. The new UV system will also afford modern control schemes that will significantly reduce power consumption of the UV process..

C. The RECIPIENT will conduct a pre-construction conference and invite ECOLOGY staff.

D. The RECIPIENT will obtain an investment grade efficiency audit (IGEA) for projects involving repair, replacement, or improvement of a wastewater treatment facility or other public works facility. The IGEA must include an analysis of potential energy and water efficiency measures and identify cost-effective measures for the RECIPIENT's facility.

E. As a condition of receiving this funding, the RECIPIENT will prepare a fiscal sustainability plan. The RECIPIENT will certify that a plan that contains at least the minimum required elements listed above has been developed and is being implemented. The plan must include the following elements

1. An inventory of critical assets that belong to the utility.
2. An evaluation of the condition and performance of the critical assets.
3. A plan to maintain, repair, and replace the critical assets and to fund those activities.
4. A process to evaluate and implement water and energy conservation efforts as part of the plan.

F. The RECIPIENT will negotiate all change orders to the construction contract necessary for successful completion of the PROJECT. The RECIPIENT will submit the change orders to ECOLOGY for approval. Change orders that are

Agreement No: WQC-2017-Kennew-00097

Project Title: Kennewick WWTP Sustainability Improvements Phase 1

Recipient Name: CITY OF KENNEWICK

a significant deviation from the approved plans/specifications must be submitted for approval, prior to execution. All other change orders must be submitted within 30 days after execution.

Task Goal Statement:

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Task Expected Outcome:

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Recipient Task Coordinator: Chris Espinoza**Project Construction****Deliverables**

Number	Description	Due Date
4.1	Copy of the advertisement for bids and the affidavit of publication.	
4.2	Bid Tabs, the Notice of Award, and a copy of the executed construction contract.	
4.3	Copy of the notice to proceed.	
4.4	Investment Grade Efficiency Audit documentation.	
4.5	Minutes of the pre-construction meeting.	
4.6	Documentation of project elements that meet the EPA green project reserve criteria.	
4.7	Certification that the Financial Sustainability Plan has been developed and is being implemented.	
4.8	A copy of all change orders	

Agreement No: WQC-2017-Kennew-00097

Project Title: Kennewick WWTP Sustainability Improvements Phase 1

Recipient Name: CITY OF KENNEWICK

SCOPE OF WORK

Task Number: 5

Task Cost: \$55,000.00

Task Title: Equipment Purchase

Task Description:

A. The RECIPIENT will include ECOLOGY's specification insert in the bid documents for the 6 inch pump. The RECIPIENT will use state procurement policy. The RECIPIENT must show proof of proper procurement before ECOLOGY will provide reimbursement for work performed under this task.

B. The RECIPIENT will bid and award a contract for the purchase of a 6 inch pump. The purchase will meet the requirements of the approved plans and specifications provided by the RECIPIENT's engineering consultant. until construction allows for The pump will be kept at the manufacturing facility install which will ensure longevity. A warranty will be provided by the manufacturer, which meet the requirements specified by the RECIPIENT.

Task Goal Statement:

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Task Expected Outcome:

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Equipment Purchase**Deliverables**

Number	Description	Due Date
5.1	Submittal of product details and cost for equipment or tool purchase to ECOLOGY for review.	

BUDGET

Version 10/30/2015

Agreement No: WQC-2017-Kennew-00097

Project Title: Kennewick WWTP Sustainability Improvements Phase 1

Recipient Name: CITY OF KENNEWICK

Forgivable Principal	Task Total
Project Construction	\$ 480,000.00
Construction Management	\$ 0.00
Project Administration/Management	\$ 0.00
Design Engineering	\$ 0.00
Equipment Purchase	\$ 0.00

Total: \$ 480,000.00

Agreement No: WQC-2017-Kennew-00097

Project Title: Kennewick WWTP Sustainability Improvements Phase 1

Recipient Name: CITY OF KENNEWICK

Effective Interest Rate: 2% Interest Rate: 1% Admin Charge: 1%

Terms: 20 years

Project Start Date: 07/01/2016

Project Completion Date: 06/30/2021

Estimated Initiation of Operation date: 01/01/2021

Loan Security: Revenue Secure Lien Obligation of the Recipient

Final Accrued Interest: \$

Final Loan Amount: \$

Repayment Schedule Number: 2326

Standard Loan	Task Total
Project Construction	\$ 2,632,000.00
Construction Management	\$ 633,400.00
Design Engineering	\$ 44,600.00
Project Administration/Management	\$ 40,000.00
Equipment Purchase	\$ 55,000.00

Total: \$ 3,405,000.00

Agreement No: WQC-2017-Kennew-00097

Project Title: Kennewick WWTP Sustainability Improvements Phase 1

Recipient Name: CITY OF KENNEWICK

Funding Distribution Summary**Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Forgivable Principal	0.00 %	\$ 0.00	\$ 480,000.00	\$ 480,000.00
Standard Loan	0.00 %	\$ 0.00	\$ 3,405,000.00	\$ 3,405,000.00
Total		\$ 0.00	\$ 3,885,000.00	\$ 3,885,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

This project has been identified as an Equivalency project and is subject to all federal requirements EPA applies to Clean Water State Revolving Funds. In addition to the federal requirements outlined in Section 4 of agreement terms and conditions, the RECIPIENT must maintain documentation of compliance with all federal cross cutters and federal procurement requirements for architectural and engineering services (Chapter 11 of Title 40, U.S.C)."

SPECIAL TERMS AND CONDITIONS**SECTION 1: DEFINITIONS**

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

"Administration Charge" means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology's cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

"Administrative Requirements" means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

"Annual Debt Service" for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

"Average Annual Debt Service" means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

"Centennial Clean Water Program" means the state program funded from various state sources.

"Contract Documents" means the contract between the RECIPIENT and the construction contractor for construction of the project.

"Cost Effective Analysis" means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

"Defeasement" or "Defeasance" means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

Agreement No: WQC-2017-Kennew-00097

Project Title: Kennewick WWTP Sustainability Improvements Phase 1

Recipient Name: CITY OF KENNEWICK

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defease or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY's Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

Agreement No: WQC-2017-Kennew-00097

Project Title: Kennewick WWTP Sustainability Improvements Phase 1

Recipient Name: CITY OF KENNEWICK

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund of that name created by ordinance or resolution of the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed.

“Project Schedule” means that schedule for the project specified in the agreement.

“Reserve Account” means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility

Agreement No: WQC-2017-Kennew-00097

Project Title: Kennewick WWTP Sustainability Improvements Phase 1

Recipient Name: CITY OF KENNEWICK

prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY’s Water Quality Program website.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

B. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY’s Water Quality Program funding website.

C. Cultural Resources: The RECIPIENT shall:

1) The RECIPIENT shall comply with all applicable federal, state and local environmental laws, statutes, regulations, executive orders, and permits.

2) The RECIPIENT shall comply with Ecology’s Archaeological Resource and Historic Property review process. The

Agreement No: WQC-2017-Kennew-00097

Project Title: Kennewick WWTP Sustainability Improvements Phase I

Recipient Name: CITY OF KENNEWICK

RECIPIENT agrees that in no case shall construction activities, ground disturbance, or excavation of any kind, begin until provisions of this process are complied with. The RECIPIENT is responsible for developing a complete Inadvertent Discovery Plan (IDP). The IDP must be immediately available upon request by any party. The IDP must be readily available and be implemented to address any discovery. The RECIPIENT shall implement the procedures in the IDP, and immediately notify ECOLOGY, the Department of Archeology and Historic Preservation (DAHP), and tribal representatives, if human remains, cultural, or archeological resources are discovered in the course of ground disturbing activities. For more details regarding requirements under this provision, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

D. Electronic Fund Transfers: The RECIPIENT must register as a statewide vendor in order to receive payment reimbursement. Washington State's Department of Enterprise Services (DES) issues all payments. DES maintains a central vendor file for Washington State agency use to process vendor payments. The RECIPIENT can complete the registration process online at:

<http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. This registration process allows the RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If the RECIPIENT has questions about the vendor registration process or setting up direct deposit payments contact DES Payee Help Desk at (360) 664-7779 or payeehelpdesk@des.wa.gov.

E. Equipment Purchase: Equipment not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3.B for Section 319 funded or Section 5.E for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of

Agreement No: WQC-2017-Kennew-00097
Project Title: Kennewick WWTP Sustainability Improvements Phase I
Recipient Name: CITY OF KENNEWICK

this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State. However, ECOLOGY may accept as eligible technical assistance, proposed practices, or project designs that do not meet these standards if approved in writing by the NRCS and ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND ONLY CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.
2. Clean Water Act Section 319 Initial Data Reporting Sheet or the "Section 319 Initial Data Reporting" form in EAGL.

A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project.

B. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology's Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use."

C. Load Reduction Reporting: The RECIPIENT shall complete the "Section 319 Annual Load Reduction Reporting" form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on pollutant load reductions for each best management practice (BMP) installed as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time

Agreement No: WQC-2017-Kennew-00097

Project Title: Kennewick WWTP Sustainability Improvements Phase 1

Recipient Name: CITY OF KENNEWICK

extension cannot exceed the time limitation established in EPA's assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date.

SECTION 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW "Local Government Accounting – Uniform System of Accounting".

B. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: <https://harvester.census.gov/fac/collect/ddeindex.html>. For complete information on how to accomplish the single audit submissions, go to the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>.

C. Archaeological Resources and Historic Properties (Section 106): See Section 2.C of the terms and conditions of this agreement, the RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).

D. Consultant Cap: The RECIPIENT shall ensure that loan or grant funds provided under this agreement to reimburse for costs incurred by individual consultants (excluding overhead) is limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. The Executive Schedule can be found at: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed. Contracts for services awarded using the procurement requirements in Subpart D of 2 CFR 200 are not affected by this limitation unless the terms of the contract provide the RECIPIENT with responsibility for the selection, direction, and control of the individuals who shall be providing services under the contract at an hourly or daily rate of compensation. See 2 CFR 1500.9 for additional information.

E. Data Universal Numbering System (DUNS) and Central Contractor Registration (CCR) Requirements: RECIPIENTS shall have a DUNS number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that the organization's information in the System for Award Management (SAM), <https://www.sam.gov>, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under this agreement. Records documenting

Agreement No: WQC-2017-Kennew-00097

Project Title: Kennewick WWTP Sustainability Improvements Phase 1

Recipient Name: CITY OF KENNEWICK

compliance with the following six good faith efforts shall be retained:

- 1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- 2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Consider in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, and State and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including, but not limited to Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part, and the

Agreement No: WQC-2017-Kennew-00097
Project Title: Kennewick WWTP Sustainability Improvements Phase I
Recipient Name: CITY OF KENNEWICK

RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

“The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies.”

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTS shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

I. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

SECTION 5: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

Agreement No: WQC-2017-Kennew-00097

Project Title: Kennewick WWTP Sustainability Improvements Phase 1

Recipient Name: CITY OF KENNEWICK

1. Opinion of RECIPIENT's Legal Council
2. Authorizing Ordinance or Resolution
3. Federal Funding Accountability and Transparency Act (FFATA) Form
4. CWSRF Federal Reporting Information form available in EAGL
5. Fiscal Sustainability Plan Certification (only required if the project includes construction of a wastewater or stormwater facility construction)

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

E. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at:
<http://www.ecy.wa.gov/programs/wq/funding/FundPrgrms/CWSRF/SignageGuidanceJune2015.pdf>.

F. Free Service: The RECIPIENT shall not furnish utility service to any customer free of charge if providing that free service affects the RECIPIENT's ability to meet the obligations of this agreement.

G. Insurance: The RECIPIENT shall at all times carry fire and extended coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and with policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

Agreement No: WQC-2017-Kennew-00097
Project Title: Kennewick WWTP Sustainability Improvements Phase 1
Recipient Name: CITY OF KENNEWICK

H. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments semiannually over the term of this loan "Loan Term" as outlined in this agreement.

I. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all of the other agreements and obligations on its part contained herein shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

Agreement No: WQC-2017-Kennew-00097
Project Title: Kennewick WWTP Sustainability Improvements Phase 1
Recipient Name: CITY OF KENNEWICK

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology
Cashiering Unit
P.O. Box 47611
Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a formal amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the

Agreement No: WQC-2017-Kennew-00097

Project Title: Kennewick WWTP Sustainability Improvements Phase 1

Recipient Name: CITY OF KENNEWICK

outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

J. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Reserve Requirement: For loans that are Revenue-Secured Debt with terms greater than five years, the RECIPIENT must accumulate a reserve for the loan equivalent to at least the Average Annual Debt Service on the loan during the first five years of the repayment period of the loan. This amount shall be deposited in a Reserve Account in the Loan Fund in approximately equal annual payments commencing within one year after the initiation of operation or the project completion date, whichever comes first.

“Reserve Account” means, for a loan that constitutes Revenue-Secured Debt, an account of that name created in the Loan Fund to secure the payment of the principal and interest on the loan. The amount on deposit in the Reserve Account may be applied by the RECIPIENT (1) to make, in part or in full, the final repayment to ECOLOGY of the loan amount or, (2) if not so applied, for any other lawful purpose of the RECIPIENT once the Loan Amount, plus interest and any other amounts owing to ECOLOGY, have been paid in full.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the loan Fund and used to pay the principal of and interest on the loan. The ULID Assessments in the ULID may be deposited into the Reserve Account to satisfy a Reserve Requirement if a Reserve Requirement is applicable.

K. Maintenance and Operation of a Funded Utility: The RECIPIENT shall at all times maintain and keep a funded

Agreement No: WQC-2017-Kennew-00097

Project Title: Kennewick WWTP Sustainability Improvements Phase I

Recipient Name: CITY OF KENNEWICK

Utility in good repair, working order and condition and also shall at all times operate the Utility and the business in an efficient manner and at a reasonable cost.

L. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement shall be signed. ECOLOGY will provide the form.

M. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves "public work" and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

N. Litigation; Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

(i) the execution of this agreement; or

(ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or

(iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or

(iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

O. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement,

Agreement No: WQC-2017-Kennew-00097

Project Title: Kennewick WWTP Sustainability Improvements Phase 1

Recipient Name: CITY OF KENNEWICK

true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

P. Sale or Disposition of Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the Utility or any real or personal property comprising a part of the Utility unless:

1. The facilities or property transferred are not material to the operation of the Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the Utility or are no longer necessary, material, or useful to the operation of the Utility; or
 2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the Utility; or
 3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the Utility from the portion of the Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.
 4. Expressed written agreement by the DEPARTMENT.
- The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

Q. Sewer-Use Ordinance or Resolution: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater.
- 3) Require that new sewers and connections be properly designed and constructed.

R. Termination and Default:

Agreement No: WQC-2017-Kennew-00097

Project Title: Kennewick WWTP Sustainability Improvements Phase 1

Recipient Name: CITY OF KENNEWICK

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.
3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.
4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property

Agreement No: WQC-2017-Kennew-00097

Project Title: Kennewick WWTP Sustainability Improvements Phase 1

Recipient Name: CITY OF KENNEWICK

(equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

S. User-Charge System: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the utility, to establish a reserve to pay for replacement, to establish the required Loan Reserve Account, and to repay the loan.

WATER QUALITY COMBINED FINANCIAL ASSISTANCE TERMS AND CONDITIONS LAST UPDATED ON 10/04/2016

GENERAL FEDERAL CONDITIONS

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

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

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they

Agreement No: WQC-2017-Kennew-00097

Project Title: Kennewick WWTP Sustainability Improvements Phase 1

Recipient Name: CITY OF KENNEWICK

cannot.

2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

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

REQUIREMENTS:

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

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

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

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

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

Agreement No: WQC-2017-Kennew-00097

Project Title: Kennewick WWTP Sustainability Improvements Phase 1

Recipient Name: CITY OF KENNEWICK

GENERAL TERMS AND CONDITIONS

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

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition". <https://fortress.wa.gov/ecy/publications/SummaryPages/1401002.html>
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

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

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological or cultural resources. Activities associated with archaeological and cultural resources are an eligible reimbursable cost subject to approval by ECOLOGY.

RECIPIENT shall:

- a) Immediately cease work and notify ECOLOGY if any archeological or cultural resources are found while conducting work under this Agreement.
- b) Immediately notify the Department of Archaeology and Historic Preservation at (360) 586-3064, in the event historical or cultural artifacts are discovered at a work site.
- c) Comply with Governor Executive Order 05-05, Archaeology and Cultural Resources, for any capital construction projects prior to the start of any work.
- d) Comply with RCW 27.53, Archaeological Sites and Resources, for any work performed under this Agreement, as applicable. National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact cultural or historic properties.

4. ASSIGNMENT

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

5. COMMUNICATION

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

6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the

Agreement No: WQC-2017-Kennew-00097

Project Title: Kennewick WWTP Sustainability Improvements Phase I

Recipient Name: CITY OF KENNEWICK

RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible may require approval by ECOLOGY prior to purchase.

d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@des.wa.gov.

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT should submit final requests for compensation within thirty (30) days after the expiration date of this Agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

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

a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

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

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

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

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

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

8. CONFLICT OF INTEREST

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

9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall

Agreement No: WQC-2017-Kennew-00097
Project Title: Kennewick WWTP Sustainability Improvements Phase 1
Recipient Name: CITY OF KENNEWICK

award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

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

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

10. DISPUTES

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

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

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

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

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

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

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

11. ENVIRONMENTAL STANDARDS

- a) RECIPIENTS who collect environmental-monitoring data must provide these data to ECOLOGY using the Environmental Information Management System (EIM). To satisfy this requirement these data must be successfully loaded into EIM, see instructions on the EIM website at: <http://www.ecy.wa.gov/eim>.
- b) RECIPIENTS are required to follow ECOLOGY's data standards when Geographic Information System (GIS) data are collected and processed. More information and requirements are available at: <http://www.ecy.wa.gov/services/gis/data/standards/standards.htm>. RECIPIENTS shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

Agreement No: WQC-2017-Kennew-00097

Project Title: Kennewick WWTP Sustainability Improvements Phase 1

Recipient Name: CITY OF KENNEWICK

c) RECIPIENTS must prepare a Quality Assurance Project Plan (QAPP) when a project involves the collection of environmental measurement data. QAPP is to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating data. RECIPIENTS must follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030). ECOLOGY shall review and approve the QAPP prior to start of work. The size, cost, and complexity of the QAPP should be in proportion to the magnitude of the sampling effort.

12. GOVERNING LAW

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

13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

14. INDEPENDENT STATUS

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

15. KICKBACKS

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

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

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved

Agreement No: WQC-2017-Kennew-00097

Project Title: Kennewick WWTP Sustainability Improvements Phase 1

Recipient Name: CITY OF KENNEWICK

by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

18. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT shall submit the Closeout Report within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY. RECIPIENT shall use the ECOLOGY provided closeout report format.

20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic

Agreement No: WQC-2017-Kennew-00097

Project Title: Kennewick WWTP Sustainability Improvements Phase 1

Recipient Name: CITY OF KENNEWICK

materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

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

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

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

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

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

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

21. RECORDS, AUDITS, AND INSPECTIONS

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

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

Agreement No: WQC-2017-Kennew-00097

Project Title: Kennewick WWTP Sustainability Improvements Phase 1

Recipient Name: CITY OF KENNEWICK

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

25. SUSPENSION

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

26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, <http://www.ecy.wa.gov/programs/swfa/epp>.

Agreement No: WQC-2017-Kennew-00097

Project Title: Kennewick WWTP Sustainability Improvements Phase 1

Recipient Name: CITY OF KENNEWICK

27. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, or renegotiate the agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

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

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other

Agreement No: WQC-2017-Kennew-00097
Project Title: Kennewick WWTP Sustainability Improvements Phase 1
Recipient Name: CITY OF KENNEWICK

materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

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

28. THIRD PARTY BENEFICIARY

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

29. WAIVER

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

GENERAL TERMS AND CONDITIONS LAST UPDATED 12/25/2015

Council Agenda Coversheet	Agenda Item Number	3.g.	Council Date	01/03/2017	Consent Agenda	☒
	Agenda Item Type	Contract/Agreement/Lease			Ordinance/Reso	☐
	Subject	Wastewater Treatment Plant Sustainability Ph 2			Public Mtg / Hrg	☐
	Ordinance/Reso #		Contract #		Other	☐
	Project #		Permit #		Quasi-Judicial	☐
	Department	Public Works				

Recommendation

That Council authorize the Mayor to sign loan agreement WQC-2017-Kennew-00222 with the Department of Ecology for the Wastewater Treatment Plant Sustainability Improvements Phase 2.

Motion for Consideration

I move to authorize the Mayor to sign loan agreement WQC-2017-Kennew-00222 with the Department of Ecology for the Wastewater Treatment Plant Sustainability Improvements Phase 2.

Summary

In 2013, staff was successful in securing a low interest loan, in the amount of \$725,000 from the Department of Ecology (DOE) through the Clean Water State Revolving Fund (CWSRF) Loan Program to complete the mandatory update of the City's Comprehensive Sewer Plan and to identify beneficial upgrades to the Wastewater Treatment Plant (WWTP). The comprehensive plan update has been completed and a series of recommended upgrades has been identified and approved by DOE. The upgrades will improve operations, extend the life of the plant and introduce efficiencies that will minimize future operational costs. In the most recent CWSRF call for projects, staff secured an additional loan in the amount of \$2,347,000.00 to construct Phase 1 of the scheduled upgrades. "Green project reserves," that would result in forgivable principle, are not available for design phase projects but may be available at the time we pursue construction funding.

The agreement will also require the signatures of the City Manager, Director of Public Works and the Engineering Services Manager.

Alternatives

None recommended.

Fiscal Impact

Standard loan \$2,347,000.00 (20 years @ 2%)

Through	Steve Plummer Dec 22, 14:28:09 GMT-0800 2016	Attachments: Final Agreement
Dept Head Approval	Cary Roe Dec 22, 16:49:36 GMT-0800 2016	
City Mgr Approval	Marie Mosley Dec 28, 17:05:57 GMT-0800 2016	
		☐ Recording Required?



Agreement No. WQC-2017-Kennew-00222

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF KENNEWICK

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

GENERAL INFORMATION

Project Title:	Kennewick WWTP Sustainability Improvements Phase 2
Total Cost:	\$27,300,000.00
Total Eligible Cost:	\$2,347,000.00
Ecology Share:	\$2,347,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2016
The Expiration Date of this Agreement is no later than:	12/31/2017
Project Type:	Wastewater Facility

Project Short Description:

This project will provide design services for biosolids management including waste activated sludge (WAS) thickening, anaerobic digestion, and mechanical dewatering of digested solids. Phase 2 will provide the design for improvements that will eliminate the odor producing lagoons and adopt a more mechanized solids stabilization process where odors are localized and can be effectively treated to produce dewatered Class B biosolids to allow future abandonment of the aerated sludge lagoons.

Project Long Description:

Although the lagoons are an economical means of managing biosolids, they are susceptible to unpredictable turnover events. In addition, the solids in the lagoons can result in extremely foul odors that result in many citizen complaints. This project will design a means of stabilizing biosolids on-site so Class B standards can be met and reduce additional biosolids through digestion. By reducing the volume and weight of the material will reduce the need for additional treatment and the cost of transporting biosolids off site.

Agreement No: WQC-2017-Kennew-00222

Project Title: Kennewick WWTP Sustainability Improvements Phase 2

Recipient Name: CITY OF KENNEWICK

The design will include:

1. Two waste activated sludge thickeners to increase the solids content from 1 percent to 2.5 percent prior to digesting.
2. Two, 1 million gallon anaerobic digesters with external sludge heaters, external mixers, biogas management and dual fuel boilers.
3. Four, digested solids dewatering units to increase the solids content from 1.25 percent to 18 percent prior to additional treatment or disposal.

Overall Goal:

The overall goal of this project is to produce more stable biosolids, reduce the volume of solids in the anaerobic digesters and reduce odor.

Agreement No: WQC-2017-Kennew-00222
Project Title: Kennewick WWTP Sustainability Improvements Phase 2
Recipient Name: CITY OF KENNEWICK

RECIPIENT INFORMATION

Organization Name: CITY OF KENNEWICK

Federal Tax ID: 91-6001253

DUNS Number: 040187544

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

Physical Address: 210 W. 6th Avenue
PO Box 6108
Kennewick, Washington 99336-0108

Organization Email: steve.plummer@ci.kennewick.wa.us

Organization Fax: (509) 585-4451

Contacts

Project Manager	Stephen Plummer Engineering Services Manager 210 W. 6th Avenue PO Box 6108 Kennewick, Washington 99336-0108 Email: steve.plummer@ci.kennewick.wa.us Phone: (509) 585-4287
Billing Contact	Stephen Plummer Engineering Services Manager 210 W. 6th Avenue PO Box 6108 Kennewick, Washington 99336-0108 Email: steve.plummer@ci.kennewick.wa.us Phone: (509) 585-4287
Authorized Signatory	Stephen R Plummer Engineering Services Manager 210 W. 6th Avenue PO Box 6108 Kennewick, Washington 99336-0108 Email: steve.plummer@ci.kennewick.wa.us

Agreement No: WQC-2017-Kennew-00222

Project Title: Kennewick WWTP Sustainability Improvements Phase 2

Recipient Name: CITY OF KENNEWICK

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Dan Ferguson 1250 W Alder St. Union Gap, Washington 98903-0009 Email: dfer461@ecy.wa.gov Phone: (509) 457-7108
Financial Manager	Bill Hashim PO Box 47600 Olympia, Washington 98504-7600 Email: bhas461@ecy.wa.gov Phone: (360) 407-6549

Agreement No: WQC-2017-Kennew-00222

Project Title: Kennewick WWTP Sustainability Improvements Phase 2

Recipient Name: CITY OF KENNEWICK

AUTHORIZING SIGNATURES

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

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

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

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

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

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

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

CITY OF KENNEWICK

By: _____

By: _____

Heather R. Bartlett

Date

Stephen R Plummer

Date

Water Quality

Engineering Services Manager

Program Manager

Template Approved to Form by
Attorney General's Office

Steve C. Young

MayorDate

Marie Mosley

City ManagerDate

Cary M. Roe, PE

Public Works DirectorDate

Agreement No: WQC-2017-Kennew-00222

Project Title: Kennewick WWTP Sustainability Improvements Phase 2

Recipient Name: CITY OF KENNEWICK

SCOPE OF WORK

Task Number: 1

Task Cost: \$50,000.00

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:

* Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.

* Properly maintained project documentation

Project Administration/Management**Deliverables**

Number	Description	Due Date
1.1	Quarterly Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

Agreement No: WQC-2017-Kennew-00222

Project Title: Kennewick WWTP Sustainability Improvements Phase 2

Recipient Name: CITY OF KENNEWICK

SCOPE OF WORK

Task Number: 2

Task Cost: \$2,297,000.00

Task Title: Project Design

Task Description:

A. The RECIPIENT will procure engineering services in accordance with state law. The RECIPIENT will include ECOLOGY's specification insert in the contract documents. The RECIPIENT must submit all contracts for engineering services before ECOLOGY will provide reimbursement for work performed under this task.

B. The RECIPIENT will eliminate the odor producing lagoons and design a more mechanized solids stabilization process to produce Class B biosolids. Plans and specifications developed by the RECIPIENT must be consistent with the requirements of Chapter 173-240 WAC. Elements of the design will include:

1. Two waste activated sludge thickeners to increase the solids content from 1% to 2.5% prior to digesting.
2. Two 1 million gallon anaerobic digesters with external sludge heaters, external mixers, biogas management and dual fuel boilers.
3. Four digested solids dewatering units to increase the solids content from 1.25 percent to 18 percent prior to additional treatment or disposal.

C. The RECIPIENT will submit 50 percent plans and specifications for review for the elements of the design referenced in Task 2B in addition to the 100% draft and final design plans and specifications.

D. The plans and specifications, construction contract documents, and addenda must be approved by the RECIPIENT prior to submittal for ECOLOGY review. All construction plans submitted to ECOLOGY for review and approval will be reduced to no larger than 11" x 17" in size. All reduced drawings must be completely legible. The project manager may request plans be submitted in either PDF or AutoCAD electronic format, and specifications in a searchable PDF or Microsoft Word electronic file. A current construction cost estimate will be submitted along with each plan/specification submittal. The project manager may request a spreadsheet in electronic file format.

E. The RECIPIENT will complete a federal cross cutter analysis in preparation for construction activities. ECOLOGY will provide technical assistance to ensure that review is complete for all Revolving Fund required cross cutters for wastewater facility projects. The RECIPIENT will submit a final draft Cross Cutter Report to ECOLOGY for review and comment.

F. Investment Grade Efficiency Audit. The RECIPIENT will procure a third party analysis of potential energy and water efficiency measures for incorporation into the design of any wastewater facilities. The analysis will identify potential efficiency measures, provide cost estimates, and evaluate their cost effectiveness.

Task Goal Statement:

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Task Expected Outcome:

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Agreement No: WQC-2017-Kennew-00222

Project Title: Kennewick WWTP Sustainability Improvements Phase 2

Recipient Name: CITY OF KENNEWICK

Recipient Task Coordinator: Pat Everham**Project Design****Deliverables**

Number	Description	Due Date
2.1	.Executed contracts for engineering services and documentation of the RECIPIENT's process for procuring engineering services.	
2.2	Two copies of the draft and final design.	
2.3	Two copies of final Cross Cutter Report.	
2.4	Investment Grade Efficiency Audit documentation.	

Agreement No: WQC-2017-Kennew-00222
Project Title: Kennewick WWTP Sustainability Improvements Phase 2
Recipient Name: CITY OF KENNEWICK

BUDGET

Funding Distribution EL170046

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

Funding Title:	Standard Loan	Funding Type:	Loan
Funding Effective Date:	07/01/2016	Funding Expiration Date:	12/31/2017

Funding Source:

Title: CWSRF - SFY17

Type: Federal

Funding Source %: 100%

Description: Clean Water State Revolving Fund-This grant will provide additional capital for Washington's Water Pollution Control Revolving Fund. This capital will be used to offer low interest loans to projects that will address the state's high priority water quality needs. The projects receiving financial assistance will generally protect and restore water quality and aquatic habitat.

Federal Awarding Agency:	U.S. Environmental Protection Agency
Federal Awarding Agency Contact:	Edward H. Chu
Federal Awarding Agency Phone:	206-553-0850
Federal Awarding Agency Email:	Chu.Ed@epa.gov
Federal Awarding Agency Address:	EPA Region 10, Mail Code: OMP-173, 1200 Sixth Avenue, Suite 900, Seattle WA 98101

CFDA Catalog Name: Capitalization Grants for State Revolving Fund

CFDA Number:	66.458
FAIN:	53000116
Research Grant:	No
Federal Award Date:	08/12/2014
Total Federal Award Amount:	\$27,882,000.00

Federal Funds Obligated To Recipient: \$2,347,000.00

Approved Indirect Costs Rate:	Approved Rate Negotiated Between ECOLOGY and RECIPIENT: 0%
Recipient Match %:	0%
InKind Interlocal Allowed:	No
InKind Other Allowed:	No
Is this Funding Distribution used to match a federal grant?	No

Agreement No: WQC-2017-Kennew-00222

Project Title: Kennewick WWTP Sustainability Improvements Phase 2

Recipient Name: CITY OF KENNEWICK

Effective Interest Rate: 2% Interest Rate: 1% Admin Charge: 1%

Terms: 20 years

Project Start Date: 07/01/2016

Project Completion Date: 12/31/2017

Estimated Initiation of Operation date: 12/31/2017

Loan Security: Revenue Secure Lien Obligation of the Recipient

Final Accrued Interest: \$

Final Loan Amount: \$

Repayment Schedule Number: 2327

Standard Loan	Task Total
Project Administration/Management	\$ 50,000.00
Project Design	\$ 2,297,000.00

Total: \$ 2,347,000.00

Agreement No: WQC-2017-Kennew-00222

Project Title: Kennewick WWTP Sustainability Improvements Phase 2

Recipient Name: CITY OF KENNEWICK

Funding Distribution Summary**Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Standard Loan	0.00 %	\$ 0.00	\$ 2,347,000.00	\$ 2,347,000.00
Total		\$ 0.00	\$ 2,347,000.00	\$ 2,347,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS**SECTION 1: DEFINITIONS**

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Defease” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

Agreement No: WQC-2017-Kennew-00222

Project Title: Kennewick WWTP Sustainability Improvements Phase 2

Recipient Name: CITY OF KENNEWICK

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defeasance or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY’s Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

Agreement No: WQC-2017-Kennew-00222

Project Title: Kennewick WWTP Sustainability Improvements Phase 2

Recipient Name: CITY OF KENNEWICK

“Loan Fund” means the special fund of that name created by ordinance or resolution of the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed.

“Project Schedule” means that schedule for the project specified in the agreement.

“Reserve Account” means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

Agreement No: WQC-2017-Kennew-00222

Project Title: Kennewick WWTP Sustainability Improvements Phase 2

Recipient Name: CITY OF KENNEWICK

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY’s Water Quality Program website.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

B. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY’s Water Quality Program funding website.

C. Cultural Resources: The RECIPIENT shall:

1) The RECIPIENT shall comply with all applicable federal, state and local environmental laws, statutes, regulations, executive orders, and permits.

2) The RECIPIENT shall comply with Ecology’s Archaeological Resource and Historic Property review process. The RECIPIENT agrees that in no case shall construction activities, ground disturbance, or excavation of any kind, begin until provisions of this process are complied with. The RECIPIENT is responsible for developing a complete Inadvertent Discovery Plan (IDP). The IDP must be immediately available upon request by any party. The IDP must be readily available and be implemented to address any discovery. The RECIPIENT shall implement the procedures in

Agreement No: WQC-2017-Kennew-00222
Project Title: Kennewick WWTP Sustainability Improvements Phase 2
Recipient Name: CITY OF KENNEWICK

the IDP, and immediately notify ECOLOGY, the Department of Archeology and Historic Preservation (DAHP), and tribal representatives, if human remains, cultural, or archeological resources are discovered in the course of ground disturbing activities. For more details regarding requirements under this provision, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

D. Electronic Fund Transfers: The RECIPIENT must register as a statewide vendor in order to receive payment reimbursement. Washington State's Department of Enterprise Services (DES) issues all payments. DES maintains a central vendor file for Washington State agency use to process vendor payments. The RECIPIENT can complete the registration process online at:

<http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. This registration process allows the RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If the RECIPIENT has questions about the vendor registration process or setting up direct deposit payments contact DES Payee Help Desk at (360) 664-7779 or payeehelpdesk@des.wa.gov.

E. Equipment Purchase: Equipment not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3.B for Section 319 funded or Section 5.E for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

Agreement No: WQC-2017-Kennew-00222
Project Title: Kennewick WWTP Sustainability Improvements Phase 2
Recipient Name: CITY OF KENNEWICK

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service (“NRCS”) Field Office Technical Guide for Washington State. However, ECOLOGY may accept as eligible technical assistance, proposed practices, or project designs that do not meet these standards if approved in writing by the NRCS and ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND ONLY CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.
2. Clean Water Act Section 319 Initial Data Reporting Sheet or the “Section 319 Initial Data Reporting” form in EAGL.

A. Data Reporting: The RECIPIENT must complete the “Section 319 Initial Data Reporting” form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project.

B. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology’s Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement:

“This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use.”

C. Load Reduction Reporting: The RECIPIENT shall complete the “Section 319 Annual Load Reduction Reporting” form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on pollutant load reductions for each best management practice (BMP) installed as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA’s assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date.

Agreement No: WQC-2017-Kennew-00222

Project Title: Kennewick WWTP Sustainability Improvements Phase 2

Recipient Name: CITY OF KENNEWICK

SECTION 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW "Local Government Accounting – Uniform System of Accounting".

B. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: <https://harvester.census.gov/fac/collect/ddeindex.html>. For complete information on how to accomplish the single audit submissions, go to the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>.

C. Archaeological Resources and Historic Properties (Section 106): See Section 2.C of the terms and conditions of this agreement, the RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).

D. Consultant Cap: The RECIPIENT shall ensure that loan or grant funds provided under this agreement to reimburse for costs incurred by individual consultants (excluding overhead) is limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. The Executive Schedule can be found at: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed. Contracts for services awarded using the procurement requirements in Subpart D of 2 CFR 200 are not affected by this limitation unless the terms of the contract provide the RECIPIENT with responsibility for the selection, direction, and control of the individuals who shall be providing services under the contract at an hourly or daily rate of compensation. See 2 CFR 1500.9 for additional information.

E. Data Universal Numbering System (DUNS) and Central Contractor Registration (CCR) Requirements: RECIPIENTS shall have a DUNS number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that the organization's information in the System for Award Management (SAM), <https://www.sam.gov>, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government

Agreement No: WQC-2017-Kennew-00222

Project Title: Kennewick WWTP Sustainability Improvements Phase 2

Recipient Name: CITY OF KENNEWICK

RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.

2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.

3) Consider in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, and State and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.

4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.

5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including, but not limited to Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part, and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors,

Agreement No: WQC-2017-Kennew-00222

Project Title: Kennewick WWTP Sustainability Improvements Phase 2

Recipient Name: CITY OF KENNEWICK

engineers, vendors, and any other entity for work or services pertaining to this agreement.

“The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies.”

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTS shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

I. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

SECTION 5: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Opinion of RECIPIENT's Legal Council
2. Authorizing Ordinance or Resolution
3. Federal Funding Accountability and Transparency Act (FFATA) Form
4. CWSRF Federal Reporting Information form available in EAGL

Agreement No: WQC-2017-Kennew-00222

Project Title: Kennewick WWTP Sustainability Improvements Phase 2

Recipient Name: CITY OF KENNEWICK

5. Fiscal Sustainability Plan Certification (only required if the project includes construction of a wastewater or stormwater facility construction)

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

E. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at:
<http://www.ecy.wa.gov/programs/wq/funding/FundPrgrms/CWSRF/SignageGuidanceJune2015.pdf>.

F. Free Service: The RECIPIENT shall not furnish utility service to any customer free of charge if providing that free service affects the RECIPIENT's ability to meet the obligations of this agreement.

G. Insurance: The RECIPIENT shall at all times carry fire and extended coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and with policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

Agreement No: WQC-2017-Kennew-00222

Project Title: Kennewick WWTP Sustainability Improvements Phase 2

Recipient Name: CITY OF KENNEWICK

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments semiannually over the term of this loan "Loan Term" as outlined in this agreement.

I. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all of the other agreements and obligations on its part contained herein shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Agreement No: WQC-2017-Kennew-00222
Project Title: Kennewick WWTP Sustainability Improvements Phase 2
Recipient Name: CITY OF KENNEWICK

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology
Cashiering Unit
P.O. Box 47611
Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a formal amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

Agreement No: WQC-2017-Kennew-00222

Project Title: Kennewick WWTP Sustainability Improvements Phase 2

Recipient Name: CITY OF KENNEWICK

J. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Reserve Requirement: For loans that are Revenue-Secured Debt with terms greater than five years, the RECIPIENT must accumulate a reserve for the loan equivalent to at least the Average Annual Debt Service on the loan during the first five years of the repayment period of the loan. This amount shall be deposited in a Reserve Account in the Loan Fund in approximately equal annual payments commencing within one year after the initiation of operation or the project completion date, whichever comes first.

“Reserve Account” means, for a loan that constitutes Revenue-Secured Debt, an account of that name created in the Loan Fund to secure the payment of the principal and interest on the loan. The amount on deposit in the Reserve Account may be applied by the RECIPIENT (1) to make, in part or in full, the final repayment to ECOLOGY of the loan amount or, (2) if not so applied, for any other lawful purpose of the RECIPIENT once the Loan Amount, plus interest and any other amounts owing to ECOLOGY, have been paid in full.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the loan Fund and used to pay the principal of and interest on the loan. The ULID Assessments in the ULID may be deposited into the Reserve Account to satisfy a Reserve Requirement if a Reserve Requirement is applicable.

K. Maintenance and Operation of a Funded Utility: The RECIPIENT shall at all times maintain and keep a funded Utility in good repair, working order and condition and also shall at all times operate the Utility and the business in an efficient manner and at a reasonable cost.

L. Opinion of RECIPIENT’s Legal Counsel: The RECIPIENT must submit an “Opinion of Legal Counsel to the

Agreement No: WQC-2017-Kennew-00222

Project Title: Kennewick WWTP Sustainability Improvements Phase 2

Recipient Name: CITY OF KENNEWICK

RECIPIENT” to ECOLOGY before this agreement shall be signed. ECOLOGY will provide the form.

M. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

N. Litigation; Authority: No litigation is now pending, or to the RECIPIENT’s knowledge, threatened, seeking to restrain, or enjoin:

(i) the execution of this agreement; or

(ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or

(iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or

(iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

O. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the

Agreement No: WQC-2017-Kennew-00222

Project Title: Kennewick WWTP Sustainability Improvements Phase 2

Recipient Name: CITY OF KENNEWICK

state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

P. Sale or Disposition of Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the Utility or any real or personal property comprising a part of the Utility unless:

1. The facilities or property transferred are not material to the operation of the Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the Utility or are no longer necessary, material, or useful to the operation of the Utility; or
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the Utility; or
3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the Utility from the portion of the Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.
4. Expressed written agreement by the DEPARTMENT.
The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

Q. Sewer-Use Ordinance or Resolution: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater.
- 3) Require that new sewers and connections be properly designed and constructed.

R. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.

Agreement No: WQC-2017-Kennew-00222

Project Title: Kennewick WWTP Sustainability Improvements Phase 2

Recipient Name: CITY OF KENNEWICK

2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.

3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.

4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Agreement No: WQC-2017-Kennew-00222

Project Title: Kennewick WWTP Sustainability Improvements Phase 2

Recipient Name: CITY OF KENNEWICK

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

S. User-Charge System: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the utility, to establish a reserve to pay for replacement, to establish the required Loan Reserve Account, and to repay the loan.

WATER QUALITY COMBINED FINANCIAL ASSISTANCE TERMS AND CONDITIONS LAST UPDATED ON 10/04/2016

GENERAL FEDERAL CONDITIONS

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

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

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

Agreement No: WQC-2017-Kennew-00222
Project Title: Kennewick WWTP Sustainability Improvements Phase 2
Recipient Name: CITY OF KENNEWICK

3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

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

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

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

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

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

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

Agreement No: WQC-2017-Kennew-00222

Project Title: Kennewick WWTP Sustainability Improvements Phase 2

Recipient Name: CITY OF KENNEWICK

GENERAL TERMS AND CONDITIONS

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

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition". <https://fortress.wa.gov/ecy/publications/SummaryPages/1401002.html>
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

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

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological or cultural resources. Activities associated with archaeological and cultural resources are an eligible reimbursable cost subject to approval by ECOLOGY.

RECIPIENT shall:

- a) Immediately cease work and notify ECOLOGY if any archeological or cultural resources are found while conducting work under this Agreement.
- b) Immediately notify the Department of Archaeology and Historic Preservation at (360) 586-3064, in the event historical or cultural artifacts are discovered at a work site.
- c) Comply with Governor Executive Order 05-05, Archaeology and Cultural Resources, for any capital construction projects prior to the start of any work.
- d) Comply with RCW 27.53, Archaeological Sites and Resources, for any work performed under this Agreement, as applicable. National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact cultural or historic properties.

4. ASSIGNMENT

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

5. COMMUNICATION

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

6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the

Agreement No: WQC-2017-Kennew-00222

Project Title: Kennewick WWTP Sustainability Improvements Phase 2

Recipient Name: CITY OF KENNEWICK

RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible may require approval by ECOLOGY prior to purchase.

d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@des.wa.gov.

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT should submit final requests for compensation within thirty (30) days after the expiration date of this Agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

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

a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

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

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

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

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

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

8. CONFLICT OF INTEREST

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

9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall

Agreement No: WQC-2017-Kennew-00222
Project Title: Kennewick WWTP Sustainability Improvements Phase 2
Recipient Name: CITY OF KENNEWICK

award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

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

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

10. DISPUTES

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

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

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

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

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

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

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

11. ENVIRONMENTAL STANDARDS

- a) RECIPIENTS who collect environmental-monitoring data must provide these data to ECOLOGY using the Environmental Information Management System (EIM). To satisfy this requirement these data must be successfully loaded into EIM, see instructions on the EIM website at: <http://www.ecy.wa.gov/eim>.
- b) RECIPIENTS are required to follow ECOLOGY's data standards when Geographic Information System (GIS) data are collected and processed. More information and requirements are available at: <http://www.ecy.wa.gov/services/gis/data/standards/standards.htm>. RECIPIENTS shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

Agreement No: WQC-2017-Kennew-00222

Project Title: Kennewick WWTP Sustainability Improvements Phase 2

Recipient Name: CITY OF KENNEWICK

c) RECIPIENTS must prepare a Quality Assurance Project Plan (QAPP) when a project involves the collection of environmental measurement data. QAPP is to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating data. RECIPIENTS must follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030). ECOLOGY shall review and approve the QAPP prior to start of work. The size, cost, and complexity of the QAPP should be in proportion to the magnitude of the sampling effort.

12. GOVERNING LAW

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

13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

14. INDEPENDENT STATUS

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

15. KICKBACKS

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

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

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved

Agreement No: WQC-2017-Kennew-00222

Project Title: Kennewick WWTP Sustainability Improvements Phase 2

Recipient Name: CITY OF KENNEWICK

by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

18. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT shall submit the Closeout Report within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY. RECIPIENT shall use the ECOLOGY provided closeout report format.

20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic

Agreement No: WQC-2017-Kennew-00222
Project Title: Kennewick WWTP Sustainability Improvements Phase 2
Recipient Name: CITY OF KENNEWICK

materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

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

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

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

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

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

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

21. RECORDS, AUDITS, AND INSPECTIONS

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

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

Agreement No: WQC-2017-Kennew-00222

Project Title: Kennewick WWTP Sustainability Improvements Phase 2

Recipient Name: CITY OF KENNEWICK

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

25. SUSPENSION

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

26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, <http://www.ecy.wa.gov/programs/swfa/epp>.

Agreement No: WQC-2017-Kennew-00222

Project Title: Kennewick WWTP Sustainability Improvements Phase 2

Recipient Name: CITY OF KENNEWICK

27. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, or renegotiate the agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

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

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other

Agreement No: WQC-2017-Kennew-00222
Project Title: Kennewick WWTP Sustainability Improvements Phase 2
Recipient Name: CITY OF KENNEWICK

materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

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

28. THIRD PARTY BENEFICIARY

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

29. WAIVER

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

GENERAL TERMS AND CONDITIONS LAST UPDATED 12/25/2015

Council Agenda Coversheet 	Agenda Item Number	3.h.	Council Date	01/03/2017	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	Employee & Community Relations					

Recommendation

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

Motion for Consideration

I move to approve and authorize the Mayor and City Manager to sign the four-year collective bargaining agreement between the City of Kennewick and the International Union of Operating Engineers (IUOE), Local #280.

Summary

The City of Kennewick and the IUOE, Local #280 have reached a tentative agreement on a successor labor contract covering the four-year period from January 1, 2017 through December 31, 2020. The tentative agreement includes the following terms:

Wage Increase: On January 1, 2017, employees receive an average wage increase of 2.29%. On January 1, 2018-2020, employees receive wage increases of 2% per year. Employees receive additional specialty pay of \$1.00 per hour for work performed in the City's waste ponds. Employees in the Streets/Storm Water division participate in the on-call program.

Health Insurance: On January 1, 2017, employees remain on their current health insurance plan and pay \$180 per month. On January 1, 2018, employees move to the HealthFirst \$250 health insurance plan and pay 10% of the cost of their plans.

Paid Time Off: Employees no longer receive vacation or sick leave and instead receive PTO just as non-contract employees.

Uniform Allowance: Employees receive a uniform allowance of \$400 per year, which includes safety jackets and footwear.

Tuition Reimbursement: Employees can use the existing tuition reimbursement program to obtain commercial drivers licenses.

The parties have also tentatively agreed to several other terms without financial impacts, including revised work schedules, updated staffing practices and improved hiring/promoting processes.

Alternatives

None recommended.

Fiscal Impact

The total increased costs over the term of the four-year agreement are approximately \$1,471,000. This contract covers 68 FTEs, which amounts to an average annual increase of approximately \$2,100 per FTE. The total fiscal impact of this tentative agreement is within the parameters used to generate the City's 2017/2018 final budget as approved by City Council.

Through	Corey Osborn Dec 28, 13:10:51 GMT-0800 2016	Attachments: 
Dept Head Approval	Corey Osborn Dec 28, 13:10:52 GMT-0800 2016	
City Mgr Approval	Marie Mosley Dec 28, 16:05:23 GMT-0800 2016	

☐ Recording Required?

COLLECTIVE BARGAINING AGREEMENT

Between

CITY OF KENNEWICK

and

**INTERNATIONAL UNION OF OPERATING
ENGINEERS**

January 1, 2017 – December 31, 2020

**2017-2020
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, Sewer, Equipment Rental, Park and Street 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.

TABLE OF CONTENTS

ARTICLE 1 – TERM AND SCOPE OF AGREEMENT	4
ARTICLE 2 – UNION MEMBERSHIP	4 – 5
ARTICLE 3 – CLASSIFICATIONS	5
ARTICLE 4 – EMPLOYER RIGHTS	6
ARTICLE 5 – RECOGNITION	6 – 7
ARTICLE 6 – COMPLAINT, GRIEVANCE AND ARBITRATION	7 – 10
ARTICLE 7 – HOURS OF WORK	10 – 13
ARTICLE 8 – OVERTIME AND PREMIUM RATES	13 – 15
ARTICLE 9 – PAYDAY	15 – 16
ARTICLE 10 – SAFETY & CLOTHING	16 – 18
ARTICLE 11 – RELIEF FROM DUTY	18
ARTICLE 12 – TEMPORARY UPGRADE; TEMPORARY ASSIGNMENT	18 – 19
ARTICLE 13 – MEDICAL LEAVE	19
ARTICLE 14 – SICK LEAVE	20 – 21
ARTICLE 15 – MEDICAL, LIFE & DENTAL INSURANCE	22
ARTICLE 16 – ACCIDENT LEAVE	22
ARTICLE 17 – HOLIDAYS	23 – 24
ARTICLE 18 – VACATION	24 – 25
ARTICLE 19 – JURY DUTY	25
ARTICLE 20 – FORCE REDUCTIONS AND REHIRE	26
ARTICLE 21 – TRANSFERS	27
ARTICLE 22 – LEAVE OF ABSENCE	27
ARTICLE 23 – SENIORITY	27 – 29
ARTICLE 24 – COMMERCIAL DRIVERS LICENSE	29
ARTICLE 25 – AFFIRMATIVE ACTION	29
ARTICLE 26 – ENTIRE AGREEMENT CLAUSE	30
ARTICLE 27 – SAVINGS CLAUSE	30
ARTICLE 28 – DRUGFREE WORKPLACE	30
EXHIBIT "A"	32
SALARY SCHEDULE	

ARTICLE 1 – TERM AND SCOPE OF AGREEMENT

1.1 This Agreement shall be and hereby does become effective January 1, 2017, and shall remain in full force and effect up to and including December 31, 2020. 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, 2020. 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, 2017, 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 All full-time regular employees of the City coming within the classifications covered by this Agreement shall, as of this date, be required to share in the cost of maintaining and operating the Union as their collective bargaining agency, in accordance with its rules, and shall be members thereof in good standing; or pay to the Union an amount of money equivalent to the regular monthly dues of the Union. Commencing with the first of the month next following their date of employment, new full-time regular employees shall become members of the Union or pay to the Union an amount of money equivalent to the regular monthly dues of the Union; or for religious convictions as defined in RCW 41.56.122, Section 1, pay an amount of money equivalent to regular Union dues and initiation fee to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. If the public employee and the bargaining representative do not reach agreement on such matters, PERC shall designate the charitable organization. The employee shall furnish written proof that such payment has been made. 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 temporary employees with less than thirty (30) days of continuous employment.

Part-time, seasonal, and temporary employees who perform work for the City that is intended to exceed thirty (30) days in duration shall be required to tender a representation fee to the Union in an amount equal to the Union's regular monthly dues following thirty (30) days of employment. Such employees shall acquire no seniority, but shall be entitled to benefits as specifically identified for part-time and seasonal employees in this Agreement.

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.

2.4 Definitions:

- Temporary: A position of employment with the City of Kennewick that is intended to last less than six (6) continuous months in duration. Temporary employees shall be hired for specific projects.
- Seasonal: A position of employment with the City of Kennewick that is intended to last more than thirty (30) days but less than six (6) continuous months in duration.
- Part-Time: A regular, continuous position with the City of Kennewick in which an employee works less than thirty (30) hours per week.

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 probationary employee receiving a satisfactory six-month performance review 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;
- 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 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 upon written request by the employee to the Human Resources Director. A request may not be made until 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 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 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

Employees hired before August 21, 2012 – Section 7.1 (A-D)

Utility Workers and Employees hired August 21, 2012 or after – Section 7.2 (A-F)

Sections 7.3 – 7.4 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 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 \$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 7-day FLSA period which 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 Friday, and end the following Friday 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 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 vacation 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). For employees working an 8-9s schedule, hours worked and/or charged to leave, holidays, etc. must total a minimum of 80 hours during the two-week schedule.
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.

Section 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 am to 3:30 pm.
- 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 am to 4:00 pm) and one eight-hour day (from 6:30 am to 3:00 pm). In the subsequent work week, employees will work four nine-hour days (from 6:30 am to 4:00 pm) 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 am to 4:00 pm with Friday as his or her flex day will have his or her work week start each Friday at 11:00 am.
- 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 Section 7.2(F)(4) of the collective bargaining agreement.

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:

1. Hours in excess of the scheduled full time work day;
2. Hours worked on scheduled days of rest;

3. 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 to work 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:

1. Call-in;
2. 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 vacation allowance. Overtime shall be equalized as best as possible on a divisional basis.

8.5 The City agrees to reimburse an employee \$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 \$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 4 hours of the end of the shift.

The City agrees to reimburse for a meal in the amount of \$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, 8 hours worked at time and one-half will count as 12 hours of comp time; or 2 hours worked at double time will count as 4 hours of comp time.)
- C. An employee may accumulate a maximum of 40 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 40 hours of accrued unused comp time one time per year. Any employee desiring to cash out up to 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 40 hours of accrued but unused comp time on or before the second payday in November.

Section 8.7. 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 shall be 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 and Pre-Treatment 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 \$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 Support Services, 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 \$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 name
- Lightweight panel jacket in dark blue with City logo and employee name
- 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. 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. A one-half (1/2) 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 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 safety vests and safety coveralls for night and/or right-of-way work.

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 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 earned vacation credits and sick leave. 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

Section 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.

Section 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 section 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

- a. Employees will remain on the HealthFirst zero deductible plan through December 31, 2017. Employees will contribute \$180/month toward their health insurance premiums.
- b. Effective January 1, 2018, Employees will switch to the HealthFirst \$250 deductible plan. 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.
- c. Employees who waive health insurance benefits for themselves or their families due to double coverage will be eligible for a financial incentive under the same terms and conditions as non-contract employees.

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.

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 For active employees hired prior to December 31, 2009, and who retire prior to January 1, 2014, the City will subsidize the retiree-only premium after the initial 18 months of COBRA is exhausted. There will be no subsidy for the first 18 months when the employee is covered under COBRA. The subsidy offered by the City will be the difference between the AWC non-subsidized plan (R-1500 or its successor) premiums for the retiree-only, and the AWC subsidized plan (AWC Healthfirst 1000 or its successor) premiums. This subsidy expires on the date the retiree is eligible to join the subsidized plan (AWC Healthfirst 100 or its successor).

15.8 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. This floating holiday shall be accrued on February 12. Employees must be employed and in a paid status as of 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 vacation period shall not be counted as vacation leave 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 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.

17.5 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 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 8-hour per day shift, in which case the employee shall only be entitled to 8 hours of holiday pay for each scheduled holiday during that week. Should the City elect to shift to an 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 accumulated vacation, comp time, or unpaid leave on each holiday to make up the total 10 hours off for each holiday.

Where the employees voluntarily accept 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 accumulated vacation or comp time to make up the difference. The City may elect to shift back to an 8-hour work day during the holiday week if it determines doing so is in the best interest of the City.

ARTICLE 18 – PAID TIME OFF

Section 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.

Section 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.

Section 18.3. PTO Accrual Rate. Full-time employees will accrue PTO hours as follows:

<u>Years of Service</u>	<u>Accrual Rate (per month)</u>
New hire through 5 years	12 hours
6 through 9 years	15 hours
10 through 14 years	17 hours
15 through 19 years	19 hours
20 through 24 years	21 hours
25 through 29 years	23 hours
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.

Section 18.4. Accrual and Cash Out Limit. Employees may accrue a maximum of 640 PTO hours. 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.

Section 18.5. 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 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.

Section 18.6. 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 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 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 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 or not the absences have exceeded 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 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.

Section 18.7. 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.

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 vacation time off 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.

20.2 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.

20.3 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 Sections 14.2 at the hourly rates in effect at the time of layoff.

20.4 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.

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

20.6 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 vacation accrual rates.

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 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

24.1 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.

24.2 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.

24.3 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.

24.3 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.

24.4. Effective January 1, 2017, the City will expand the tuition reimbursement program to include reimbursement of 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 \$750 toward tuition or 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 _____, 2017.

INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL NO. 280

CITY OF KENNEWICK

KENNEWICK, WASHINGTON

BUSINESS MANAGER

MAYOR

RECORDING CORRESPONDING
SECRETARY

CITY MANAGER

PRESIDENT

DIRECTOR OF EMPLOYEE & COMM.
RELATIONS

BUSINESS REPRESENTATIVE

HUMAN RESOURCES DIRECTOR

CHIEF STEWARD

ATTEST: CITY CLERK

STEWARD

STEWARD

STEWARD

STEWARD

STEWARD

STEWARD

STEWARD

STEWARD

EXHIBIT "A"

STEP A - Hire-in salary

STEP B - Six months service in-grade

STEP C - Twelve months service in-grade

STEP D - Eighteen months service in-grade

STEP E - Twenty-four months service in-grade

STEP F - Thirty months service in-grade

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 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.

The City will increase base wages set forth in the attached salary schedule by 2% annually in 2018, 2019 and 2020.

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.

OPERATING ENGINEERS SALARY SCHEDULE

January 1, 2017

POSITION TITLE	A	B	C	D	E	F	G
Seasonal Maintenance	\$ 12.00	\$ 12.25	\$ 12.50	\$ 12.75	\$ 13.00	\$ 13.25	\$ 13.50
Utility Worker	\$ 14.50	\$ 15.50	\$ 16.50	\$ 17.50	\$ 18.50		
M&C Craftworker I	\$ 22.44	\$ 23.34	\$ 24.27	\$ 25.24	\$ 26.25		
M&C Craftworker II	\$ 22.44	\$ 23.34	\$ 24.27	\$ 25.24	\$ 26.25	\$ 26.75	
General Craftworker (GC) I	\$ 26.21	\$ 27.00	\$ 27.81				
General Craftworker (GC) II	\$ 26.21	\$ 27.00	\$ 27.81	\$ 28.64			
General Craftworker (GC) III	\$ 26.21	\$ 27.00	\$ 27.81	\$ 28.64	\$ 29.50		
W/S GC/Operator II	\$ 26.21	\$ 27.00	\$ 27.81	\$ 28.64	\$ 29.50		
W/S GC/Operator III	\$ 26.71	\$ 27.50	\$ 28.31	\$ 29.14	\$ 30.00		
W/S GC/Operator IV	\$ 27.21	\$ 28.00	\$ 28.81	\$ 29.64	\$ 30.50		
Chief Plant Operator (grandfathered)					\$ 31.40		
Mechanic I	\$ 26.43	\$ 27.23	\$ 28.04	\$ 28.88	\$ 29.75		
Mechanic II	\$ 26.93	\$ 27.73	\$ 28.54	\$ 29.38	\$ 30.25		
Mechanic III	\$ 27.43	\$ 28.23	\$ 29.04	\$ 29.88	\$ 30.75		
Crewleader	\$ 29.66	\$ 30.26	\$ 30.86	\$ 31.48	\$ 32.11	\$ 32.75	
Crewleader II (level IV cert.)	\$ 30.16	\$ 30.76	\$ 31.36	\$ 31.98	\$ 32.61	\$ 33.25	
Mechanic Crewleader I	\$ 29.66	\$ 30.26	\$ 30.86	\$ 31.48	\$ 32.11	\$ 32.75	
Mechanic Crewleader II	\$ 30.16	\$ 30.76	\$ 31.36	\$ 31.98	\$ 32.61	\$ 33.25	
Mechanic Crewleader III	\$ 30.66	\$ 31.26	\$ 31.86	\$ 32.48	\$ 33.11	\$ 33.75	
Signal Technician	\$ 31.47	\$ 32.10	\$ 32.75	\$ 33.40	\$ 34.07	\$ 34.75	
Signal Electrician/	\$ 33.29	\$ 33.95	\$ 34.63	\$ 35.32	\$ 36.03	\$ 36.75	
Sr. Signal Electrician/	\$ 35.10	\$ 35.80	\$ 36.51	\$ 37.25	\$ 37.99	\$ 38.75	
ACT Specialist	\$ 33.29	\$ 33.95	\$ 34.63	\$ 35.32	\$ 36.03	\$ 36.75	
Sr. ACT Specialist	\$ 35.10	\$ 35.80	\$ 36.51	\$ 37.25	\$ 37.99	\$ 38.75	

Council Agenda Coversheet 	Agenda Item Number	3.i.	Council Date	01/03/2017	Consent Agenda	☒	
	Agenda Item Type	Contract/Agreement/Lease				Ordinance/Reso	☐
	Subject	Phase 3 Clearwater Ave Intersection Improvements				Public Mtg / Hrg	☐
	Ordinance/Reso #		Contract #		Other	☐	
	Project #	P1214-16	Permit #		Quasi-Judicial	☐	
	Department	Public Works					

Recommendation

That City Council reject all bids for Contract P1214-16 (Phase 3 Clearwater Ave Intersection Improvements)

Motion for Consideration

I move to reject all bids for Contract P1214-16 (Phase 3 Clearwater Ave Intersection Improvements)

Summary

Two bids were opened on December 13, 2016 at 2:00 p.m.

Inland Asphalt Company	\$ 1,465,224.56
Allstar Const. Group, Inc.	\$ 1,093,111.48 (non-responsive)
Engineer's Estimate	\$ 970,635.69

This contract is for the improvement of a section of Clearwater Avenue near the intersection of Columbia Center Boulevard, improvements at the intersection of North Union Street and West Clearwater Avenue, and improvements of Clearwater Avenue between the intersections of North Huntington Street and State Route US 395. The project includes street improvements, mountable curbs (c-curbs), tapers, signal modifications, channelization modifications, driveway modifications, and other miscellaneous improvements.

It is recommended that all bids be rejected and that the project be rebid early next year. It is anticipated that there will be more interest in the project next year. The rebid contract will include bid alternatives that can be deleted to reduce the cost of the project if necessary to stay within the budgeted amount that has been established for this project.

A memo that summarizes the federal funding that is available to complete the project is attached.

Alternatives

None recommended

Fiscal Impact

Contract Budget: \$1,134,950

Budget Number: 103.010.595.30.63.06

Through	Bruce Beauchene Dec 19, 12:00:10 GMT-0800 2016	Attachments: memo ☐ Recording Required?
Dept Head Approval	Cary Roe Dec 21, 14:42:18 GMT-0800 2016	
City Mgr Approval	Marie Mosley Dec 28, 17:11:44 GMT-0800 2016	

December 15, 2016

MEMORANDUM

TO: Cary M. Roe, P.E.

FROM: Bruce Beauchene, P.E.
Bruce Mills, P.E.

RE: **Contract P1214-16, Phase 3 Clearwater Avenue Intersection Improvements
Project Cost Summary**

On December 13, 2016, bids for the referenced project were opened. Of the two bids that were received for this project, the low bid has been rejected as non-responsive due to incomplete DBE documentation submitted with the bid. WSDOT has confirmed the non-responsiveness of the low bid.

This memo summarizes the project budget and costs to date, and estimates a total project cost and shortage of funds if we accepted Inland's contract bid. It also makes recommendations moving forward.

Project Budget

This project is intended to be 100% funded with federal funds, except water and sewer work.

Total authorized federal funds:	\$2,120,000
-WSDOT review/compliance	\$19,375
-Phase 1 actual Design/ROW costs	\$572,291
-Phase 2 actual Arthur Street costs	<u>\$141,062</u>
Remaining budget:	\$1,387,272

Projected costs for executing Inland Bid: \$1,597,666 *
(includes contingency + construction engineering)

Local funds needed if awarding Inland Bid: \$210,394 *

*- Excluding water and sewer costs from our own funds

Note: Low non-responsive bid was about \$370,000 less than the Inland bid.

Recommendation

Staff recommends rejecting all bids and rebidding the project in early 2017, including changes to the bid documents to allow more flexibility to consider more day work/less night work, and to delete portions of the project as necessary, if bids exceed federal funds. Kennewick has until the end of 2018 to complete this project, per the federal funding requirements.

Council Agenda Coversheet 	Agenda Item Number	3.j.	Council Date	01/03/2017	Consent Agenda	☒	
	Agenda Item Type	Contract/Agreement/Lease				Ordinance/Reso	☐
	Subject	Zone 5 Reservoir Transmission Main				Public Mtg / Hrg	☐
	Ordinance/Reso #		Contract #		Other	☐	
	Project #	P1335-17	Permit #		Quasi-Judicial	☐	
	Department	Public Works					

Recommendation

That City Council award Contract P1335-17 (Zone 5 Reservoir Transmission Main - Sherman Street to Thompson Reservoir) to Culbert Construction, Inc. in the amount of \$329,726.19.

Motion for Consideration

I move to award Contract P1335-17 (Zone 5 Reservoir Transmission Main - Sherman Street to Thompson Reservoir) to Culbert Construction, Inc. in the amount of \$329,726.19.

Summary

Ten (10) bids were received on December 20, 2016 at 1:30 p.m.

Culbert Construction, Inc.	\$ 329,726.19
Premier Excavation, Inc.	\$ 352,321.18
C & E Trenching, LLC	\$ 388,269.26
Sandry Construction Co., Inc.	\$ 405,843.57
Big D's Construction of Tri-Cities, Inc.	\$ 414,630.84
KC Equipment, LLC	\$ 462,943.37
Wesslen Construction, Inc.	\$ 472,133.42
N & N Excavation	\$ 492,181.48
Big Sky Development, Inc.	\$ 513,011.80
P.O.W. Contracting,	\$ 589,254.70
Engineer's Estimate	\$ 494,586.52

This project is for the construction of approximately 2,877 lineal feet of 18-inch diameter ductile iron water main from the future intersection of Sherman Street and W. 30th Avenue to the City's Thompson Hill Reservoir. The project includes excavation and embankment for a future street, construction of a gravel access road, and other miscellaneous work.

Alternatives

None recommended.

Fiscal Impact

Contract Budget: \$450,000

Budget No. 401.010.594.34.65.19

Through	Bruce Beauchene Dec 21, 16:37:44 GMT-0800 2016	Attachments: 
Dept Head Approval	Cary Roe Dec 22, 16:50:18 GMT-0800 2016	
City Mgr Approval	Marie Mosley Dec 28, 16:58:20 GMT-0800 2016	

☐ Recording Required?

Council Agenda Coversheet 	Agenda Item Number	3.k.	Council Date	01/03/2017	Consent Agenda	☒	
	Agenda Item Type	Contract/Agreement/Lease				Ordinance/Reso	☐
	Subject	SR397 & E. Columbia Drive Waterline				Public Mtg / Hrg	☐
	Ordinance/Reso #		Contract #		Other	☐	
	Project #	P1610-17	Permit #		Quasi-Judicial	☐	
	Department	Public Works					

Recommendation

That City Council award Contract P1610-17 (SR397 & E. Columbia Drive Waterline) to Big D's Construction in the amount of \$409,610.42.

Motion for Consideration

I move to award Contract P1610-17 (SR397 & E. Columbia Drive Waterline) to Big D's Construction in the amount of \$409,610.42.

Summary

Six (6) bids were received on December 20, 2016 at 10:00 a.m.

Big D's Construction	\$ 409,610.42
C & E Trenching, LLC	\$ 453,413.42
Premier Excavation	\$ 480,662.45
Culbert Construction, Inc.	\$ 493,516.82
P.O.W. Contracting, Inc.	\$ 578,808.68
Wesslen Construction, Inc.	\$ 694,582.97
Engineer's Estimate	\$ 459,368.33

This project consists of the installation of water mains within the City of Kennewick and Washington State Department of Transportation (WSDOT) right of way. Work includes the installation of 8-inch and 12-inch diameter water mains, replacement of existing water service lines and fire hydrants, boring and jacking a 24-inch diameter steel casing, asphalt and gravel restoration, and other miscellaneous items.

Alternatives

None recommended.

Fiscal Impact

Contract Budget: \$519,000

Budget Number: 401.010.594.34.65.75

Through	Bruce Beauchene Dec 20, 16:13:22 GMT-0800 2016	Attachments:  ☐ Recording Required?
Dept Head Approval	Cary Roe Dec 20, 16:19:02 GMT-0800 2016	
City Mgr Approval	Marie Mosley Dec 28, 16:55:47 GMT-0800 2016	

Council Agenda Coversheet 	Agenda Item Number	3.I.	Council Date	01/03/2017	Consent Agenda	☒	
	Agenda Item Type	Contract/Agreement/Lease				Ordinance/Reso	☐
	Subject	Columbia Gardens Wine Village Phase II				Public Mtg / Hrg	☐
	Ordinance/Reso #		Contract #		Other	☐	
	Project #		Permit #		Quasi-Judicial	☐	
	Department	Employee & Community Relations					

Recommendation

That Council authorize the City Manager to sign an Inter-local agreement with the Port of Kennewick for the Columbia Gardens Wine Village Phase II Development.

Motion for Consideration

I move to authorize the City Manager to sign the Columbia Gardens Wine Village Phase II Development Inter-local Agreement with the Port of Kennewick.

Summary

The City and Port have completed an inter-local agreement which delineates the roles and responsibilities of the City and the Port of Kennewick in the development of the infrastructure for the Wine Village project.

As discussed with Council, the City and Port shall each commit to half of the cost for the Public Infrastructure Improvement in Calendar year 2017 in the amount of \$550,000 each from the Parties respective allocations of Benton County Rural County Capital funds (RCCF), which must be used for Economic Development Purposes. Funds not used on Columbia Gardens Phase II shall be carried over for the Willows Public Infrastructure Improvements.

In 2018, the City and Port shall each contribute up to \$500,000 for Willows Public Infrastructure, of Rural County Capital Funds, in anticipation of utilizing these funds as a match requirement for a proposed Economic Development Grant in the amount of approximately \$2,000,000.

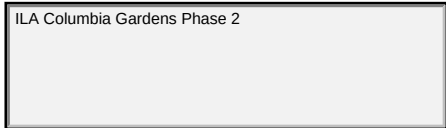
The City and Port continue to work in partnership on the revitalization of the bridge to bridge area, in anticipation of the Culinary Arts school partnership with CBC and the opening of two new wine production facilities by the end of 2017.

Alternatives

None recommended

Fiscal Impact

2017 \$550,000 (Benton County Rural County Capital Funds)
2018 \$500,000 (Benton County Rural County Capital Funds)

Through	Terry Walsh Dec 21, 17:32:34 GMT-0800 2016	Attachments: 
Dept Head Approval	Terry Walsh Dec 21, 17:32:36 GMT-0800 2016	
City Mgr Approval	Marie Mosley Dec 28, 16:25:46 GMT-0800 2016	
		☐ Recording Required?

**INTERLOCAL AGREEMENT
REGARDING
COLUMBIA GARDENS WINE VILLAGE,
PHASE II DEVELOPMENT**

I. PARTIES

This Interlocal Agreement is entered into this ____ day of December, 2016, between the PORT OF KENNEWICK, a Washington municipal corporation (“Port”), the CITY OF KENNEWICK, a Washington municipal corporation, (“City”) and COLUMBIA BASIN COLLEGE (“College”) referred to collectively as the “Parties”. The Parties agree as follows:

II. RECITALS

2.1 Economic Development Authority. The Port and the City are authorized, including under Chapters 39.33 and 39.34 of the Revised Code of Washington, to contract with each other and other public agencies in order to effectively and efficiently operate, administer and carry out their programs and public projects.

2.2 Project Area. The Port owns approximately 14 acres of undeveloped land in the City which it intends to develop as an urban wine village (the “Project Area”). The Project Area is divided into Phase I, which will house two small wineries, a barrel storage building and a wine effluent treatment system. Phase I is as shown on Exhibit “A”. Phase II will consist of two separate areas, the “Columbia Gardens Phase II” and the “Willows”, and each area shall be developed with utilities, streets and lots for sale or lease for winery and related purposes and to work in partnership with the College to build a Culinary Arts School, all of which will complement the wineries to be established in Phase I. Phase II, consisting of the two separate areas, is as shown on the site plan attached hereto as Exhibit “B”, with additional detail shown for Columbia Gardens on Exhibit “B-1”.

2.3 Opportunity for Collaborative Development. The Parties recognize that successful economic development within the City benefits the economic and social welfare of the City and the surrounding area. The Parties also recognize the significant void in educational offerings for culinary arts, as identified by the College. The Parties understand the challenges related to the Project Area, including but not limited to the fact that the Phase II Project Area property is undeveloped and has limited infrastructure. Nonetheless, the Parties, cognizant of the unprecedented opportunity for collaborative development by investing in redevelopment of challenging properties, hereby choose to move forward on a unique and visionary process for potential redevelopment of the Project Area. Specifically, the Parties seek to complete the Phase II Project Area infrastructure, and to foster the development of a waterfront culinary school of approximately 20,000 square feet to be operated by the College. Establishment of the culinary school project will dramatically enhance the status of the Project Area, permitting the Parties to attract major private sector investment.

III. OBLIGATIONS OF THE PARTIES

3.1 Drawings. The Port shall produce drawings plans and cost estimates for the public infrastructure improvements for the Phase II Project Area as shown on Exhibit “B”. Such improvements are intended to serve multiple public uses (the “Public Infrastructure Improvements”). The Public Infrastructure Improvements shall include streets with street lights and street furniture; public parking lots, and utilities, including gas, electric, water, sewer, and other related utilities. For Columbia Gardens Phase II, the Public Infrastructure Improvements will also include stubbing to the wine effluent treatment system. Utilities will be stubbed to the site for the Culinary Arts School. The Parties shall reasonably agree on the design as well as the size and location of all Public Infrastructure Improvement elements. The costs of all biddable engineered drawings will be shared equally between the Port and the City and shall be included in the reimbursables of the Rural County Capital Funds described below, unless the Parties agree in writing otherwise.

3.2 General Provisions Related to Construction. The Port shall permit, design, and engineer the Public Infrastructure Improvements for the Phase II Project. The Port shall bid the construction and monitor/administer construction of the Public Infrastructure Improvements; construction shall proceed in a workmanlike manner; and shall be completed with all due dispatch. The City shall pay the Port a three percent (3%) construction administration fee based on the amount of the successful bid. Funding for the Public Infrastructure Improvements shall be from the Parties’ respective allocations of Benton County Rural County Capital Funds (“RCCF”) which must be used for economic development purposes.

- (a) Columbia Gardens Phase II. The Parties shall endeavor to commence the Columbia Gardens Phase II Public Infrastructure Improvements in calendar year 2017. The City and Port shall each commit to half of the cost for the Public Infrastructure Improvements, not to exceed \$550,000 each. Funds not used on the Columbia Gardens Phase II Public Infrastructure Improvements shall be carried over for Willows Public Infrastructure Improvements.
- (b) Willows. The City and Port shall each contribute \$500,000 for Willows Public Infrastructure Improvements. These sums, together with any surplus from the Columbia Gardens Phase II Public Infrastructure Improvements, shall be used as a “match” portion for an Economic Development Agency (“EDA”) grant in an amount of approximately \$2,000,000. The City shall prepare the grant application with input from the Port, and the Port shall be the applicant for the EDA grant, and if successful, the City and the Port shall use grant proceeds to fund construction of the Willows Public Infrastructure Improvements.

Should RCCF in the amounts set forth above not be provided to the Port and/or City, or should EDA funds not be awarded, the Port and City will continue to work together to explore potential funding opportunities for the Phase II Public Infrastructure Improvements.

3.3 Dedication. Upon completion of construction of the Public Infrastructure Improvements, the Port shall dedicate the underground utility improvements (water, sewer, and wine

effluent) to the City and the City will accept dedication thereof. The Port shall retain ownership of the interior street.

3.4 Operations and Maintenance.

3.4.1 The City:

- (a) Shall be responsible for the Operations and Maintenance of the Natural Trail Extension paved pathway, including any retaining walls and railings installed as part of the trail.
- (b) Shall be responsible for the Operations and Maintenance for the streetlights on Columbia Drive and street area where the transit stop pull-out area is along Columbia Drive.
- (c) Shall enter into a lease with the Port for a small wine effluent treatment room located in the Port's barrel storage building. The room shall be used by the City to monitor its wine effluent treatment system. There shall be no rent due under the lease. If the utilities can be apportioned, the City shall be responsible for those prorated utilities charges directly associated with the small effluent treatment room.
- (d) Work with the Port on the permitting of the Monument Signage for Phase II.

3.4.2 The Port:

- (a) The Port agrees to be responsible for the on-going Operations and Maintenance for the Natural Trail Extension, including any landscaping and irrigation system, art work, benches, path lighting and lighting circuits, path connections and other appurtenances, excluding the paved pathway. Notwithstanding the forgoing, the City shall remain liable for major repairs to the trail including, but not limited to, repaving or reconstructing the pathway in the event of damage.
- (b) The Port agrees to be responsible for the on-going Operations and Maintenance costs for the Columbia Drive Streetscape, including landscaping, irrigation systems, art work, benches, sidewalk maintenance (including clearing of snow and ice) and other appurtenances north of the back of the curb along Columbia Drive, excluding the streetlights and streetlight circuits.
- (c) The Port, at its sole discretion may institute a property/business owners' association to include a fee to cover the common/share use areas and amenities (streetscape, parking lots, etc.) on-going Operations and Maintenance Costs.

3.4.3 The College: The College will be responsible for all maintenance and operations of the Culinary Arts School once ownership is transferred by the Public Development Authority ("PDA") to the College, as described below.

3.5 Construction and Operation of Culinary School.

3.5.1 Property. The Port shall provide a parcel of bare land (as outlined in red on Exhibit “B”) to the City and the City shall transfer the parcel to the PDA described in Section 3.5.2. This parcel of bare land shall be provided to the College for the Culinary Arts School on a no-cost basis for the public purpose of providing an educational offering to the public. Should the PDA, as described in Section 3.5.2, and the College fail to commence construction of the Culinary School on the Willows site within 48 months of the effective date of this Agreement, and pursue construction diligently to completion, the parcel of bare land shall be reconveyed to the Port for no consideration. Additionally, the College shall not pursue other sites for a Culinary Arts School for a period of 48 months from the effective date of this Agreement. The College agrees to take the lead on a capital campaign for purposes of fundraising for the Culinary Arts School Facility.

3.5.2 Public Development Authority. The Port and the College will cooperate with and support the City’s establishment of a PDA pursuant to RCW 35.21.730 *et seq.* The purpose of the PDA will be for the fundraising and building of the Culinary Arts School. The Port agrees to pay the legal fees necessary for the formation of the PDA in an amount not to exceed Ten Thousand Dollars (\$10,000.00) and the City agrees to administer the PDA. Any costs for the development of the PDA shall not be reimbursable from the RCCF. The College will be responsible for the fundraising for the Culinary Arts School. The College will be the recipient of the Culinary Arts School upon completion of construction and dissolution of the PDA. The College agrees to operate the Culinary Arts School.

IV. ADMINISTRATION

4.1 Responsibilities. This Agreement shall be administered by the City Manager or her designee, the Port Chief Executive Officer or his designee, and the College President or his designee. Working in partnership and on behalf of their respective agencies these individuals shall be responsible for:

- (a) Establishing policies for implementing this Agreement;
- (b) Providing periodic progress reports;
- (c) Monitoring progress of the Parties and other agencies in the fulfillment of their respective responsibilities; and
- (d) Follow applicable City and Port bid and prevailing wage law policies and procedures when awarding bids for this project.

4.2 Document Review. The Parties shall cooperate by sharing all relevant information, including planning, financial and environmental documents, to the extent allowed by law.

4.3 Expenses and Financial Contingency. Except as otherwise provided, the obligations of each Party shall be performed at the sole expense of said Party.

V. GENERAL

5.1 Amendment. This Agreement shall not be altered or varied except in writing signed by each Party.

5.2 Governing Law. Each of the Parties has independent authority to contract; and, this Agreement is pursuant to that authority and shall be governed by, construed and enforced in accordance with the substantive laws of the State of Washington.

5.3 Venue. The venue for any action arising out of this Agreement shall be the Superior Court for Benton County.

5.4 Non Waiver. Nothing in this Agreement and no actions taken pursuant to this Agreement shall constitute a waiver or surrender of any rights, remedies, claims or causes of action a Party may have against the other Party or others under any provision of this Agreement or any provision of law.

5.5 Agreement Term. The term of Agreement shall commence on its execution by both Parties and end December 31, 2020 ("Agreement Term").

5.6 Inspection of Records and Filing. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection by the Parties during the term of this Agreement and for three years after its termination. This Agreement shall be filed or listed pursuant to RCW 39.34.040.

5.7 No Separate Legal Entity. It is not the intention that a separate legal entity, with the exception of the PDA noted above, be established to conduct the cooperative undertaking nor is the joint acquisition, holding or disposing of real or personal property anticipated.

5.8 Severability. In the event any term or condition of this Agreement or application thereof to any person, entity or circumstance is held invalid, such invalidity shall not affect any other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

5.9 Defense and Indemnity. Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs or expense (including attorneys' fees and witness costs) arising from or in connection with or caused by any act, omission, or negligence of such indemnifying party.

5.10 Integration. With the exception of the Interlocal Agreement between the City of Kennewick and the Port of Kennewick for Columbia Gardens - Phase I executed on November 8, 2013, and amended on July 21, 2015, this Agreement supersedes all prior agreements and

understandings (whether written or oral) between the Parties with respect to the subject matter hereof.

5.11 Breach. In the event of a breach of this Agreement, the non-breaching Party shall retain all legal and equitable remedies against the breaching Party.

5.12 Consistency of Land Use Standards. The Parties agree that City land use regulations in effect on the effective date of this Agreement (including those that govern uses, density and intensity of land; and design, improvement and construction standards), aid in the revitalization of the Bridge to Bridge area into a vibrant, waterfront destination. Therefore, at any time within the 48 month period described in Section 3.5.1 of this Agreement, the Port and the College reserve the right to terminate this Agreement if the City enacts new land use regulations, or amends its land use regulations, and the effect of said enactment or amendment would, in the discretion of the Port or the College, negatively impact the revitalizations efforts described in this Agreement. The Party terminating this Agreement shall provide the others with 30 days written notice of its intent to terminate this Agreement.

VI. EXECUTION AND APPROVAL

6.1 Warranty of Authority. Each Party to this Agreement warrants that it has the authority to enter into this Agreement.

6.2 Execution. The person executing for a respective Party has been duly authorized to and does execute the Agreement on behalf of that respective Party.

PORT OF KENNEWICK

Date: _____

By: _____
TIM ARNTZEN, Chief Executive Officer

CITY OF KENNEWICK

Date: _____

By: _____
MARIE E. MOSLEY, City Manager

COLUMBIA BASIN COLLEGE

Date: _____

By: _____
RICHARD CUMMINS, President

421 SITE

PHASE #1 BUILDINGS

WINERY Building #1 North	3,050s/f
BARREL Building #1 South	3,050s/f
WINERY Building #2	3,775s/f
TOTAL PHASE 1	9,875S/F

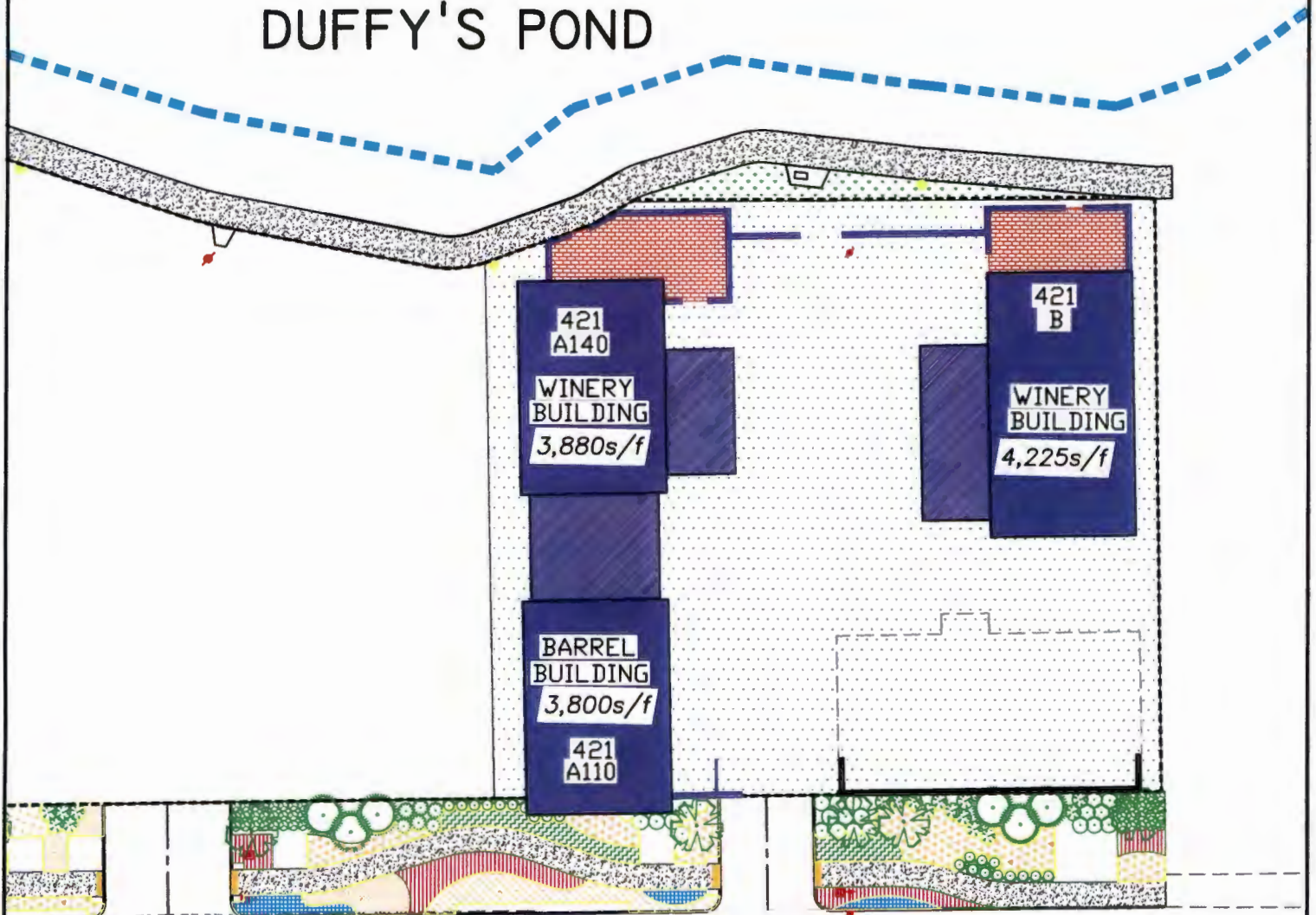
PHASE #2 BUILDING

WINERY Building #3	4,625s/f
TOTAL PHASE 1 & 2	14,500s/F

EXHIBIT "A"



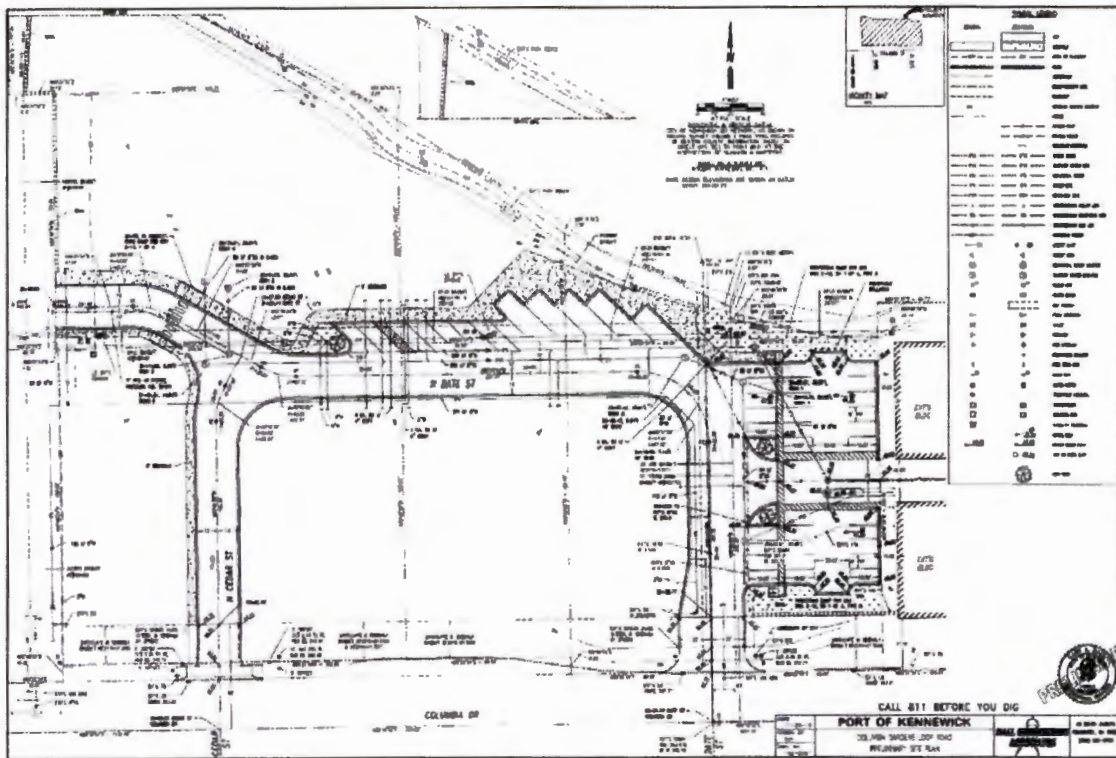
DUFFY'S POND



COLUMBIA DR.

DATE ST.

COLUMBIA GARDENS WINE VILLAGE
PHASE II DEVELOPMENT
COLUMBIA GARDENS/COLUMBIA DRIVE



WILLOWS

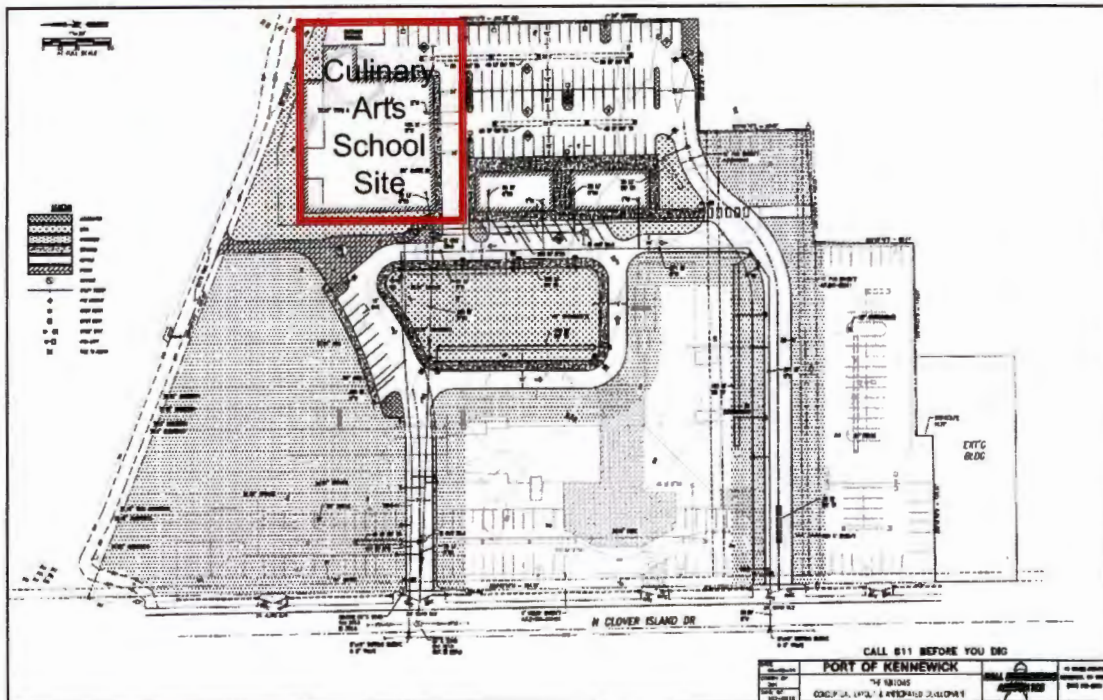
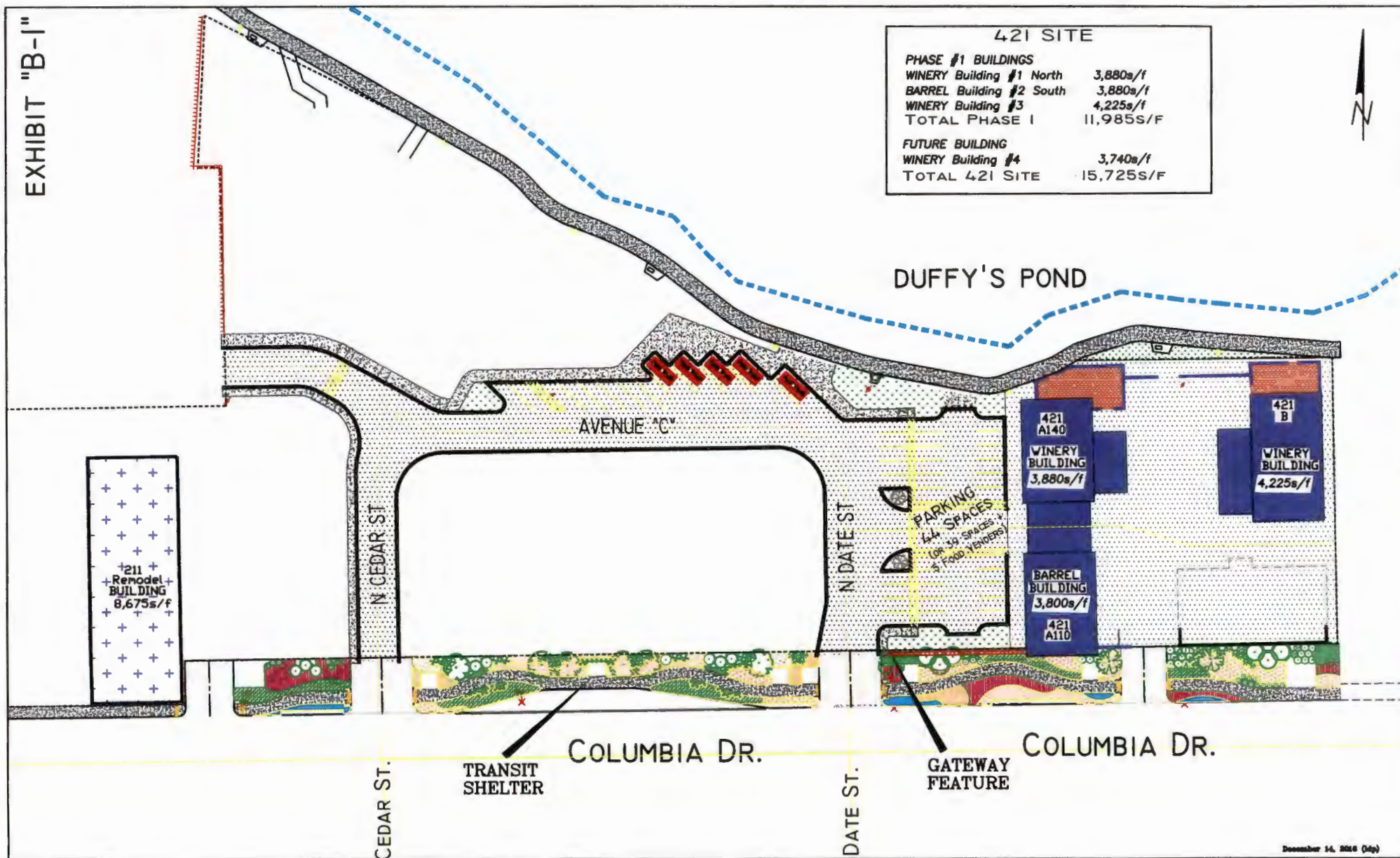


EXHIBIT "B-1"



Council Agenda Coversheet	Agenda Item Number	5.a.	Council Date	01/03/2017	Consent Agenda	☐
	Agenda Item Type	Ordinance			Ordinance/Reso	☒
	Subject	Change of Zone - 5402 W. Hood Ave			Public Mtg / Hrg	☐
	Ordinance/Reso #	5687	Contract #		Other	☐
	Project #	COZ 16-01	Permit #	PLN-2016-03034	Quasi-Judicial	☒
	Department	Planning				

Recommendation

The Planning Commission recommends that City Council concur with the findings and conclusions contained in staff report COZ 16-01 by adopting Ordinance 5687.

Motion for Consideration

I move adoption of Ordinance 5687.

Summary

Harold and Helen Worthington have applied to change the zone of a 2.53 acre parcel from Commercial Office (CO) to Commercial Community (CC). The Comprehensive Plan Land Use designation is Commercial. The CC zone is an implementing zone of the Commercial Comprehensive Plan land use designation, and the request is consistent with the Comprehensive Plan.

The subject parcel is located west of S. Edison Street at 5402 W. Hood Avenue. The site is currently vacant and the owner has requested the change of zone to allow more uses such as mini-storage and increase the likely hood that the site can be developed. Property to the north and south is zoned CC, property to the east is zoned CO, and property to the west is zoned RL. The City's development standards require a 20-foot setback and landscape buffer between commercial zoned property and residential zoned property, so development of the property as Commercial Community (CC) will not have a significantly larger impact on the adjacent residential property than if the zoning remains Commercial Office (CO). Uses allowed in CC zoning that are not allowed in CO zoning include: Bars & Taverns, Brewpubs, Commercial Amusement/Recreation, Equipment Rental, Hardware Stores, Mini-Storage, Nurseries, Vehicle Sales, Veterinary Clinics, and Type A and B Wineries.

The Planning Commission held a public hearing on this item on December 5, 2016. At that meeting staff gave an overview of the staff report. There was no public comment either for or against the proposed change of zone.

Alternatives

None recommended

Fiscal Impact

None

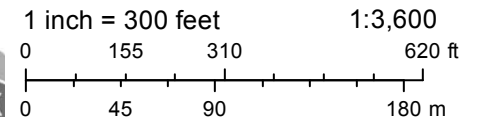
Through	Wes Romine Dec 22, 11:51:44 GMT-0800 2016	Attachments: 
Dept Head Approval	Gregory McCormick Dec 28, 14:31:01 GMT-0800 2016	
City Mgr Approval	Marie Mosley Dec 28, 15:22:03 GMT-0800 2016	
		☐ Recording Required?

Permitting Map



December 22, 2016 This plan is suitable for informational use only. City of Kennewick accepts no liability for any error whatsoever.

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



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

CITY OF KENNEWICK
ORDINANCE NO. 5687

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF
CERTAIN REAL PROPERTY WITHIN THE CITY OF KENNEWICK
LOCATED WEST OF SOUTH EDISON STREET AT 5402 W HOOD AVENUE
FROM COMMERCIAL OFFICE (CO) TO COMMERCIAL COMMUNITY (CC)
(COZ 16-01, WORTHINGTON)

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 Office (CO) to Commercial Community (CC) for the real property described as follows:

Section 33, Township 9, Range 29, the West half of the South 339.5 feet of Tract 40, the Highlands Plat A, according to the plat thereof recorded in Volume 2 of Plats, Page 2, records of Benton County, Washington.

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

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

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 3rd day of January, 2017, and signed in authentication of its passage this 3rd day of January, 2017.

Attest:

STEVE C. YOUNG, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5687 filed and recorded
in the office of the City Clerk of the City of
Kennewick, Washington this 4th day of
January, 2017.

Approved as to form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION_____

Planning Commission Action Summary
COZ No. 16-01 (5402 W. Hood Avenue)

The Kennewick Planning Commission conducted a public hearing on December 5, 2016 at Kennewick City Hall. 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 Moore moved that the Planning Commission concur with the findings and conclusions in the staff report COZ No. 16-01 and recommend to City Council approval of the request.

Findings of Fact

1. The applicant and property owner is Harold and Helen Worthington (30330 80th Avenue NW, Stanwood, WA 98292).
2. The proposed change of zone is for parcel number 1-3399-302-0040-001 (5402 W. Hood Avenue).
3. The request is to change the zoning from Commercial Office (CO) to Commercial Community (CC).
4. The City's Comprehensive Plan Land Use Designation for the subject property is Commercial.
5. The Commercial Community (CC) zoning district is an implementing zone of the Commercial Comprehensive Plan Land Use Map designation.
6. The Property Posting sign for the public hearing was posted on site November 12, 2016.
7. The application was submitted on October 6, 2016 and declared complete for processing.
8. The application was routed for review to City Departments and outside agencies for comment on October 12, 2016.
9. Access to the site is currently provided from W. Hood Avenue.
10. An Environmental Determination of Non-Significance (ED 16-28) was issued on November 3, 2016 for this application. The appeal period for the determination ended on November 18, 2016. No appeals were filed.
11. Notice of the public hearing for this application was published in the Tri-City Herald on November 20, 2016. Notices were also mailed to property owners within 300 feet of the site on November 18, 2016.
12. The proposed amendment conforms with the comprehensive plan; and
13. Promotes the public necessity, convenience and general welfare; and
14. 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
15. 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 change the zoning for the subject parcel(s) from Commercial Office (CO) to Commercial Community (CC).
2. Approval will implement Commercial Goal 2, and Commercial Policy 2 of the City of Kennewick Comprehensive Plan.
3. Approval will result in the public necessity, convenience or general welfare.
4. Approval will not result in any adverse environmental impacts.

The motion for COZ No. 16-01 was seconded by Chairman Morris. The motion passed unanimously with Commissioners Moore, Morris, Rettig, Stolle, and Chair Pacheco in favor. Commissioner Hawley was absent.

**KENNEWICK PLANNING COMMISSION
DECEMBER 5, 2016
MEETING MINUTES**

CALL TO ORDER

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

Recorder Melinda Didier called the roll and found the following:

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

Excused: Commissioner Fraser Hawley

Unexcused: None

Commissioner Moore led the Pledge of Allegiance.

Staff Present: Greg McCormick, AICP Community Planning Director, Anthony Muai, AICP Planner, Wes Romine, Development Services Manager, Steve Donovan, Planner, and Melinda Didier, Community Planning Administrative Assistant/Recorder.

CONSENT AGENDA

- a. Approval of Minutes dated November 7, 2016
- b. Approval of Amended Agenda
- c. Motion to enter Staff Reports into the Record

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

PUBLIC HEARINGS

Chairman Pacheco opened the public hearing at 6:33 p.m. for Change of Zone #16-01, which proposes to change approximately 2.53 acres of land from Commercial, Office (CO) to Commercial, Community (CC). The property is located at 5402 W. Hood Avenue, west of Edison Street.

Mr. Romine gave a brief overview of the staff report.

Questions for staff:

The Planning Commissioners had questions about the radius from schools for businesses serving alcohol; land use administrative permits if the type of business changes.

Testimony of Applicant or Applicant's Representative

None

Testimony in favor:

None

Testimony neutral or against:

None

Staff final comments:

None

Public testimony for COZ #16-01 closed at 6:38 p.m.

Chairman Pacheco asked for a motion.

Commissioner Moore moved to concur with the findings and conclusions in staff report COZ 16-01 and forward a recommendation to City Council of APPROVAL of the request. Vice-Chairman Morris seconded the motion.

Discussion:

None

The motion passed unanimously.

Chairman Pacheco opened the public hearing at 6:40 p.m. for Zoning Ordinance Amendment (ZOA) #16-06, which proposes to amend Section 17.20.010(2)(f) of the Kennewick Municipal Code (KMC) by adding a fourth condition that will allow temporary dead end streets in excess of 600 feet to be permitted in phased developments.

Mr. Donovan gave a brief overview of the staff report.

Questions for staff:

The Planning Commissioners had questions about Exhibit 4, the new version of the code; the public obtaining a permit to make the change; specific for Southridge Area or citywide; required access points; duration of "temporary"; Southridge Area in particular.

Testimony of Applicant or Applicant's representative

None

Testimony in favor:

Jason Mattox, Environmental Engineer
HDJ – Division of PBS
6115 Burden Blvd. Ste. E
Pasco, WA 99301

Researched several Washington communities, this practice is quite common; there are advantages to obtaining permanent access; preliminary plats show where second access is located; intent is temporary until final plat.

Testimony neutral or against:

None

Staff final comments:

None

Public testimony for ZOA #16-06 closed at 6:59 p.m.

Chairman Pacheco asked for a motion.

Vice-Chairman Morris moved to concur with the findings and conclusions in staff report ZOA 16-06 and forward a recommendation to City Council of APPROVAL of the request. Commissioner Rettig seconded the motion.

Discussion:

None

The motion passed unanimously.

REPORTS, COMMENTS, OR DISCUSSION OF COMMISSIONERS AND STAFF:

- a. Comprehensive Plan 2017 Update Study Session – Transportation Element (Mr. Muai Power Point presentation).
- b. Comprehensive Plan 2017 Proposed Work Plan – Mr. McCormick presented a spreadsheet of the proposed work plan and asked for Commissioner in-put for special meeting dates due to two meetings in January and one in February cancelled for holidays. Vice-Chairman Morris will be out of town January 23rd.

VISITORS NOT ON AGENDA:

OLD BUSINESS:

NEW BUSINESS:

ADJOURNMENT:

The meeting was adjourned at 7:25 p.m.

City Council

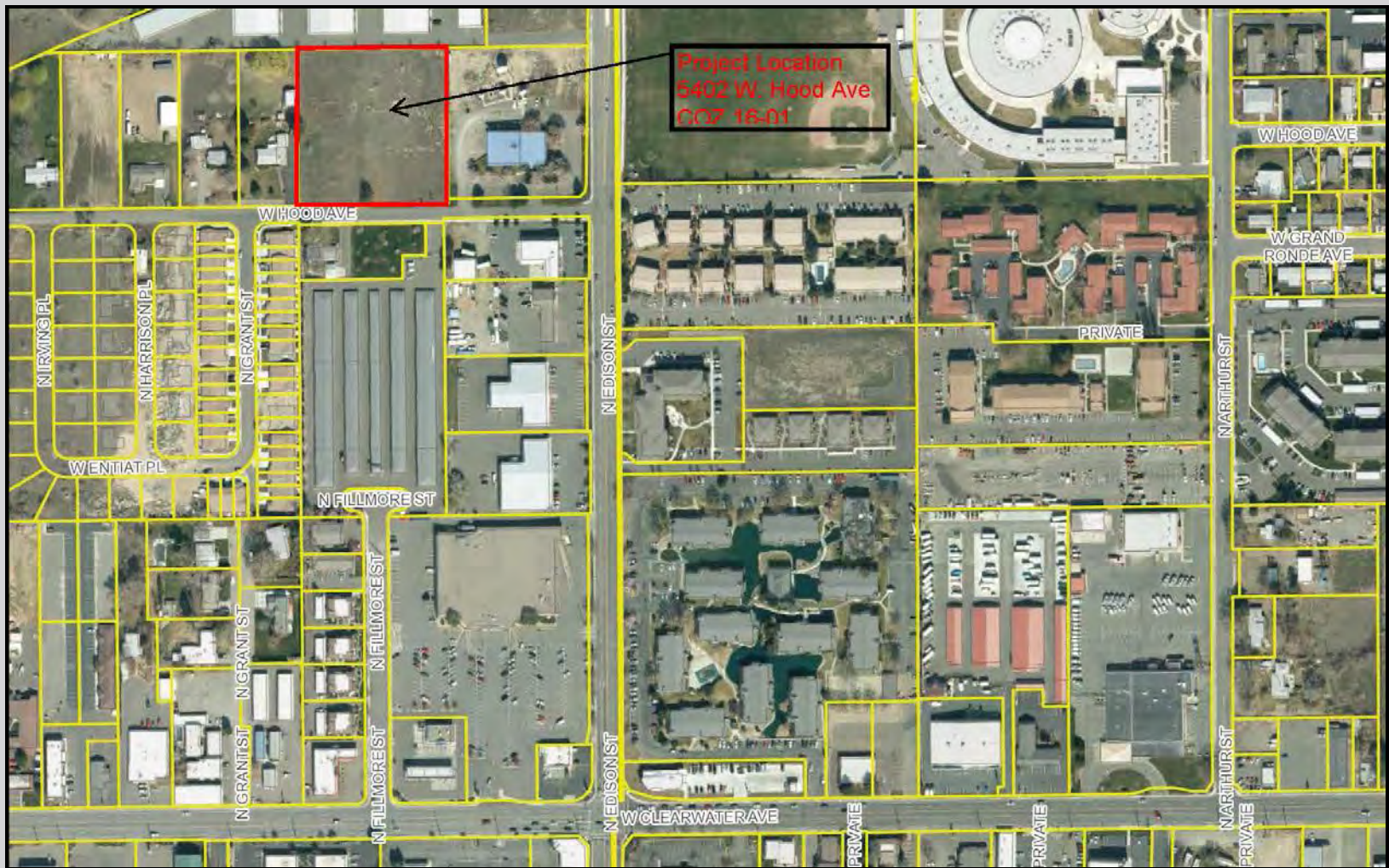
COZ 16-01
5402 W. Hood Avenue

January 3, 2017

Project Summary

- ▣ Applicant & Owner: Harold & Helen Worthington
- ▣ Proposal: Change of Zone from Commercial Office(CO) to Commercial Community(CC).
- ▣ 2.53 acres in size.
- ▣ Location: West of S. Edison Street at 5402 W. Hood Avenue.
- ▣ Comprehensive Plan Designation: Commercial
- ▣ A change to CC would allow more uses, including Mini-storage.

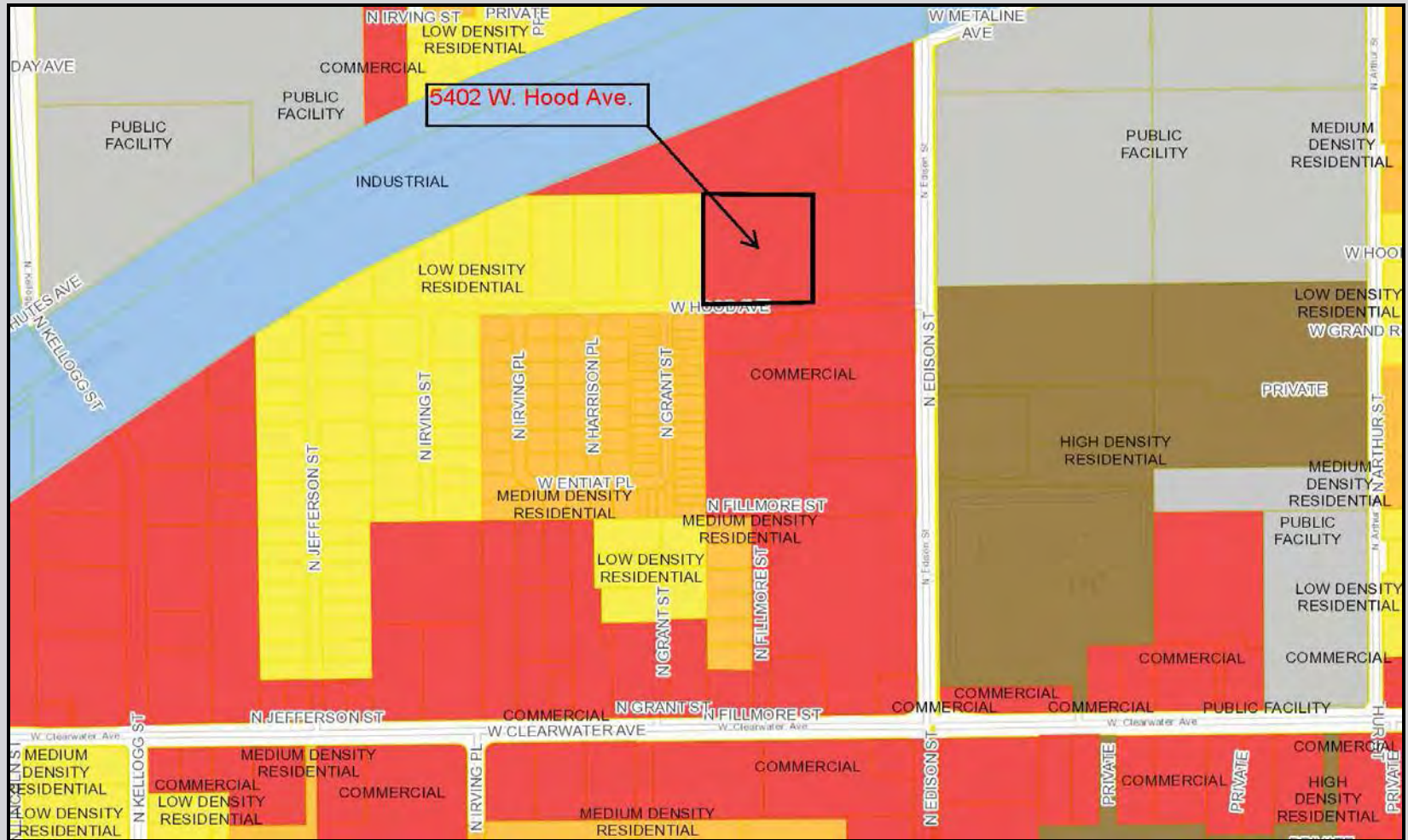
Vicinity Map



Zoning Map



Comp. Plan Land Use Map



Site Photo



Development Standards

- ▣ CO is less intense zoning that allows professional & business offices.
- ▣ CO serves as a transition between more intensive commercial areas and residential.
- ▣ CC zoning is more intense and allows uses such as Bars, Brewpubs, Wineries, Vehicle Sales, Clinics, and Mini-Storage.
- ▣ CC Zoning is relatively low impact and will also act as a transition between the residential to the south and CG zoned property to the north.

Comprehensive Plan

- ▣ Comprehensive Plan Land Use designation is Commercial.
- ▣ Both CO & CC zoning is consistent with the City's Comprehensive Plan.
- ▣ Both CO & CC can be implemented in the Commercial Land Use Category.

Comments Received

- ▣ No comments were received from City Departments or adjacent property owners.

Recommendation

That Planning Commission recommended that City Council approve COZ 16-01.



**ECONOMIC DEVELOPMENT AND
COMMUNITY PLANNING DEPARTMENT**

**STAFF REPORT AND RECOMMENDATION TO
THE PLANNING COMMISSION**

FILE No: COZ 16-01/PLN-2016-03034

Staff Report Date: November 28, 2016

Public Hearing Meeting Date and Location:

December 5, 2016, Kennewick City Hall

Report Prepared By: Wes Romine
Development Services Manager

Report Reviewed By: Gregory McCormick, AICP
Planning Director

Summary Recommendation: The City of Kennewick Planning Staff RECOMMENDS that Change of Zone 16-01 be APPROVED.

Summary of Proposal: A Change of Zone from Commercial Office (CO) to Commercial Community (CC) for one parcel of land 2.53 acres in size.

Proposal Location: The north side of W. Hood Avenue west of S. Edison Street at 5402 W. Hood Avenue.

Legal Description:

The West half of the South 339.5 feet of Tract 40, the Highlands Plat A, according to the plat thereof recorded in Volume 2 of Plats, Page 2, records of Benton County, Washington.

Containing 2.53 acres
Parcel No. 1-3399-302-0040-001

Property Owner: Harold and Helen Worthington
30330 80th Avenue N.W.
Stanwood, WA 98292

Applicant: Same as Property Owner

Engineer: NA

Approval Criteria:

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 6, 2016
Determination of Completeness Issued	October 6, 2016
Notice of Application Mailed	October 12, 2016
Property Posting Sign for Notice of Application	October 13, 2016
SEPA Threshold Determination Issued	November 3, 2016
Property Posting Sign for SEPA Determination	November 4, 2016
Date of Mailed Notice of Public Hearing	November 18, 2016
Property Posting Sign for Public Hearing	November 16, 2016
Date of Published Notice of Public Hearing	November 20, 2016
SEPA Appeal Period Ends	November 18, 2016
Planning Commission Public Hearing	December 5, 2016
City Council Decision Date	December 20, 2016

Exhibits:

- 1 Staff Report
- 2 Application/Supplemental Information
- 3 Notice of Application/Mailing List
- 4 Vicinity Map
- 5 Change of Zone Map
- 6 SEPA Determination
- 7 KID Comments

Staff Analysis of Proposal & Discussion:

The proposed Change of Zone (COZ 16-01) is a request to change the zone of one parcel of land, approximately 2.53 acres in size, from Commercial Office (CO) to Commercial Community (CC). The subject parcel is located at 5402 W. Hood Avenue, west of S. Edison Street. The applicant has requested the change of zone to allow mini-storage to be located on the property, however if the change of zone is approved any permitted use in the CC zoning district would be allowed.

Although Commercial Community (CC) zoning allows more uses than Commercial Office (CO), CC zoning is a fairly low impact commercial zone. Some of the uses that are allowed in CC zoning that are not allowed in CO zoning include: Bars & Taverns, Brewpubs, Commercial Amusement/Recreation, Equipment Rental, Hardware Stores, Mini-Storage, Nurseries, Vehicle Sales, Veterinary Clinics, and Type A & B Wineries.

The Comprehensive Plan Land Use Designation for the subject property is Commercial. Both Commercial Office (CO) and Commercial Community (CC) are zoning designations that can be implemented in the Comprehensive Plan Commercial Land Use designation. A change of zone to CC would be consistent with the City's Comprehensive Plan.

Per KMC 18.03.040 (10 & 12), the purpose of CO and CC zoning districts are as follows:

CO – “The purpose of the CO district is to provide areas for professional and business offices, medical clinics, and research laboratories. The district is primarily intended for non-retail sale commercial uses and restricted retail sale uses in compatible areas as transitions between more intensive uses and other commercial districts and residential districts.

CC – “The purpose of the CC district is to stabilize, improve and protect commercial areas, and to provide for orderly growth in new commercial areas in accord with the Comprehensive Plan. CC districts are intended for a wide range of uses to serve the community area which they are appurtenant.”

Staff Comment: The existing parcel zoned CO is located on W. Hood Avenue which is a residential street. It is over 300 feet from N. Edison Street which is an arterial street with commercial uses. Because of the location it has been difficult for the owner to find a business to locate on the property. The change of zone to CC will allow more uses on the property and match the CC zoning across W. Hood Avenue where mini-storage is located. Commercial Community (CC) and Commercial Office (CO) zoning are relatively low intense commercial zones. The property directly to the west is zoned Residential Low Density (RL), however city codes require a 20-foot setback and landscape buffering where commercial property is adjacent to residential property. Adjacent property to the east is zoned CO and property to the south, across W. Hood Avenue is zoned CC.

By approving this change of zone all the findings can be made that are required to approve a change of zone that are listed in KMC 18.51.070 (2):

- (a) The proposed amendment conforms with the comprehensive plan; and
- (b) Promotes the public necessity, convenience and general welfare; and
- (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
- (d) The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan

The above required findings to approve a change of zone have been listed below under the staff recommended findings.

Surrounding Zoning:

- North: All property to the north is zoned Commercial Community (CC) and is occupied with storage units.
- East: Directly to the east the property is zoned Commercial Office (CO).
- South: Directly to the south and across W. Hood Avenue is property zoned Commercial Community (CC) and occupied by storage units.
- West: Directly to the west is property zoned Residential Low Density (RL) and occupied by a single-family home.

Applicable Goals and Policies of the Comprehensive Plan:

Commercial Goal 2: *Sustain and enhance viable commercial areas.*

Staff Comment: The site has been vacant and has never been built on. The change to CC will allow more uses and at the same time be developed with uses that do not have a higher impact on the neighborhood than if it were developed with CO uses.

Commercial Policy 2: *Provided commercial areas sized and scaled appropriately for the neighborhood or community.*

Staff Comment: Although the CC zoning district allows more uses than CO, the CC zoning district is a fairly low impact commercial zoning that will not significantly have more impact than if the zoning remains CO.

Land Use Implementation by Zoning: Per the land use zoning implementation table on page 5 of the City's Comprehensive Plan, both Commercial Office (CO) and Commercial Community (CC) zoning can be implemented in the Commercial Land Use category.

Findings:

1. The applicant and property owner is Harold and Helen Worthington (30330 80th Avenue NW, Stanwood, WA 98292).
2. The proposed change of zone is for parcel number 1-3399-302-0040-001 (5402 W. Hood Avenue).
3. The request is to change the zoning from Commercial Office (CO) to Commercial Community (CC).
4. The City's Comprehensive Plan Land Use Designation for the subject property is Commercial.
5. The Commercial Community (CC) zoning district is an implementing zone of the Commercial Comprehensive Plan Land Use Map designation.
6. The Property Posting sign for the public hearing was posted on site November 12, 2016.
7. The application was submitted on October 6, 2016 and declared complete for processing.
8. The application was routed for review to City Departments and outside agencies for comment on October 12, 2016.
9. Access to the site is currently provided from W. Hood Avenue.
10. An Environmental Determination of Non-Significance (ED 16-28) was issued on November 3, 2016 for this application. The appeal period for the determination ended on November 18, 2016. No appeals were filed.

EXHIBIT 1

11. Notice of the public hearing for this application was published in the Tri-City Herald on November 20, 2016. Notices were also mailed to property owners within 300 feet of the site on November 18, 2016.
12. The proposed amendment conforms with the comprehensive plan; and
13. Promotes the public necessity, convenience and general welfare; and
14. 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
15. 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 change the zoning for the subject parcel from Commercial Office (CO) to Commercial Community (CC).
2. Approval will implement Commercial Goal 2, and Commercial Policy 2 of the City of Kennewick Comprehensive Plan.
3. Approval will result in the public necessity, convenience or general welfare.
4. Approval will not result in any adverse environmental impacts.

Recommendation:

Staff has reviewed the application and recommends that the Planning Commission concur with the findings and conclusions contained in staff report COZ 16-01 and recommend approval to City Council.

Motion:

I move that the Planning Commission concur with the findings and conclusions in staff report COZ 16-01 and recommend to City Council approval of the request.

Report Prepared By and Contact Person:

Wes Romine

Development Services Manager

wes.romine@ci.kennewick.wa.us

509-585-4558

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

PROJECT # COZ 16 - 01 PLN- 2016 - 03034 FEE \$ 1000.00 250.00

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

PAID 1250.00
OCT 06 2016
CITY OF KENNEWICK

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

Applicant: Harold J. Worthington & Helen M Worthington CONTACT: NATE BIEHL

Address: 30330 80th Ave NW, Stanwood, WA 98292-5807

Telephone: 360-629-3473 Cell Phone: 509-539-0333 Fax: 509-619-7112 E-mail natebiehl@remax.net

Property Owner (if other than applicant): Harold J and Helen M Worthington

Address: 30330 80th Ave NW, Stanwood, WA 98292-5807

Telephone: 360-629-3473 Cell Phone: 509-539-0333 E-mail natebiehl@remax.net

SITE INFORMATION

Parcel No. 133993020040001 Acres 2.53 Zoning: CO

Address of property: 5402 or 5420 W Hood Ave, Kennewick, WA 99336 - discrepancy in records between county and postal service

Number of Existing Parking Spaces 0 Number of Proposed (New) Parking Spaces 0

Present use of property Vacant Lot

Size of existing structure: 0.0 sq. ft. Size of Proposed addition/New structure: 0.0 sq. ft.

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

Benton County Assessor Market Improvement Value: \$269,090.00 - Vacant Land

Description of Project: Reclassifying zoning from Commercial Office (CO) to Commercial Community (CC)

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: 9-29-2016

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: Yes. The current zoning of commercial office is not a publicly desired use of the property nor in keeping with existing neighbors (storage units, townhomes. After over 5 years listed actively for sale on the real estate market inquiries have only been for storage unit facilities, assisted living homes, townhomes and residential homes.
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: Not that we are aware of.
3. Is the proposed amendment consistent with the existing land use pattern in the area? Please explain: Yes. Storage units are immediately to the north of the property. Assisted living senior apartments are across Edison - less than half a mile away. Directly across street to S. are more storage units and town homes.
4. Are the existing uses, in the area, in conformance with the area's zoning classification? If no, please explain the differences: They are to the best of our knowledge.
5. Will the proposed amendment create an isolated district, or introduce a more intense land use to the area? Please explain: No. Similar uses are across the street and on the adjacent north property line.
6. Does the existing zoning prohibit reasonable use of the property? Please explain: Yes. It is currently zoned for commercial office. It is too far of a sub-arterial (Edison) to have value as office space. The uses inquired for have all been Commercial Community or Lt Industrial.
7. Will any residential character, in the immediate area, be adversely affected by the proposed amendment? If yes or maybe, please explain: No.
8. Will property values in the vicinity be changed by the proposed amendment? If yes or maybe, please explain: Yes. To date the property is a large 2.5 ac + weed patch that is mowed twice a year to keep it out of violation and to avoid repeated neighbor complaints on weed control. The vacant lot offers no increase value to neighboring properties. A completely commercial project would increase neighbor values due to being a finished and completed project.

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: _____
 No. This lot is one of the last vacant lots in this area. Across the street was filled in with a group of town homes. The properties surrounding this property are all developed and not vacant properties
10. Will the proposed amendment encourage more private investments which will be beneficial to the redevelopment of a deteriorated area? Please explain: _____
 Yes. In that it will provide for the conversion of a vacant lot full of mowed weeds to a clean finished commercial project that has commercial viability.
11. Will the proposed amendment combat any economic segregation and allow greater choice in the market? Please explain: _____
 Yes. It will allow for greater and more diverse use of the property than the current zoning permits.
12. Will the proposed amendment create conflict between potential land uses and transportation patterns? Or safety concerns? Please explain: _____
 No. The road immediately links to the Edison sub-arterial and the zoning reclassification will not put it into a higher traffic count situation.

Summary of City forms required:

Application – General Form
 Change of Zone Supplemental Information
 Environmental and Salmonids Checklist (SEPA)



NOTIFICATION OF MAILING

I, Melinda Didier, on 4/18/16, 2016
Mailed 38 copies of NOPH
for COZ 16-01
to owner, applicant & prop. owners w/in 300'
as shown on the attached list.

Melinda Didier
Signature

COZ 16-01
PLN-2016-03034
5402 W HOOD AVE
CO TO CC
HAROLD & HELEN WORTHINGT

CITY OF KENNEWICK PLANNING COMMISSION

NOTICE OF PUBLIC HEARING

December 5, 2016 - 6:30 p.m.

The City of Kennewick Planning Commission will hold a Public Hearing on Monday, December 5, 2016, at City Hall Council Chambers, 210 West 6th Avenue, at 6:30 p.m. or as soon as possible thereafter, to receive public comment on a proposed change of zoning. Staff will be presenting their analysis and the Planning Commission will make a recommendation to the City Council on the item.

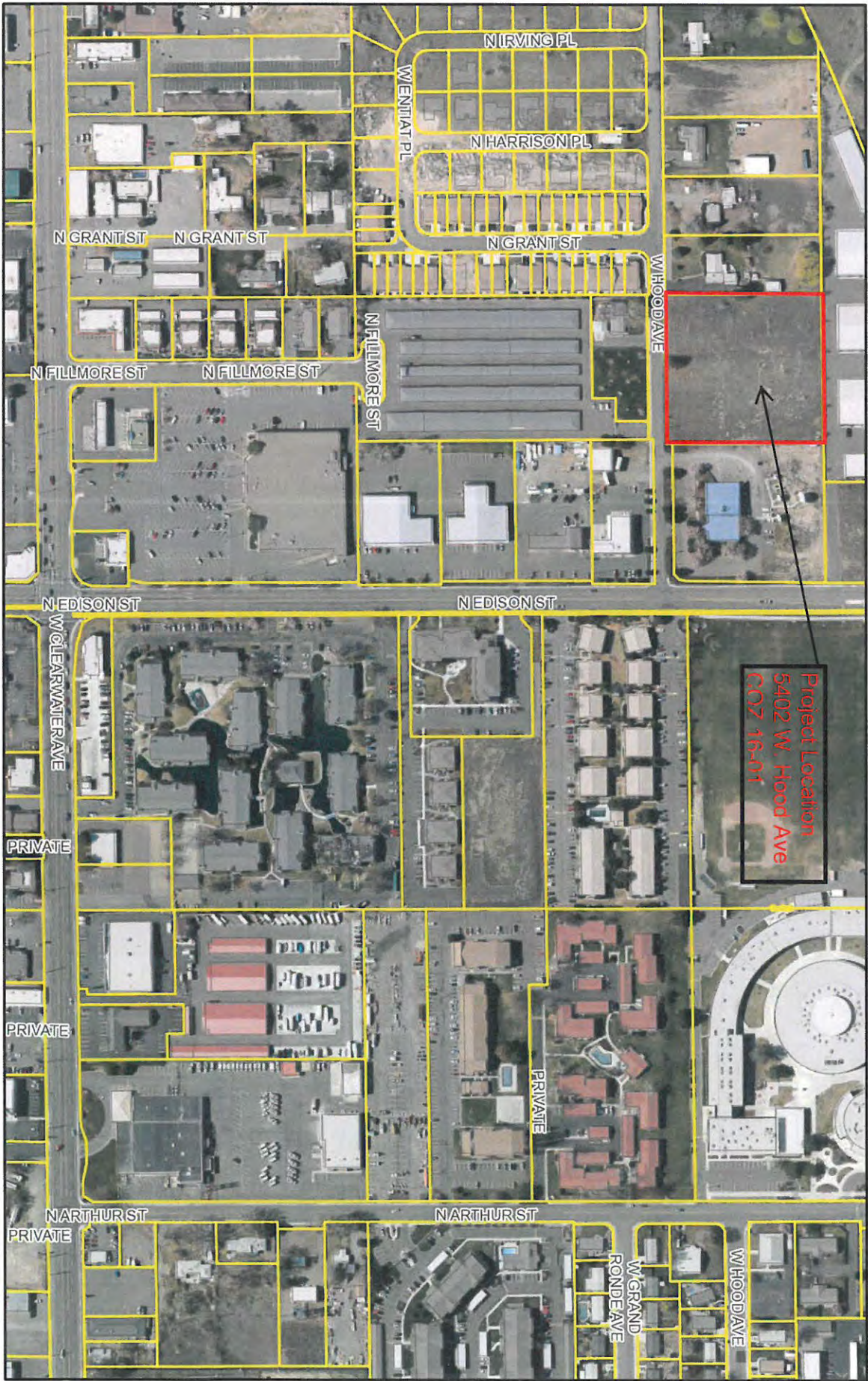
Project# COZ 16-01 – Proposes to change approximately 2.53 acres of land from Commercial Office (CO) to Commercial Community (CC), located at 5402 W. Hood Avenue, west of S. Edison Street.

Written comments may be addressed to Wes Romine and submitted to wes.romine@ci.kennewick.wa.us or mailed to PO Box 6108, Kennewick, WA 99336 no later than 4:30 p.m., November 21, 2016 to be included in the staff report. Comments after November 21, 2016 can be submitted at the Public Hearing on December 5, 2016. For questions, please call Wes Romine at (509) 585-4558.

The City of Kennewick welcomes full participation in public meeting by all citizens. No qualified individual with a disability shall be excluded or denied the benefit of participating in such meetings. If you wish to use auxiliary aids or require assistance to comment at this public meeting, please contact Wes Romine at (509) 585-4558 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.

PUBLISH: 11-20-2016

Permitting Map



October 11, 2016 This plan is suitable for informational use only. City of Kennebec accepts no liability for any error whatsoever.

StreetName

SurveyAddressPoint

call other values>

Apartment

Building

Condo

Mobile Home

SurveyCityLimits

SV_CL_KENNEBICK_10

SV_CL_RICHLAND_10

SV_CL_COUNTY_1



0 155 310 620 ft

0 45 90 180 m

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

ArcGIS WebApp Builder

City of Kennebec

EXHIBIT 3

COZ 16-01
PLN-2016-03034
5402 W HOOD AVE
CO TO CC
HAROLD & HELEN WORTHINGTON

37
DWIGHT & JANICE MARQUART
10403 W COURT ST
PASCO, WA 99301

37
DOUBLE-L LLC
137275 E CHRISTENSON RD
KENNEWICK, WA 99336

37I
MARCO AVILA ZUNIGA
1417 W 3RD AVE
KENNEWICK, WA 99336

37
DANNY & KIM MORRIS
156 BRADLEY BLVD
RICHLAND, WA 99352

37
GT KENNEWICK LLC
1950 W BELLERIVE LN #107
COEUR D ALENE, ID 83814

37
PETER & VIRGINIA WEBER
2133 VALLEY VIEW BLVD
EAST WENATCHE, WA 98802

37
DEXTER & Nanci MORLAN
BROWN
256 ORCHARD WAY
RICHLAND, WA 99352

37
GEORGIE EMERON COSTLEY
2605 PRESTWICK DR
RICHLAND, WA 99354

37
JIMMIE RAY & BOBBIE MEFFORD
2903 W 43RD CT
KENNEWICK, WA 99337

37
HJ & HELEN WORTHINGTON
30330 80TH AVE NW
STANWOOD, WA 98292

37
LAVERNE & DOROTHY MARKIN
308 S KELLOGG ST
KENNEWICK, WA 99336

37
DUANE & GAYLA SNYDER
4110 S MORAIN PL
KENNEWICK, WA 99337

37
APPLE VALLEY BROADCASTING
500 W BOONE AVE
SPOKANE, WA 99201

37
JAMES SMITH
5308 DUNDAS LN
PASCO, WA 99301

37
ONE TWO ONE TWO LLC
539 N EDISON ST #B
KENNEWICK, WA 99336

37
LUTHER & IDA CAVENDER
5512 W HOOD AVE
KENNEWICK, WA 99336

37
SANDRA JANINE HEINBERG
5516 W HOOD AVE
KENNEWICK, WA 99336

37
KATHLEEN KELLEY
555 N GRANT ST
KENNEWICK, WA 99336

37
KAY TRAINER
559 N GRANT ST
KENNEWICK, WA 99336

37
DARLEEN EVANS
563 N GRANT ST
KENNEWICK, WA 99336

37
RICHARD FREDERICK & J KNAPP
TRUSTEES
566 N GRANT ST
KENNEWICK, WA 99336

37
MARIA PAGET
567 N GRANT ST
KENNEWICK, WA 99336

37
MICHAEL MCKEVER
570 N GRANT ST
KENNEWICK, WA 99336

37
ISABELLA INMAN
571 N GRANT ST
KENNEWICK, WA 99336

37
BRIAN WRIGHT
574 N GRANT ST
KENNEWICK, WA 99336

37
DAVID & CRYSTAL ALEXANDER
575 N GRANT ST
KENNEWICK, WA 99336

37
ROSE MARIE STEVENS
579 N GRANT ST
KENNEWICK, WA 99336

37
ROBERT & JANICE THOMAS
580 N HARRISON PL
KENNEWICK, WA 99336

37
MARILYN KRUEGER
583 N GRANT ST
KENNEWICK, WA 99336

EXHIBIT 3

37
LEONARD WELLS
5834 JUNE BERRY DR
WEST RICHLAND, WA 99353

37
TYLER FAIRCHILD
588 N HARRISON PL
KENNEWICK, WA 99336

37
CAMILLE GROSS
590 N GRANT ST
KENNEWICK, WA 99336

37
MARVIN & JANICE NELSON
8216 ORCAS DR
KENNEWICK, WA 99336

37
ELEAZAR FRAIJO
911 N VOLLAND ST
KENNEWICK, WA 99336

37
STEVEN HORST
PO BOX 2772
PASCO, WA 99301

37
CARMEN PRYOR
PO BOX 371
BENTON CITY, WA 99320

37
CRAIG & AMRILEE EERKES
PO BOX 6980
KENNEWICK, WA 99336

37
BNSF RAILWAY COMPANY
PO BOX 961089
FORT WORTH, TX 76161



AFFIDAVIT OF PROPERTY POSTING

The **project notification sign**

sign was posted on **October 13, 2016** (date) at this location:

5402 W. Hood Avenue, adjacent to **Hood** (street)
as depicted in the attached picture(s).

Type of application **Change of Zone from CO to CC**

Proposal _____

Applicant name **Harold and Helen Worthington**

Signature  Phone # 509-585-4558

Date **October 13, 2016**

State of Washington
County of Benton

I certify that I know or have satisfactory evidence that _____

_____ signed this instrument and acknowledge it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Notary Public in and for the State of Washington

Residing at _____

My appointment expires _____





AFFIDAVIT OF PROPERTY POSTING

The **Environmental Determination notification sign**

sign was posted on **November 4, 2016** (date) at this location:

5402 W. Hood Avenue, adjacent to **Hood** (street)
as depicted in the attached picture(s).

Type of application **Change of Zone from CO to CC**

Proposal _____

Applicant name **Harold and Helen Worthington**

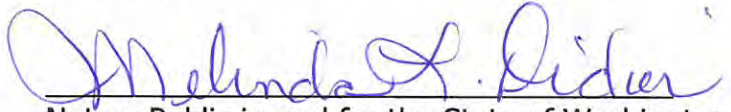
Signature  Phone # 509-585-4558

Date **November 4, 2016**

State of Washington
County of Benton

I certify that I know or have satisfactory evidence that _____

Wes Romine
signed this instrument and acknowledge it to be their free and voluntary act for the
uses and purposes mentioned in the instrument.


Notary Public in and for the State of Washington

Residing at E. Topia

My appointment expires 4-29-18





AFFIDAVIT OF PROPERTY POSTING

The **Public Hearing**

sign was posted on **November 12, 2016** (date) at this location:

5402 W. Hood Avenue, adjacent to **Hood Avenue** (street)
as depicted in the attached picture(s).

Type of application **Change of Zone from CO to CC**

Proposal _____

Applicant name **Harold and Helen Worthington**

Signature *[Signature]* Phone # 509-585-4558

Date **November 12, 2016**

State of Washington
County of Benton

I certify that I know or have satisfactory evidence that _____

Wes Romine
signed this instrument and acknowledge it to be their free and voluntary act for the
uses and purposes mentioned in the instrument.

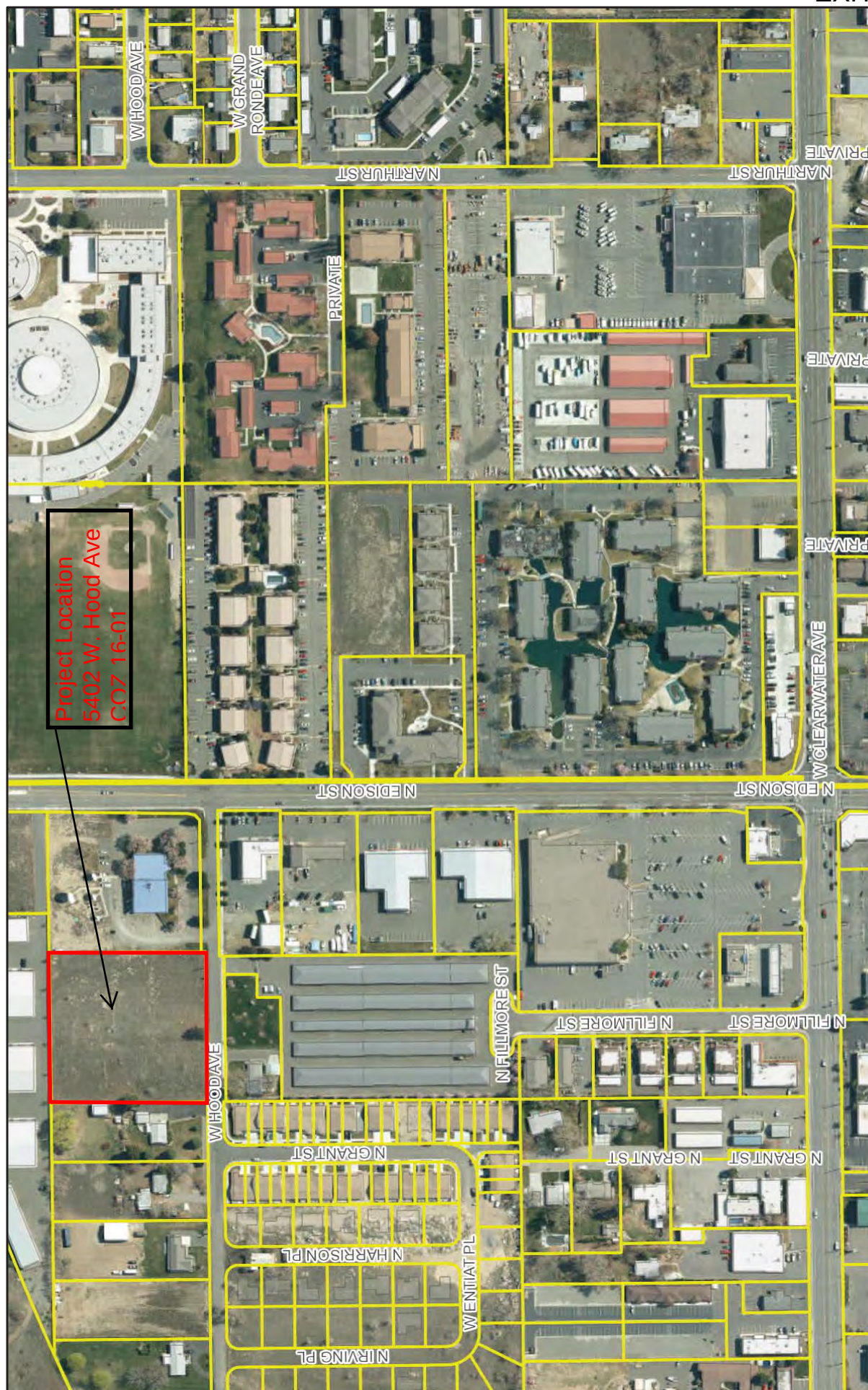
Melinda L. Didier
Notary Public in and for the State of Washington

Residing at *Ethiopia*

My appointment expires *4-29-18*



Permitting Map



Project Location
5402 W. Hood Ave
CO7 16-01

October 11, 2016

StreetName

SurveyAddressPoint

 <all other values>

Apartment

 Building

Condo

 Mobile I

Parcel

SurveyCityLimits

SV_CI_KENNEWICK_10

SV_CI_RICHLAND_10

SV CI COUNTY 1

1



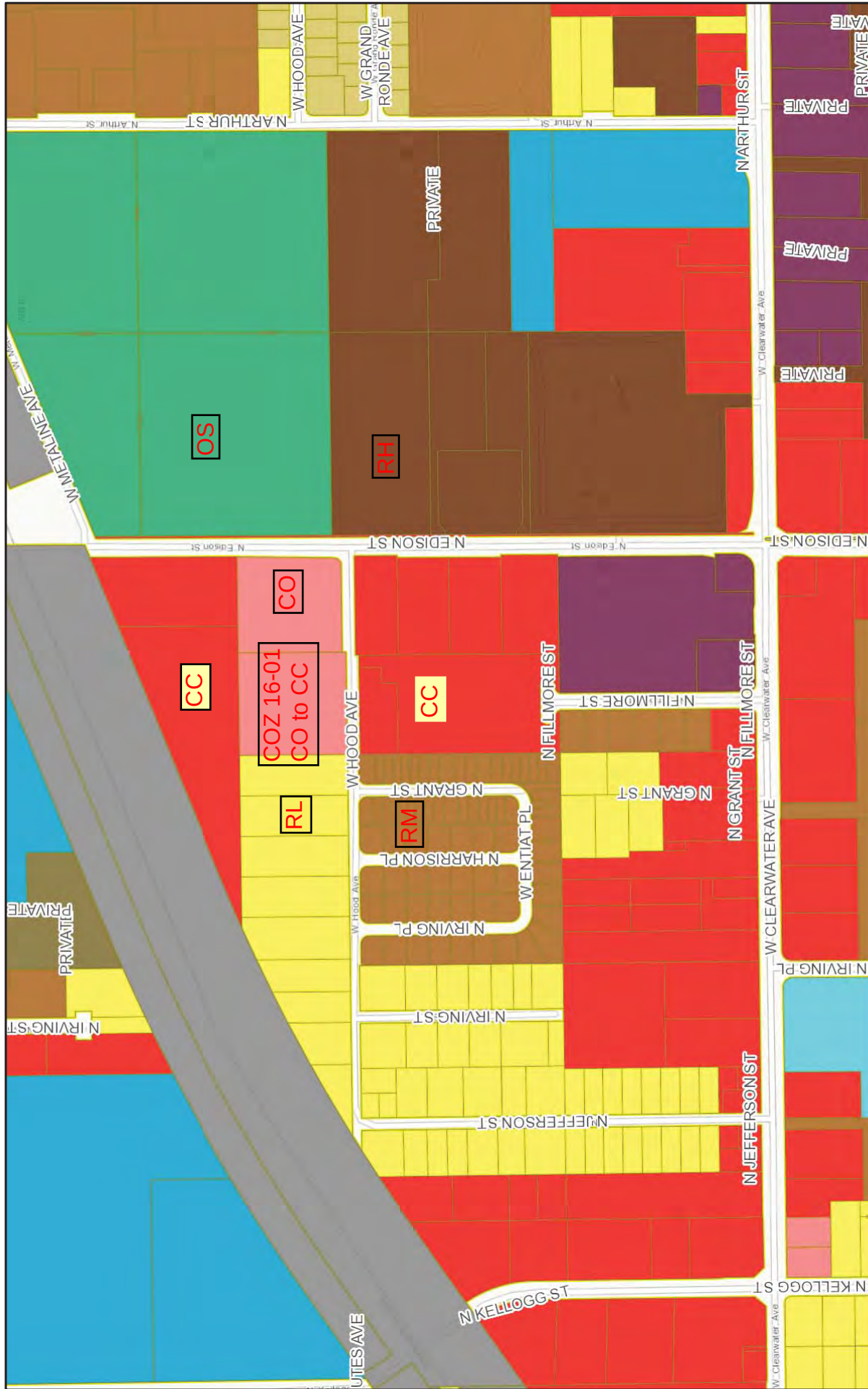
1 inch = 300 feet
1:3,600

0	155	310	620
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Sources: Esri, HERE, DeLorme, Intermap, increment P Corp.,

ArcGIS WebApp Builder
City of Kennewick

Permitting Map



October 12, 2016 This plan is suitable for informational use only. City of Kennewick accepts no liability for any error whatsoever.

- StreetName
- SurveyCityLimits**
- SV_CI_RICHLAND_10
 - SV_CI_COUNTY_10
 - SV_CI_KENNEWICK_10
 - SurveyUrbanGrowthBoundary



1 inch = 440 feet
1:5,280

0 225 450 900 ft
0 65 130 260 m

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

ArcGIS WebApp Builder
City of Kennewick

ED #16-28

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



FILE/PROJECT NUMBER: ED 16-28 FOR COZ 16-01

DESCRIPTION OF PROPOSAL: CHANGE OF ZONE FROM COMMERCIAL OFFICE (CO) TO COMMERCIAL COMMUNITY (CC).

PROPONENT: HAROLD & HELEN WORTHINGTON

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY: HOOD AVENUE WEST OF N. EDISON STREET AT 5402 W. HOOD AVENUE.

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: Gregory McCormick, 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:

☒ No conditions.

☐ See attached condition(s).

Date: November 3, 2016

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: Dept. of Ecology, WA Dept of Fish & Wildlife, WSDOT, Yakima Nation, CTUIR, & COZ 16-01 File

EXHIBIT 7



2015 South Ely Street
Kennewick, WA 99337
Phone 509-586-9111
FAX 509-586-7663
www.kid.org

October 19, 2016

Wes Romine
City of Kennewick
Development Services Division
PO Box 6108
Kennewick, WA 99336

Subject: COZ 16-01 / PLN-2016-03034 Review Comments

Dear Mr. Romine:

The Kennewick Irrigation District has received your COZ submitted by Harold and Helen Worthington to change the zoning of a parcel of land located at 5402 W. Hood Avenue.

1. KID has no comments regarding the change of zone.
2. If the property is subdivides it will be required to connect to a KID system.

If you have any questions regarding these comments, please contact me at the address/phone number listed above.

Sincerely,

A handwritten signature in blue ink, appearing to read "Daniel Tissell", is written over a light blue horizontal line.

Daniel Tissell
Staff Engineer

C: LB/correspondence/File: [32-09-29]
R:\Development\2016\Misc\31. COZ 16-01 Worthington

Council Agenda Coversheet	Agenda Item Number	5.b.	Council Date	01/03/2017	Consent Agenda	☐
	Agenda Item Type	Ordinance			Ordinance/Reso	☒
	Subject	Amendment to KMC 17.20.010(2)			Public Mtg / Hrg	☐
	Ordinance/Reso #	5688	Contract #		Other	☐
	Project #	ZOA 16-06	Permit #	AMD-2016-03009	Quasi-Judicial	☐
	Department	Planning				

Recommendation

The Planning Commission recommends that City Council concur with the findings and conclusions contained in the staff report and approve zoning code amendment ZOA 16-06 by adopting Ordinance 5688.

Motion for Consideration

I move to adopt Ordinance 5688.

Summary

Scott Krajack - Viking Homes (19425 E. Broadway Avenue, Spokane Valley, WA 99016) has submitted an application to amend KMC Subsection 17.20.010(2)(f). The amendment consists of allowing temporary dead end streets in excess of 600 feet for phased developments and requiring the development of a City Engineer approved secondary emergency vehicle access (SEVA) that will be included in the first phase of the final plat.

The KMC currently limits SEVAs to only the Southridge Area, it is staff's opinion that SEVAs should be an option for all areas in the City to help promote and facilitate infill development.

Staff reviewed the existing code and determined that in addition to the applicant's proposal, additional changes needed to be made to KMC Section 17.02.010(2) in order to provide additional access options and code clarity to the general public. Specifically, staff has proposed amendments to KMC Subsection 17.20.010(2)(d), 17.20.010(2)(e) and 17.20.010(2)(f)(ii). No changes were proposed to the text submitted by the applicant, staff has proposed that the text be placed in Subsection 17.20.010(2)(e).

At the Planning Commission public hearing only the applicant's representative testified, no opposing testimony was taken. No comments were submitted at anytime during the process on this proposal.

Alternatives

None recommended

Fiscal Impact

None

Through	Steve Donovan Dec 15, 07:34:49 GMT-0800 2016	Attachments: presentation Ordinance PC Action Summary PC Minutes Staff Report
Dept Head Approval	Gregory McCormick Dec 15, 16:23:25 GMT-0800 2016	
City Mgr Approval	Marie Mosley Dec 28, 15:36:54 GMT-0800 2016	

☐ Recording Required?

CITY OF KENNEWICK
ORDINANCE NO. 5688

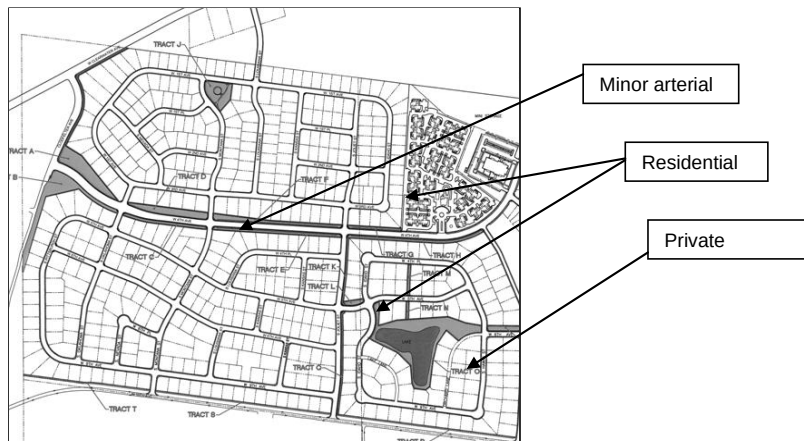
AN ORDINANCE RELATING TO DESIGN AND CONSTRUCTION
STANDARDS AND AMENDING SUBSECTION 17.20.010(2) OF THE
KENNEWICK MUNICIPAL CODE

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

Section 1. Subsection 17.20.010(2) of the Kennewick Municipal Code, be, and the same hereby
is, amended to read as follows:

17.20.010: Design and Construction Standards:

(2) Streets. The street layout in a subdivision shall have a hierarchical design and
efficient circulation system. Street layout in a subdivision must be designed for “street
connectivity between neighborhoods,” be “pedestrian friendly,” and “promote function, safety
and aesthetics with minimum adverse environmental impact” as stated in the City of Kennewick
Comprehensive Plan.



- (a) Residential streets should be less than twelve hundred feet (1200') in continuous uninterrupted length and shall be designed with curves and changes in alignment as measures for traffic calming. Street network design shall be considered in such a way as to discourage cut-through traffic. Other traffic calming measures may be required or approved by the Traffic Engineer;
- (b) The arrangement of streets in a division must conform, as nearly as possible, to the adopted Comprehensive Plan, or to any adopted street plan for the City;
- (c) Streets shall normally continue as an extension of existing streets, unless good site planning dictates a different solution. Street patterns must take into consideration

access to adjacent properties. Sketches of a proposed street system for adjoining properties may be required if owned by the subdivider, or if the arrangements of the large tracts make it necessary to provide future access through the property under consideration.

- (i) A residential development that is served by a single city standard street over six hundred feet (600') in length (as measured from the point where two required access streets are not present) must have a second city standard street.
- (ii) All developments shall include street connections to any streets that abut, are adjacent to, or terminate at the development site.
- (iii) When feasible, developments should include streets that extend to undeveloped or partially developed land that is adjacent to the development site, unless separated from the development site by an irrigation canal, easement, or other site condition. The streets should be in locations that will enable adjoining properties to connect to the proposed development's street system.

- (d) ~~In lands identified in the adopted Southridge Subarea Plan, preliminary plats may be applied for with only one entry for infill projects if they contain fifty (50) dwelling units or less and it is not physically possible to have a second city standard street due to topographic or adjacent land ownership containing any number of lots with only one entry street;~~ however, final plats will be approved only if:

- (i) Each dwelling unit within the subdivision is equipped with an International Fire Code (IFC) or equivalent approved sprinkler system that is installed and operable prior to final occupancy of said dwelling unit. The number of lots within the final plat do not exceed three hundred (300); and

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- ~~(ii) The final plat is provided with an approved second emergency vehicle access (constructed to a standard approved by the City Engineer), or each dwelling within the final plat is equipped with an International Fire Code (IFC) or equivalent approved sprinkler system that is installed and operable prior to final occupancy of said dwelling.~~

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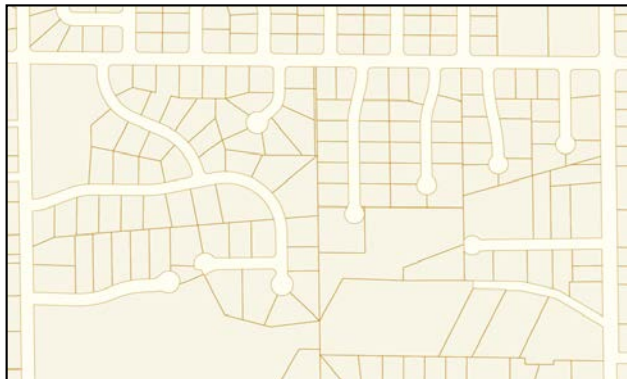
- (e) Temporary dead end streets in excess of 600 feet shall be permitted in a phased development in which by the completion of the preliminary plat and subsequent filing of the final plat will provide a second permanent access. The acceptance of a temporary dead end street in a phased development will require the development of an approved secondary emergency vehicle access (SEVA) constructed to a standard approved by the City Engineer and shall be a part of the final plat of the first phase. In lieu of constructing a SEVA, each dwelling within the final plat shall be equipped with an International Fire Code (IFC) or equivalent approved sprinkler system that is installed and operable prior to final occupancy to said dwelling; Streets shall be planned to channel traffic onto major and secondary streets;

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- (f) Dead-end streets and cul-de-sacs shall be permitted only where topography or other site conditions justify their use;
 - (i) Dead-end streets and cul-de-sacs shall not exceed six hundred (600) feet in length.

- (ii) If a dead-end street is permitted, a ~~temporary~~ turnaround shall be provided if required by the City Engineer or Fire Marshal. If the turnaround includes some private property, the turnaround right-of-way shall be protected by an easement, until the street is extended;
- (iii) Clearly defined and identifiable pedestrian connections shall be provided from all dead-end streets and cul-de-sacs to the nearest existing or proposed public way;

Undesired layout with cul-de-sacs



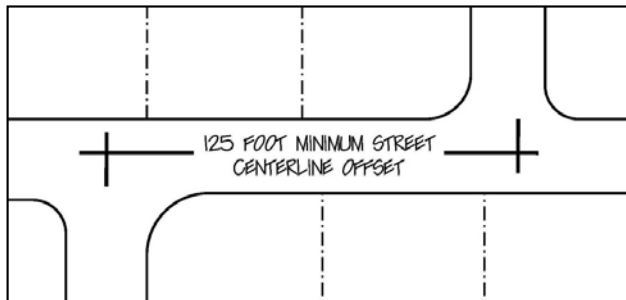
Preferred layout with street connectivity



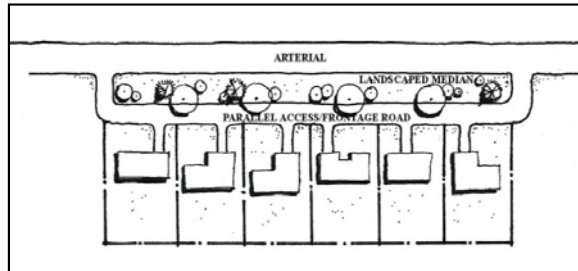
- (g) Half Streets: Streets lying along the boundary of a division may be one-half the required width, if it is practicable to require the dedication of the other half when the adjoining property is subdivided; and, wherever there exists a dedicated half

street of an adjoining division, the other half must be dedicated on the proposed division;

- (h) If determined by the City Engineer, half street improvements will be required on existing streets where the subdivision abuts such existing street(s). Half street improvements shall be constructed per the latest City of Kennewick Standards and will include Streetlight(s), Storm System, and Traffic Control.
- (i) Sidewalks shall be provided according to the applicable City Standards. Walkways and sidewalks shall create a network of connections with nearby open space, parks, schools, and other civic and retail amenities;
- (j) Street names shall be assigned by the City in accordance with KMC 13.08 and KAC 13-56;
- (k) Under normal conditions, streets must intersect, as nearly as possible, at right angles. The minimum angle of intersection is eighty (80) degrees unless specifically allowed by the Traffic Engineer;
- (l) Residential streets shall be aligned at the centerline or be offset a minimum of one hundred twenty-five (125) feet while intersections with arterial or collector streets shall have a minimum centerline offset of three hundred (300) feet, unless specifically waived by the City Traffic Engineer;



- (m) Whenever the proposed division contains, or is adjacent to, a railroad right-of-way, or the right-of-way of a limited access highway, freeway, arterial, or collector street, a frontage road at a distance appropriate for the proposed use of land between the right-of-way and the frontage road may be required. The distance shall be determined with due consideration for future grade separations and required lot depths. This frontage road needs not be a public street but must contain adequate drainage and lighting, and must be constructed to acceptable industry standards. Lots must abut and face this frontage road. An access easement may be required for the frontage road;



Source: web

- (n) City standard monuments shall be installed and permanently marked with the land surveyors registration number at all street centerline intersections and at all points of curvature tangency and centerline deflection, unless otherwise determined by the City Engineer.

...

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 3rd day of January, 2017, and signed in authentication of its passage this 3rd day of January, 2017.

Attest:

STEVE C. YOUNG, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5688 filed and recorded
in the office of the City Clerk of the City of
Kennewick, Washington this 4th day of
January, 2017.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION _____

Planning Commission Action Summary
ZOA 16-06 – City of Kennewick

The Kennewick Planning Commission conducted a public hearing on December 5, 2016 at Kennewick City Hall. All interested parties were invited to come before the Commission and be heard. After reviewing the staff report and all oral and written facts and opinions, the Commission passed a motion on the proposed amendments concurring with the findings and conclusions in the staff report ZOA 16-06 and recommend to City Council approval of the proposed zoning ordinance amendment contained in the staff report.

Findings of Fact

1. The applicant is Viking Homes, c/o Scott Krajack 19425 E. Broadway Avenue, Spokane Valley, WA 99016.
2. The application was submitted to the City on October 5, 2016.
3. The City fulfilled the State Environmental Policy Act requirements by issuing a Determination of Non-significance (DNS) on October 27, 2016; and
4. Notice of the proposed code revision (expedited review request) was sent to the Washington State Department of Commerce on October 6, 2016 consistent with the requirements of RCW 36.70A.106; and
5. The City received confirmation of expedited review and notice that the City has met the Growth Management Act notice to state agency requirements from the Washington State Department of Commerce on October 24, 2016.

Conclusions of Law

1. The proposed amendments will promote the public health, safety, and general welfare by allowing additional access options.
2. The proposed amendments do not conflict with the goals and policies of the Comprehensive Plan.

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

**KENNEWICK PLANNING COMMISSION
DECEMBER 5, 2016
MEETING MINUTES**

CALL TO ORDER

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

Recorder Melinda Didier called the roll and found the following:

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

Excused: Commissioner Fraser Hawley

Unexcused: None

Commissioner Moore led the Pledge of Allegiance.

Staff Present: Greg McCormick, AICP Community Planning Director, Anthony Muai, AICP Planner, Wes Romine, Development Services Manager, Steve Donovan, Planner, and Melinda Didier, Community Planning Administrative Assistant/Recorder.

CONSENT AGENDA

- a. Approval of Minutes dated November 7, 2016
- b. Approval of Amended Agenda
- c. Motion to enter Staff Reports into the Record

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

PUBLIC HEARINGS

Chairman Pacheco opened the public hearing at 6:33 p.m. for Change of Zone #16-01, which proposes to change approximately 2.53 acres of land from Commercial, Office (CO) to Commercial, Community (CC). The property is located at 5402 W. Hood Avenue, west of Edison Street.

Mr. Romine gave a brief overview of the staff report.

Questions for staff:

The Planning Commissioners had questions about the radius from schools for businesses serving alcohol; land use administrative permits if the type of business changes.

Testimony of Applicant or Applicant's Representative

None

Testimony in favor:

None

Testimony neutral or against:

None

Staff final comments:

None

Public testimony for COZ #16-01 closed at 6:38 p.m.

Chairman Pacheco asked for a motion.

Commissioner Moore moved to concur with the findings and conclusions in staff report COZ 16-01 and forward a recommendation to City Council of APPROVAL of the request. Vice-Chairman Morris seconded the motion.

Discussion:

None

The motion passed unanimously.

Chairman Pacheco opened the public hearing at 6:40 p.m. for Zoning Ordinance Amendment (ZOA) #16-06, which proposes to amend Section 17.20.010(2)(f) of the Kennewick Municipal Code (KMC) by adding a fourth condition that will allow temporary dead end streets in excess of 600 feet to be permitted in phased developments.

Mr. Donovan gave a brief overview of the staff report.

Questions for staff:

The Planning Commissioners had questions about Exhibit 4, the new version of the code; the public obtaining a permit to make the change; specific for Southridge Area or citywide; required access points; duration of "temporary"; Southridge Area in particular.

Testimony of Applicant or Applicant's representative

None

Testimony in favor:

Jason Mattox, Environmental Engineer
HDJ – Division of PBS
6115 Burden Blvd. Ste. E
Pasco, WA 99301

Researched several Washington communities, this practice is quite common; there are advantages to obtaining permanent access; preliminary plats show where second access is located; intent is temporary until final plat.

Testimony neutral or against:

None

Staff final comments:

None

Public testimony for ZOA #16-06 closed at 6:59 p.m.

Chairman Pacheco asked for a motion.

Vice-Chairman Morris moved to concur with the findings and conclusions in staff report ZOA 16-06 and forward a recommendation to City Council of APPROVAL of the request. Commissioner Rettig seconded the motion.

Discussion:

None

The motion passed unanimously.

REPORTS, COMMENTS, OR DISCUSSION OF COMMISSIONERS AND STAFF:

- a. Comprehensive Plan 2017 Update Study Session – Transportation Element (Mr. Muai Power Point presentation).
- b. Comprehensive Plan 2017 Proposed Work Plan – Mr. McCormick presented a spreadsheet of the proposed work plan and asked for Commissioner in-put for special meeting dates due to two meetings in January and one in February cancelled for holidays. Vice-Chairman Morris will be out of town January 23rd.

VISITORS NOT ON AGENDA:

OLD BUSINESS:

NEW BUSINESS:

ADJOURNMENT:

The meeting was adjourned at 7:25 p.m.

CITY COUNCIL

ZONING ORDINANCE AMENDMENT ZOA 16-06

January 3, 2017

Application Summary

- ▣ Applicant: Scott Krajack – Viking Homes
- ▣ Proposal: Amend Section 17.20.010(2)(f) of the Kennewick Municipal Code to allow additional options for access to subdivisions.

Staff Discussion/Proposal

- ▣ Proposed amendment to KMC Section 17.20.010(2.e):
 - Allows temporary SEVAs for phased developments;
 - Constructed to approved standard (City Engineer)
 - Option to provide IFC approved sprinkler system in lieu of SEVA

- ▣ Staff has proposed additional amendments to Section 17.20.010(2) in order to provide clarity and direction.
 - Provides options for infill plats of 50 lots or less;
 - Other minor language clarifications

Recommendation

The Planning Commission recommends the City Council approve ZOA 16-04 as proposed by the applicant and staff.



COMMUNITY PLANNING DEPARTMENT

STAFF REPORT AND RECOMMENDATION TO
THE PLANNING COMMISSION

FILE No: ZOA 16-06/AMD-2016-03009

Public Hearing Date: December 5, 2016

Proposal: Amend Section 17.20.010(2)(f) of the Kennewick Municipal Code (KMC).

Applicant: Viking Homes, c/o Scott Krajack, 19425 E. Broadway Avenue, Spokane Valley, WA 99016

Staff Contact: Steve Donovan, Planner

Background:

On October 5, 2016 the applicant applied to amend KMC 17.20.010(2)(f) in order to allow additional subdivision access options throughout the City of Kennewick.

The City was granted Expedited Review for the proposed amendment by the Department of Commerce on October 24th.

The proposed amendments have been forwarded to the local developers group; no objections have been submitted to staff.

In addition to what the applicant has proposed, staff has reviewed KMC Section 17.20.010(2) and determined that additions are needed to section. The applicant's proposed amendment and the additional amendments proposed by staff are included in this staff report.

Discussion and Analysis:

The proposed amendments from the applicant and staff provide additional access options to subdivisions that will be constructed in residential zoning districts within the City Limits.

The applicant's proposed amendment to KMC Section 17.20.010(2)(f) includes adding a fourth condition to the section, which is proposed as follows: "Temporary dead end streets in excess of 600 feet shall be permitted in a phased development in which by the completion of the preliminary plat and subsequent filing of the final plat will provide a second permanent access. The acceptance of a temporary dead end street in a phased development will require the development of an approved secondary emergency vehicle access (SEVA) constructed to a standard approved by the City Engineer and shall be a part of the final plat of the first phase."

It is staff's opinion that in addition to what the applicant has proposed, the amendments in the attached Exhibit 3 should be approved in order to provide additional clarity and access options to all residential developments proposed in the City.

It is staff's opinion that due to the fact that the Southridge Area's infrastructure is expanding, the existing KMC Section 17.20.010(2)(d) is no longer needed as it currently exists and should be amended as proposed by staff.

Staff has proposed to eliminate the existing KMC Section 17.20.010(2)(e) and replace it with the text that the applicant has proposed. It is staff's opinion that the elimination of the existing section will provide for addition access options for future subdivision, especial for infill subdivisions.

Lastly, staff recommends that the word "temporary" from KMC Section 17.20.010(2)(f)(ii) be removed. The removal of "temporary" from the section ensures that permanent turnarounds will be constructed for subdivisions with dead-end streets.

Regulatory Controls and Policies

- Kennewick Municipal Code – Title 17: Subdivisions
- Kennewick Comprehensive Plan

Findings of Fact:

1. The applicant is Viking Homes. c/o Scott Krajack 19425 E. Broadway Avenue, Spokane Valley, WA 99016.
2. The application was submitted to the City on October 5, 2016.
3. The City fulfilled the State Environmental Policy Act requirements by issuing a Determination of Non-significance (DNS) on October 27, 2016; and
4. Notice of the proposed code revision (expedited review request) was sent to the Washington State Department of Commerce on October 6, 2016 consistent with the requirements of RCW 36.70A.106; and
5. The City received confirmation of expedited review and notice that the City has met the Growth Management Act notice to state agency requirements from the Washington State Department of Commerce on October 24, 2016.

Conclusions of Law:

1. The proposed amendments will promote the public health, safety, and general welfare by allowing additional access options.
2. The proposed amendments do not conflict with the goals and policies of the Comprehensive Plan.

Staff Recommendation:

Based on the above analysis of this request, staff recommends the Planning Commission forward a recommendation of APPROVAL to City Council for the following motion.

Motion:

I move that the Planning Commission concur with the findings and conclusions in the staff report ZOA 16-06 and recommend to City Council approval of the request to change KMC 17.20.010(2) as proposed by staff.

Exhibits:

1. Staff Report
2. Applicant's Proposed Amendments to KMC Section 17.20.010(2)(f).
3. Staff's Proposed Staff Amendments to KMC Section 17.20.010(2).
4. Final version of proposed staff amendments to KMC Section 17.20.010(2).
5. Environmental Determination of Non-significance for ZOA 16-06.

Kennewick Municipal Code Section 17.20.010(2)(f)

- (f) Dead-end streets and cul-de-sacs shall be permitted only where topography or other site conditions justify their use;
 - (i) Dead-end streets and cul-de-sacs shall not exceed six hundred (600) feet in length.
 - (ii) If a dead-end street is permitted, a temporary turnaround shall be provided if required by the City Engineer or Fire Marshal. If the turnaround includes some private property, the turnaround right-of-way shall be protected by an easement, until the street is extended;
 - (i) Clearly defined and identifiable pedestrian connections shall be provided from all dead-end streets and cul-de-sacs to the nearest existing or proposed public way;
 - (ii) Temporary dead end streets in excess of 600 feet shall be permitted in a phased development in which by the completion of the preliminary plat and subsequent filing of the final plat will provide a second permanent access. The acceptance of a temporary dead end street in a phased development will require the development of an approved secondary emergency vehicle access (SEVA) constructed to a standard approved by the City Engineer and shall be a part of the final plat of the first phase.

- (d) ~~In lands identified in the adopted Southridge Subarea Plan, p~~ Preliminary plats may be applied for with only one entry street for infill projects if they contain fifty (50) dwelling units or less and it is not physically possible to have a second city standard street due to topographic or adjacent land ownership ~~containing any number of lots with only one entry street~~; however, final plats will be approved only if:
- (i) Each dwelling unit within the subdivision is equipped with an International Fire Code (IFC) or equivalent approved sprinkler system that is installed and operable prior to final occupancy of said dwelling unit. ~~The number of lots within the final plat do not exceed three hundred (300); and~~
 - (ii) ~~The final plat is provided with an approved second emergency vehicle access (constructed to a standard approved by the City Engineer), or each dwelling within the final plat is equipped with an International Fire Code (IFC) or equivalent approved sprinkler system that is installed and operable prior to final occupancy of said dwelling.~~
- (e) Temporary dead end streets in excess of 600 feet shall be permitted in a phased development in which by the completion of the preliminary plat and subsequent filing of the final plat will provide a second permanent access. The acceptance of a temporary dead end street in a phased development will require the development of an approved secondary emergency vehicle access (SEVA) constructed to a standard approved by the City Engineer and shall be a part of the final plat of the first phase. In lieu of constructing a SEVA, each dwelling within the final plat shall be equipped with an International Fire Code (IFC) or equivalent approved sprinkler system that is installed and operable prior to final occupancy to said dwelling.
- ~~(e) Streets shall be planned to channel traffic onto major and secondary streets;~~
- (f) Dead-end streets and cul-de-sacs shall be permitted only where topography or other site conditions justify their use;
- (i) Dead-end streets and cul-de-sacs shall not exceed six hundred (600) feet in length.
 - (ii) If a dead-end street is permitted, a ~~temporary~~ turnaround shall be provided if required by the City Engineer or Fire Marshal. If the turnaround includes some private property, the turnaround right-of-way shall be protected by an easement, until the street is extended;
 - (iii) Clearly defined and identifiable pedestrian connections shall be provided from all dead-end streets and cul-de-sacs to the nearest existing or proposed public way;

Exhibit 4

- (d) Preliminary plats may be applied for with only one entry street for infill projects if they contain fifty (50) dwelling units or less and it is not physically possible to have a second city standard street due to topographic or adjacent land ownership however, final plats will be approved only if:
 - (i) Each dwelling unit within the subdivision is equipped with an International Fire Code (IFC) or equivalent approved sprinkler system that is installed and operable prior to final occupancy of said dwelling unit.
- (e) Temporary dead end streets in excess of 600 feet shall be permitted in a phased development in which by the completion of the preliminary plat and subsequent filing of the final plat will provide a second permanent access. The acceptance of a temporary dead end street in a phased development will require the development of an approved secondary emergency vehicle access (SEVA) constructed to a standard approved by the City Engineer and shall be a part of the final plat of the first phase. In lieu of constructing a SEVA, each dwelling within the final plat shall be equipped with an International Fire Code (IFC) or equivalent approved sprinkler system that is installed and operable prior to final occupancy to said dwelling.
- (f) Dead-end streets and cul-de-sacs shall be permitted only where topography or other site conditions justify their use;
 - (i) Dead-end streets and cul-de-sacs shall not exceed six hundred (600) feet in length.
 - (ii) If a dead-end street is permitted, a turnaround shall be provided if required by the City Engineer or Fire Marshal. If the turnaround includes some private property, the turnaround right-of-way shall be protected by an easement, until the street is extended;
 - (iii) Clearly defined and identifiable pedestrian connections shall be provided from all dead-end streets and cul-de-sacs to the nearest existing or proposed public way;



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

FILE/PROJECT NUMBER: ED 16-27/AMD-2016-03009

DESCRIPTION OF PROPOSAL: The proposal is to amend Kennewick Municipal Code Section 17.20.010(2)(f) by allowing secondary emergency vehicle accesses in phased developments.

PROPOSER: Viking Homes, c/o Scott Krajack, 19425 E. Broadway Avenue, Spokane Valley, WA 99016

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY: The update is not site specific; it is applicable area wide in the City Limits of Kennewick.

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: Gregory McCormick, AICP

POSITION/TITLE: Community Planning Director

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

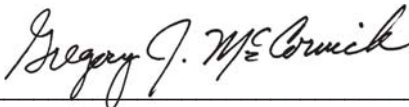
PHONE: (509) 585-4463

☐ 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:

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

Date: October 27, 2016

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:

Dept. of Ecology
WA Dept. of Fish & Wildlife
WSDOT
Yakama Nation
CTUIR
ED 16-27 File

Council Agenda Coversheet



Agenda Item Number	6.a.	Council Date	01/03/2017
Agenda Item Type	Ordinance		
Subject	Park Mitigation Fees Extension of Moratorium		
Ordinance/Reso #	5689	Contract #	
Project #		Permit #	
Department	City Attorney		

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

Recommendation

That City Council adopt Ordinance 5689.

Motion for Consideration

I move to adopt Ordinance 5689.

Summary

On August 16, 2016, Council adopted Ordinance 5674 retaining a 180-day moratorium on the assessment of park mitigation fees for mixed-use development. RCW 35A.63.220 provides the City the authority to extend the moratorium for an additional 180 days after holding a public hearing and adopting a work plan. The purpose of the initial moratorium was to provide staff time to review possible amendments to the City's park mitigation fee codes, as well as review the possibility of moving to a park impact fee system in the next biennium. Considering the fact that implementation of a park impact fee will involve a consultant study, outreach to the development community and extensive review by Council, staff recommends the City extend the moratorium an additional 180 days and implement a limited code amendment specific to mixed-use development. The work plan for the code amendment is attached to the Ordinance as Exhibit A. Staff is recommending Council extend the moratorium as the City may receive applications for mixed-use development that will result in the assessment of cost-prohibitive park mitigation fees before code amendments can be processed by Council. Council has expressed a desire to encourage mixed-use development in commercial districts. The current park fee system is a deterrent to these types of developments. Staff recommends Council hold the public hearing and adopt Ordinance 5689 to extend the moratorium on the assessment of park mitigation fees for mixed-use development.

Alternatives

None recommended.

Fiscal Impact

None.

Through

Bonnie Lanning
Dec 22, 14:25:31 GMT-0800 2016

Dept Head Approval

Lisa Beaton
Dec 27, 10:56:50 GMT-0800 2016

City Mgr Approval

Marie Mosley
Dec 28, 15:48:29 GMT-0800 2016

Attachments: 05689

☐ Recording
Required?

CITY OF KENNEWICK
ORDINANCE NO. 5689

AN ORDINANCE TO ALLOW A 180-DAY EXTENSION OF THE EXISTING 180-DAY MORATORIUM, WHICH EXPIRES ON JANUARY 5, 2017, PROHIBITING THE ASSESSMENT OF PARK MITIGATION FEES FOR MIXED-USE DEVELOPMENT AS REQUIRED IN KENNEWICK MUNICIPAL CODE CHAPTERS 18.42 AND 17.100

WHEREAS, on July 5, 2016, the City Council, by Ordinance 5662, imposed a 180-day moratorium, prohibiting the assessment of park mitigation fees to mixed use development; and

WHEREAS, on August 16, 2016, the City Council held a public hearing in accordance with RCW 35A.63.220 and retained the 180-day moratorium by adopting Ordinance 5674; and

WHEREAS, the moratorium retained by Ordinance 5674 is set to expire on January 5, 2017; and

WHEREAS, the City Council desires to encourage mixed-use development in commercial districts throughout the City by considering code amendments exempting mixed-use development from park mitigation fees and/or imposing a different type of park fee for development that is either residential in nature or contains a component of residential development, however, the City has not adopted the appropriate code amendments during the initial 180 days; and

WHEREAS, without a moratorium, the City could, in the near future, receive applications for mixed-use development that would result in the assessment of cost-prohibitive park mitigation fees under KMC 18.42.140 and KMC 17.100; and

WHEREAS, the City Council has a compelling interest in the protection of the health and safety of all of its residents, as well as a compelling interest in ensuring that the goals and policies contained within the Comprehensive Plan and other policy/planning documents are fulfilled; and

WHEREAS, Revised Code of Washington 35A.63.220 and Washington case law authorize the City to extend a moratorium an additional 180 days with a public hearing and the adoption of a work plan; and

WHEREAS, the City Council has determined that it is in the best interest of the City that the six-month moratorium should be extended to provide the City an opportunity to adopt a work plan and implement code amendments exempting mixed-use development from park mitigation fees and/or imposing a different type of park fee for development that is either residential in nature or contains a component of residential development; NOW THEREFORE,

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

Section 1. The City of Kennewick makes the following findings:

- A. The City adopted a moratorium on the assessment of park mitigation fees for mixed use development on July 5, 2016. The City held a public hearing on the propriety of the moratorium on August 16, 2016, and retained the moratorium through the adoption of Ordinance 5674.
- B. Kennewick Municipal Code (KMC) Chapter 17.100 – “Dedications” currently requires residential development to either dedicate park land or, if the park area size is less than five (5) acres, to pay a park fee in lieu of park land dedication (hereinafter “park mitigation fee”). KMC 18.42.140(3) specifies that park mitigation fees or park land dedication required under KMC 17.100.010 are applicable to mixed-use development.
- C. KMC 17.100.010(2) specifies that park mitigation fees are set by determining park land area required using the level of service of one (1) acre of neighborhood park land for every 334 persons; the average number of units per acre; and the current assessed value of the property to be developed. The formula for calculating park fees laid out in KMC 17.100.010(2) has resulted, and will continue to result, in cost-prohibitive park mitigation fees for mixed-use development due to the higher assessed value of property in commercial districts.
- D. The City Council desires to encourage mixed-use development in commercial districts throughout the City by considering code amendments exempting mixed-use development from park mitigation fees and/or imposing a different type of park fee for development that is either residential in nature or contains a component of residential development. The City finds that without a moratorium the City could, in the near future, receive applications for mixed-use development that would result in the assessment of cost-prohibitive park mitigation fees under KMC 18.42.140 and KMC 17.100 and deter mixed-use development in commercial areas of Kennewick.
- E. The City has developed a work plan for development of regulations regarding mixed use development and park mitigation fees attached to this Ordinance as Exhibit “A”.

Section 2. Moratorium Continued. The moratorium established by Ordinance 5662 and retained by Ordinance 5674 on August 16, 2016, is extended prohibiting the assessment of park mitigation fees for mixed-use development and the reasons for the imposition of the moratorium are reaffirmed in accord with RCW 35A.63.220.

Section 3. Term of Moratorium. The existing 180-day moratorium prohibiting the assessment of park mitigation fees for mixed-use development which expires on January 5, 2017, is hereby extended from that date for a period of not more than 180 days. Provided, however, that the moratorium shall automatically expire upon the effective date of code amendments adopted by City Council to address the application of park mitigation fees to mixed-use development.

Section 4. Effective Date. This Ordinance shall be in full force and effect upon its passage and signature below.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 3rd day of January, 2017, and signed in authentication of its passage this 3rd day of January, 2017.

STEVE C. YOUNG, Mayor

Attest:

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5689 filed and recorded
in the office of the City Clerk of the City of
Kennewick, Washington this 4th day of
January, 2017.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION_____

EXHIBIT A
PARK MITIGATION FEES AND MIXED-USE DEVELOPMENT
MORATORIUM WORK PLAN

1. Complete legal research regarding zoning regulations and park mitigation fees from other cities and review current case law regarding SEPA mitigation fees.
2. Draft appropriate code amendments to better accommodate mixed use development.
3. Review proposed code amendment language with PED committee or full Council at a workshop.
4. Conduct workshop with Planning Commission to address proposed code amendments.
5. Revise code amendments if needed based upon feedback from workshop.
6. Hold a public hearing before the Planning Commission to consider mixed-use development code amendment.
7. Present Ordinance formally adopting code amendment at regular City Council meeting.

Council Agenda Coversheet 	Agenda Item Number	6.b.	Council Date	01/03/2017	Consent Agenda	☐
	Agenda Item Type	Contract/Agreement/Lease			Ordinance/Reso	☐
	Subject	Development Agreement with KID			Public Mtg / Hrg	☒
	Ordinance/Reso #		Contract #		Other	☐
	Project #		Permit #		Quasi-Judicial	☐
	Department	City Attorney				

Recommendation

That City Council authorize the Mayor to sign the Development Agreement with the Kennewick Irrigation District.

Motion for Consideration

I move to authorize the Mayor to sign the Development Agreement with the Kennewick Irrigation District for development at 7067 West Deschutes Avenue.

Summary

he Kennewick Irrigation District ("KID") is the owner of a 6.43 acre parcel that is the subject of a pending Binding Site Plan. The Binding Site Plan will subdivide the parcel into four lots. As a condition of the Binding Site Plan, the KID or their successor in interest, will be required to install/extend water and sewer to the lots, as well as construct a public road, cul-de-sac, sidewalks and install streetlights. The KID has a pending Purchase and Sale Agreement for one of the as yet to be created lots, and has requested the option to bond for the public improvements and assign the obligation to construct the public improvements to the purchaser. While the Binding Site Plan chapter does not contain specific provisions which authorize bonding in lieu of construction, KMC 17.12.010(2) provides the City may require a Development Agreement. The primary purpose of the proposed Development Agreement is to authorize bonding in lieu of construction, pursuant to certain criteria contained therein. Specifically, the Development Agreement will require the KID, or their assigns, to provide a plat bond or other approved surety at 125% of the cost of the public improvements. The Agreement further requires that construction of the public infrastructure improvements be complete prior to the issuance of any building permits for the lots. Upon approval of the Development Agreement, the Binding Site Plan will receive final approval and may be recorded. When the Binding Site Plan is recorded, the KID will be able to close its sale. Public Works and Planning staff have reviewed the Development Agreement and recommend approval.

Alternatives

None recommended.

Fiscal Impact

None.

Through	Bonnie Lanning Dec 28, 08:15:37 GMT-0800 2016	Attachments: 
Dept Head Approval	Lisa Beaton Dec 28, 10:22:53 GMT-0800 2016	
City Mgr Approval	Marie Mosley Dec 28, 15:15:08 GMT-0800 2016	
		☐ Recording Required?

WHEN RECORDED RETURN TO:

City of Kennewick
PO Box 6108
Kennewick, WA 99336

**DEVELOPMENT AGREEMENT
BETWEEN
CITY OF KENNEWICK
AND
KENNEWICK IRRIGATION DISTRICT
FOR
DEVELOPMENT AT 7067 W. DESCHUTES AVENUE**

The City of Kennewick ("City"), and the Kennewick Irrigation District ("Developer") enter into the following Development Agreement ("Agreement") to govern the development of 6.43 acres of property located at 7067 W. Deschutes Avenue, Kennewick, Washington ("the Property").

The Property is the subject of a pending Binding Site Plan (BSP 16-06/PLN-2016-03051). This Development Agreement is authorized by KMC 17.12.010(2) and KMC 18.48.020. The Agreement provides the City and the KID with certainty as to the development that will be built and the type of mitigation that will be provided.

The Binding Site Plan is consistent with current local regulatory requirements. The development standards in the Agreement will govern the Property for the term of the Agreement. The Agreement will not be approved until after a public hearing and will be recorded with the County's real property records.

1. **Location.** The Property consists of approximately 6.43 acres located at 7067 W. Deschutes Avenue in the City. The property location ("subject property") is legally described as follows:

Located in a portion of the NW $\frac{1}{4}$ of Section 5, Township 8 North, Range 29 East, W.M., and a portion of the SW $\frac{1}{4}$ of Section 32, Township 9 North, Range 29 East, W.M., City of Kennewick, Benton County, Washington.

2. **Project Description.** The Property is the subject of a pending Binding Site Plan which will divide the property into four parcels. As a condition of the Binding Site Plan, the Developer will be required to install/extend water and sewer to the lots, as well as construct a public road and cul-de-sac, and sidewalks and install streetlights.
3. **Term of Agreement and Vesting.** The Agreement and the legal requirements identified in the Agreement shall govern the Property if any application required for development is filed within five years of the date of the Agreement. Any amendments or additions made to these legal requirements during the term of the Agreement shall not apply to or affect the development, except as otherwise provided, or if other county, state or federal laws preempt the City's authority to vest regulations. The City reserves the authority to impose new or different officially adopted regulations, only if, and to the extent required by a serious threat to the public health and safety, as determined by the City Council after notice and an opportunity to be heard has been provided to the KID, unless the threat is so immediate that notice is not practical in the short term, due to the imminent threat to the public health and safety.
4. **Vesting and Fees.** The following fees, charges, policies, regulations and development standards shall govern the Property, during the term of the Agreement:
 - (a) **Regulations and Policies.** The Property is located in the Industrial Light zone. The City zoning, building, development regulations, standards, municipal code and ordinances governing land development in effect as of the date of this Agreement shall govern the Property.
 - (b) **Fees and Charges.** Transportation Impact Fees will apply based upon the land use when the lots are developed.
5. **Infrastructure Improvements Associated with Project and Bonding.** As part of the Binding Site Plan for the Property, the KID or their successors and assigns are required to make the following public improvements to serve the property. (Attachment 1)
 - (a) Construct a public road and cul-de-sac.
 - (b) Extend/install public water and sewer lines.
 - (c) Install sidewalks and street lights.
 - (d) Install/extend power, gas and other utilities as appropriate.

In lieu of completing the required improvements to obtain approval of the Binding Site Plan, a plat bond issued by a licensed corporate surety or two individual sureties or other approved surety must be provided at 125% of the cost of such work, which is estimated at \$363,170. The proposed surety amount must be approved by the Public Works Director.

All or a portion of security will be released upon acceptance of the improvements by the Public Works Director, or upon substitution of another approved bond or security.

Improvements must be designed and certified by a registered civil engineer prior to the acceptance. All city utility and street improvements must be approved by the Public Works Director prior to this issuance of any building permits for structures on the Property. Upon approval of the Binding Site Plan, the plat map will note that no building permits will be issued for the Property unless the utility and street improvements noted above have been completed and approved by the Public Works Director.

6. **Site Plan Review.** The Property will be subject to building permit review and other applicable review processes. The final design of the buildings and other improvements, precise location of building footprints, location of utilities, determination of access points, and other design issues will be determined during that process.
7. **Recording: Assignment.** This Agreement shall be recorded with the Benton County Auditor. The Agreement shall bind and inure to the benefit of the parties and their successors in interest, and may be assigned to any successor in interest to the Property.
8. **Modification.** This Agreement may be modified only with the agreement of the City and KID and their successors and assigns.
9. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original.

Agreed this ____ day of _____, 2017.

KENNEWICK IRRIGATION DISTRICT

CITY OF KENNEWICK

By: _____
CHUCK FREEMAN, Manager

STEVE C. YOUNG, Mayor

Attest:

TERRI L. WRIGHT, City Clerk

Approved as to Form:

LISA BEATON, City Attorney

STATE OF WASHINGTON)
) ss.
County of Benton)

On the _____ day of _____, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared CHUCK FREEMAN to me known to be the Manager of the KENNEWICK IRRIGATION DISTRICT, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

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

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

STATE OF WASHINGTON)
) ss.
County of Benton)

On the _____ day of _____, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared STEVE C. YOUNG and TERRI L. WRIGHT, to me known to be the Mayor and City Clerk of the City of Kennewick, a Washington municipal corporation, that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

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

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

ATTACHMENT 1

ENGINEER'S ESTIMATE AND PROJECT SITE PLAN

 ENGINEER'S OPINION OF PROBABLE COST					
PROJECT:		N. Wilson Pl. Kennewick, WA		DATE: 11/16/2016	
PROJECT DESCRIPTION:					
CLIENT:		Kennewick Irrigation District			
CLIENT PROJ. NO.:		J-U-B PROJ. NO.: 30-16-002-060			
ITEM NO.	DESCRIPTION	SCHEDULE OF VALUES			
		QUANTITY	UNIT	UNIT PRICE	TOTAL COST
SITE					\$178,352
1	Temporary Erosion and Sediment Controls	1	LS	\$3,000	\$3,000
2	Traffic Control	1	LS	\$6,500	\$6,500
3	Cleaning and Grubbing	0.50	AC	\$1,750	\$875
4	Excavation/Embankment	1,000	CY	\$12	\$12,000
5	2" HMA Cl. A, PG 64-28	131	TON	\$92	\$12,021
6	6" CSTC	374	TON	\$22	\$8,228
7	Concrete Sidewalk Ramp Type 1A	2	EA	\$2,500	\$5,000
8	4" Thick Cement Concrete Sidewalk With 2" CSTC	83	SY	\$45	\$3,735
9	Concrete Curb and Gutter	560	LF	\$18	\$10,080
10	Centerline Monument	2	EA	\$1,200	\$2,400
11	Signage	1	LS	\$1,200	\$1,200
12	Relocate Street Light	1	EA	\$1,800	\$1,800
13	Street Light	1	EA	\$3,500	\$3,500
14	8" PVC Water (Looped)	820	LF	\$48	\$39,360
15	Fire Hydrant Assembly	1	EA	\$3,200	\$3,200
16	8" Cut-In-Tee	1	EA	\$2,500	\$2,500
17	8" Gate Valve	2	EA	\$1,100	\$2,200
18	8" Flanged Coupling	1	EA	\$850	\$850
19	2" Water Service Stubs	4	EA	\$1,000	\$4,000
20	8" Sanitary Sewer PVC	260	LF	\$38	\$9,880
21	SSMH	2	EA	\$3,000	\$6,000
22	Sewer Service Stubs	4	EA	\$1,000	\$4,000
23	Surface Restoration (W. Deschutes)	1	LS	\$3,000	\$3,000
24	Catch Basins	2	EA	\$1,000	\$2,000
25	12" PVC SD Pipe	100	LF	\$38	\$3,800
26	Drywell	1	EA	\$5,000	\$5,000
27	1" Water Service for Irrigation	4	EA	\$850	\$3,400
28	Hydroseeding	1	LS	\$1,500	\$1,500
29	BPUD Electrical Power Conduit	600	LF	\$12.00	\$7,200
30	Electrical Vault	1	EA	\$3,500	\$3,500
31	Electrical J-Box	2	EA	\$1,500.00	\$3,000
32	Telecommunications Conduit	600	LF	\$6.00	\$3,600
Note: Assumes all pipe trenching, backfill, compaction, pipe bedding and trench safety is included in unit price					
SUBTOTAL					\$178,352
BENTON COUNTY SALES TAX 8.60%					\$15,338
SUBTOTAL					\$193,691
CONTINGENCY 50%					\$96,845
TOTAL ESTIMATED COSTS					\$290,536
J-U-B ENGINEERS, INC. SUITE 201, 2810 WEST CLEARWATER AVE., KENNEWICK, WASHINGTON 98335 (509) 783-2144					

Council Agenda Coversheet



Agenda Item Number	7.a.	Council Date	01/03/2017
Agenda Item Type	Contract/Agreement/Lease		
Subject	City Manager Performance Review		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	City Manager		

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

Recommendation

City Council determine a potential salary adjustment for the City Manager effective January 1, 2017 based on her achievement of the Council established goals for 2016.

Motion for Consideration

I move to authorize a salary adjustment for the City Manager effective January 1, 2017 based on her achievement of the Council established goals for 2016.

Summary

The 2015/2016 biennial budget set forth a strategic plan for the City Manager and staff to implement during the biennium. Subsequently the Council established goals in alignment with the biennial strategic plan, for the organization & City Manager. During the workshop of December 13th, the City Manager reviewed the biennial goals and how those have been accomplished for the year. Subsequently on December 14th, the City Manager sent her performance review, detailing the goals and accomplishments (see attached) asking for any comments or questions. No comments or questions have been received.

Alternatives

N/A

Fiscal Impact

N/A

Through

Dept Head Approval

City Mgr Approval

Marie Mosley
Dec 29, 10:06:51 GMT-0800 2016

Attachments:

Presentation
Review

☐ Recording
Required?



2016 Accomplishments

January 3, 2017 Council Meeting



Priority Areas



***I want to be safe where I live, work
and play.***



Community Safety: Goals

Objective – Continue to Ensure the Safety of our Community by
Maintaining Current Service Levels & Partnerships

* Criminal Justice Sales Tax Strategic Staffing Implementation:

- * Review CJST funds for sustainability and continued support of staffing levels over the next 10 years and provide recommendations
- * Four additional officers hired in 2016
- * One additional PSS staff hired in 2016
- * One additional City Attorney hired in 2016

* Implement Strategic staffing & Deployment model for Fire Department

- * Opening of Station 5 and promotion of 3 Captains
- * Re-inspection fee and compliance recommendation for fire inspection program
- * WSRB findings and recommendations
- * Plan for station #6 (land & staffing plan)



Criminal Justice Sales Tax Strategic Staffing Implementation: Accomplishments

- ✿ Review CJST funding for sustainability:
 - ✱ Continue to report to council in leadership report on comparisons of funds received versus revenue projections.
 - ✱ New Officers – Hired 5 Officers in 2016 (continue to have attrition and work on filling vacancies)
- ✿ One-time Resources:
 - ✱ Recommendations for 2017/2018 uses proposed during budget preparation in 2016.
- ✿ Continued efforts to combat gang activity paid through OT until fully staffed
- ✿ Support Additional Patrol Officers:
 - ✱ Hired additional Police Support Specialist in 2016
 - ✱ Hired additional Prosecutor in 2016 to support increase in officers and new court requirements.



Community Safety Strategic Staffing Accomplishments

- ✿ Implement Strategic staffing & Deployment model for Fire Department:
 - ✿ Promotional ceremony, Finley, Feather, and VanHorn.
- ✿ Opening of Station 5:
 - ✿ Grand opening and ribbon cutting for fire station 65 on Aug 22, 2016. Station was completed on time and under budget
- ✿ Re-inspection fee and compliance recommendation for fire inspection program:
 - ✿ Worked with council in September and codified a re-inspection fee of \$250.
- ✿ WSRB findings and recommendations:
 - ✿ Review conducted in September of 2016. Report forthcoming. Favorable response by reviewers.
- ✿ Plan for station #6 (land & staffing plan):
 - ✿ Negotiated with property owners on Hildebrand site in summer of 2016.
 - ✿ Purchase and sale agreement with property owners taken to council in November. Property purchased at assessed value which was under the budgeted allocation.



Community Safety: Goals

Objective – Continue to Ensure the Safety of our Community by Maintaining Current Service Levels & Partnerships

EMS Service & Sustainable staffing Model:

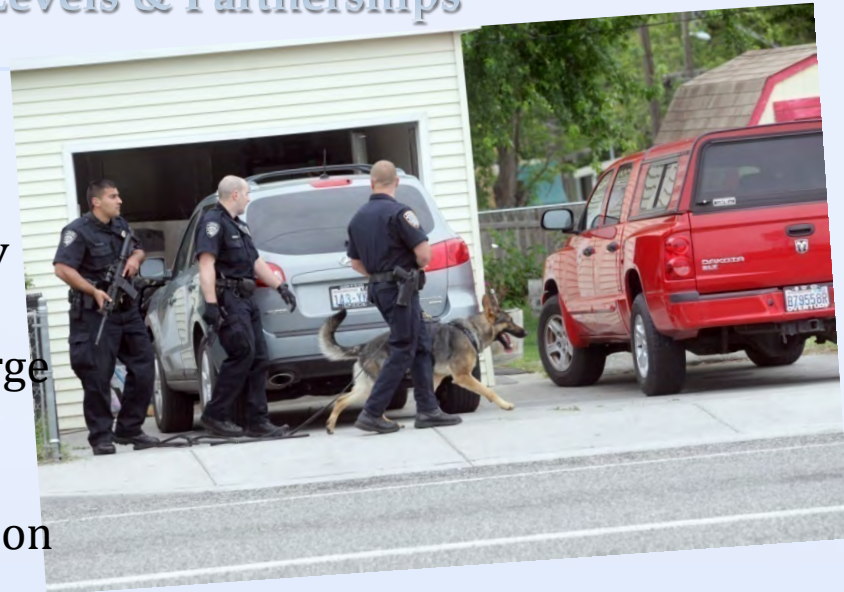
- ✧ Cost of service model review and budgetary recommendations for 2017/2018
- ✧ Implement the 2016 ambulance utility charge adjustment to provide sustainable fire staffing and deployment model
- ✧ LEOFF I long care study review in conjunction with W/S rate study

Align Code enforcement program to achieve council's objectives and priorities:

- ✧ Implementation of Phase 1 & 2 improvements to code enforcement program.

MATRICS Implementation:

- ✧ Provide recommendation on bi-county consolidated dispatch system



Community Safety: Accomplishments

- EMS Service & Sustainable staffing Model:
 - * Ambulance Utility Cost of Service Study completed and results presented to Council in November.
 - * Cost of service recommendations will be discussed in 2017/2018
- Implement the 2016 ambulance utility charge adjustment to provide sustainable fire staffing and deployment model
 - * Implemented \$1 in 2015 and second \$1 in 2016.
- LEOFF I long care study review in conjunction with W/S rate study
 - * Actuary study completed in 2016; recommendations in 2017/2018 biennium
 - * Water/Sewer rate study completed in 2016 with council adopted recommendations
- Align Code enforcement program to achieve council's objectives and priorities and implementation of Phase 1 & 2 improvements to code enforcement program:
 - * Code enforcement moved under customer service and integrated into one-stop area
 - * Implemented Phase 1 & 2 system improvements
 - * Office specialist recommended and approved in 2017/2018 budget to support code enforcement efforts.
- MATRICS Implementation and provide recommendation on bi-county consolidated dispatch system:
 - * Franklin County and Pasco are considering joining BCES dispatch system as a result of extensive review of alternative methods of service delivery. Recommendation in 2017/2018



***I want a diverse and vibrant economy
in Kennewick.***



Economic Development: Goals

Objective – Support Existing Businesses and the Creation of Sustainable Family Wage Jobs

Public/Private Partnership Opportunities:

- ★ Recruitment, retention and expansion efforts focusing on Southridge and Columbia Gardens
- ★ Complete phase one of the wine village for tenant occupancy by the end of 2016
- ★ Pursue potential educational partnerships to enhance economic vitality



Major Project planning:

- ★ Provide B2B master plan implementation recommendations to council which shall serve as a model for vista field
- ★ Support Port master planning of the 112 acres to complement the entertainment district

LRF

- ★ Continue to work with partners and lobbyist on legislation for additional LRF in Vista area



Economic Development: Accomplishments

✿ Public/Private Partnership Opportunities:

- ✿ Recruitment, retention and expansion efforts focusing on Southridge and Columbia Gardens.
 - ✿ Phase 1: Contract awarded and work completed on site plan by the port. Contract awarded on construction of 3 buildings in Fall by the Port. Contract bid and work underway on streetscape by the city. Effluent treatment infrastructure will be completed as building construction allows.
 - ✿ Staff participated with Port on tenant interviews and Port Commissioners will approve tenants in December.
 - ✿ New businesses in Southridge (Original Pancake House, Taco Bell, etc.)
- ✿ Pursue Educational Partnership:
 - ✿ Announcement of partnership with Port, City and Columbia Basin College for a Culinary School.



Economic Development: Accomplishments, Cont.

- ✿ Major Project Planning:
 - ✿ Bridge to bridge master plan concept approved by council. Zoning plan overlay currently in process in partnership with the port.
 - ✿ Vista Field transportation plan approved by council and zoning overlay currently in process in partnership with the Port

- ✿ LRF:
 - ✿ Council approved a Vista LRF area.
 - ✿ Legislation approved, however currently there is not funding for additional applicants. Will continue to work with legislators and partners.



I want a well-maintained City whose infrastructure keeps pace with growth.



Infrastructure and Growth: Goals

Objective – Maintain Existing Infrastructure and Build New Infrastructure to Support Economic Development & Expansion

* Bob Olson Parkway:

- * Bob Olson Parkway bidding, final design and construction

* Comprehensive Plan update:

- * Continue work on Comprehensive plan for the 10 year update in 2017 that complements the future UGA expansion

* Pavement Preservation Program:

- * Provide recommendation for implementation of a sustainable funding program for pavement preservation and Ridgeline Interchange, to include partnering with neighboring agencies on a TBD



Infrastructure and Growth: Accomplishments

✿ Bob Olson Parkway:

- ✧ Contract awarded and construction began in Fall of 2016 for completion in Spring, 2017

✿ Comp Plan Update:

- ✧ Consultant began work in Spring of 2016 and work will be completed in the Summer of 2017. Consultant provided results in 2016 of the Industrial Land Analysis

✿ Pavement Preservation Program:

- ✧ Options for a potential dedicated funding source for pavement preservation will be discussed in the 2017/2018 biennium to provide sustainable funding and potential partnerships.



Infrastructure and Growth: Goals, cont.

Objective – Maintain Existing Infrastructure and Build New Infrastructure to Support Economic Development & Expansion

Water Rate Study:

- ★ Conduct study and provide recommendations to council in preparation for the 2017/2018 biennial budget

Sustainability program:

- ★ Identify current and potential sustainability practices in a single source document for council review
- ★ Continue to partner to PUD, MCEI and other partners as opportunities occur

Facilities Strategic Plan:

- ★ Provide recommendations for remodel of station #1 & rebuild station #3



Infrastructure and Growth: Accomplishments

- ✿ **Water/Sewer Rate Study:**
 - ✧ Water/Sewer rate study completed and council adopted recommendations in October for 2017/2018 implementation.
- ✿ **Sustainability program:**
 - ✧ Council reviewed sustainability program and policies. Final program will be incorporated into the 10 year comp plan and will be provided to council by the end of 2016.
- ✿ **Facilities Strategic Plan:**
 - ✧ During the 2017/2018 biennium, recommendations will be provided to council for potential bonding for remodel of station #1, rebuild of station #3, and funding for building station #6 that were all recommended in the facilities strategic plan and by the Blue Ribbon Committee at the end of 2014.



***I want to enjoy access to a variety of amenities
and opportunities in a safe environment.***



Quality of Life Goals

Objective – Maintain Parks, Provide for Diverse Recreation Programs and a Well Planned Community

✿ Expedited review process:

- ✿ Provide council with a recommendation for express permit fee charges
- ✿ Work with city departments on potential expansion of express process to include Tier 1 applications
- ✿ Work with Developers, HBA & other partners to continue providing flexibility and enhanced services

✿ Sign Code Compliance:

- ✿ Review recent case law and provide recommendations for potential code changes

✿ Columbia Park:

- ✿ Continue to work with the Corps of Engineers on conveyance of 60 acres of land in Columbia Park
- ✿ Continue to build relationships with the tribes
- ✿ Continue to work with Community Partners on other conveyance opportunities
- ✿ Continue to seek flexibility for limited commercial activity during conveyance period



Quality of Life: Accomplishments

✿ Expedited review process:

- ✿ Expedited review fee approved by council in 2016
- ✿ Tier 1 site plan expedited review process was implemented in 2016
- ✿ Commercial TI's & single family residential expedited review process continued in 2016
- ✿ Quarterly developer meetings held to discuss:
 - ✿ Express Permitting
 - ✿ Short Plat Code Revision
 - ✿ 10 Year Comprehensive Plan Update
 - ✿ Code and Process Updates
 - ✿ As-built Requirements
 - ✿ DPW Permit Template for Performance Bonds



Quality of Life: Accomplishments, cont.

* Sign Code Compliance:

- * Draft revisions of Title 18 to reflect changes in federal requirements will be presented to Council at December 13, 2016 workshop

* Conveyance:

- * Worked with Corps during 2016 on continuing limited commercial activities
- * Currently working with Corps on scoping meetings for recreational conveyance of 60+ acres
- * Met with new Colonel of the USACE, continuing to express city desire to partner on this project
- * Continue to support community partners on other conveyance opportunities



*I want a City government that is responsive,
responsible and fiscally accountable.*



Responsible Government: Goals

Objective – Provide Exceptional Public Service, Transparency and a Sustainable Future

IT Strategic Plan:

- ✧ Implement phase two improvements:
 - ✧ Replace City Website
 - ✧ Completion of GIS software
 - ✧ Migration to ESRI
 - ✧ Core Switch Upgrade
- ✧ Plan for 2017/2018 IT projects

Affordable Care Act:

- ✧ Educate Unions on the implications of the ACA
- ✧ Begin transition to Healthfirst 250
- ✧ Begin working with unions on renewal of 5 collective bargaining agreements

Public Records:

- ✧ Continue to monitor legal issues with public records and work with lobbyist to address city concerns in 2016

Leading The Way

We will provide excellent public service and ensure the safety and wellbeing of our community and one another through the empowerment of each employee. *We value...*

INTEGRITY...

INCLUSIVENESS...

STEWARDSHIP...

AND COMMUNICATION

We are accountable to our community for innovative and collaborative efforts that anticipate needs, leverage resources and deliver solutions.

Integrity: We hold ourselves to the highest standard of professionalism and ethical conduct.

Inclusiveness: We embrace diversity and value different perspectives as we work together for the common good.

Stewardship: We ensure the public's resources are used responsibly to provide the greatest benefit.

Communication: We will listen and engage in an open, honest and timely exchange of information.



Responsible Government, Accomplishments

✿ IT Strategic Plan:

- ✿ City website replaced 2016
- ✿ Completion of GIS software in 2016
- ✿ Migration to ESRI completed in 2016
- ✿ Core Switch Upgrade completed in 2016
- ✿ Plan for 2017/2018 IT projects proposed in biennial budget approved by council in November 2016



✿ Affordable Care Act:

- ✿ Worked throughout 2016 on ACA and transition with Unions
- ✿ Moved non-represented to Healthfirst 250 in January of 2016
- ✿ Began working with unions on renewal of 5 collective bargaining agreements

✿ Public Records:

- ✿ Staff continues to monitor legal issues with public records and work with lobbyist to address city concerns and modify procedures as appropriate



Responsible Government: Goals

Objective – Provide Exceptional Public Service, Transparency and a Sustainable Future

✿ Strategic Work Plans:

- ✿ Developed strategic work plans that are aligned with Council goals for Planning, Park & Recreation, Arts Commissions and Council Committees

✿ Communication:

- ✿ Weekly or Bi-Weekly Meetings with Mayor, Mayor Pro-Tem & Councilmembers as requested
- ✿ Monthly Leadership Team Reports to Council
- ✿ Periodic updates to organization on Implementation of the Strategic Plan
- ✿ Periodic Pending Litigation Updates to Council
- ✿ Enhance Various Partnerships in the Community
- ✿ Workplace Safety Updates & Recognition

✿ Sustainable Budget:

- ✿ Present a proposed 2017/2018 sustainable operating & capital budget to Council for consideration by November, 2016



Responsible Government, Accomplishments

Strategic Work Plans:

- ✧ Developed strategic work plans that were aligned with Council goals for Planning, Park & Recreation, Arts Commissions and Council Committees

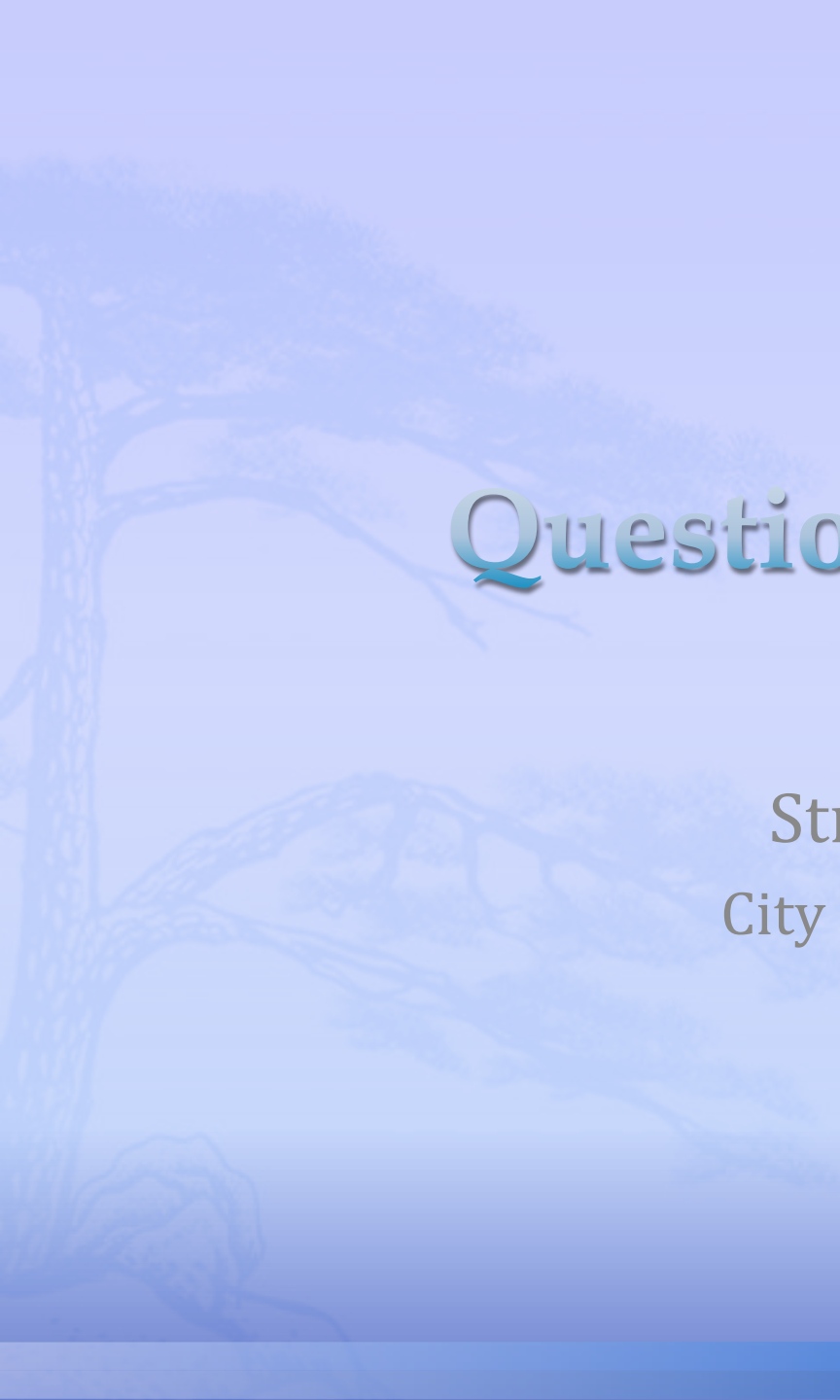
Communication:

- ✧ Continued Weekly or Bi-Weekly Meetings with Mayor, Mayor Pro-Tem & Councilmembers as requested
- ✧ Provided Leadership Team Reports to Council
- ✧ Provided periodic updates to organization on Implementation of the Strategic Plan and held department meetings with employees
- ✧ Provided Pending Litigation Updates to Council
- ✧ Continued to enhance various partnerships in the Community such as United Way, TRIOS, Port, Chamber, Visit-Tri-Cities, PFD, etc.
- ✧ Hired new Workplace Safety Coordinator and provided periodic updates. Held employee safety recognition banquet in February of 2016.

Sustainable Budget:

- ✧ Presented a proposed 2017/2018 sustainable operating & capital budget to Council for consideration on October 25th, which was approved on November 8, 2016.





Questions or Comments

Strategic Plan Implementation
City Manager 2016 Accomplishments





CITY OF KENNEWICK PERFORMANCE REVIEW

Employee Name:	Marie Mosley	Employee Number:	
Title:	City Manager	Review Type:	☒ Annual ☐ Probationary
Department:	City Manager's Office	Supervisor:	
Period Evaluated:	1/1/2016 – 12/31/2016	Length of Time Supervising Employee:	

2016 PAY-FOR-PERFORMANCE GOALS

Organizational Goals			
Goals	Weight	Measurement	Year-End Evaluation
Community Safety: <i>Criminal Justice Sales Tax Strategic Staffing Implementation</i>		Combat Gang Activity: - New Officers – Hire 4 Officers in 2016 - Resource availability and allocation: - Work with Finance Director to review activity of the new voter-approved criminal justice sales tax (CJST) within the CJST fund and provide status updates to council through leadership reports and recommendations on one-time resources available as well as sustainability of funds over the next 10-years to support positions funded through the program. - Support Additional Patrol Officers: - Hire Police Support Specialist in 2016 - Hire Prosecuting attorney to support increase in officers and new court requirements in 2016.	- Five new officers hired in 2016: - Steven Engel 1/16 - James Scott 5/1 - Seth Rosser 8/1 - Zachariah Moore 9/16 - Dennis Moore 10/1 Continue to fill vacant positions that arise due to attrition as retirements occur. - CJST receipts reported to council in leadership team reports. Updated the 10 year projections during the biennial budget process as recommendations were made to Council on funding of some one time programs with CJST that was in alignment with the intent of the funds. Recommendations for one-time use presented on an as needed basis through Budget and Administrative committee. Two recommendations included for funding in the 2017/2018 biennial budget: - Audio/Video Upgrade - Less Lethal Taser Replacement & Launcher Program (1) PSS: Gwen Stanley was hired on 1/16/2016 (2) Hired Prosecuting attorney to support increase in officers and new court requirements in 2016: Oliver Beatty on 5/23/2016.

Community Safety: <i>Implement Strategic Staffing & Deployment Model for the Fire Department</i>	Fire Station #5: 1. Ribbon Cutting for Fire Station 5 in Summer of 2016 2. Continue to review options for potential recommendations for placement of Fire Station 6 in the Hildebrand alignment area. 3. Work with Finance and Facilities staff to develop formal recommendation to council on the remodel and demo/rebuild of Fire Stations #1 and #3 as identified in the facilities master plan. 4. Three new Captains promoted to staff station 5 in Spring/Summer of 2016. 5. Proactive Fire Prevention Program a. Review re-inspection statistics for potential recommendation of fees during the 2017/2018 budget preparation period. 6. Work with Fire Chief on WSRB findings and recommendations to council. Enhance EMS Service & Provide a Sustainable Staffing Model (Ambulance cost of service): 1. Cost of service model in alignment with EMS operations – evaluate by summer of 2016 for the 2017/2018 biennium, reflecting the opening of station #5. 2. Implement second \$1 council approved increase Ambulance Utility Charge in 2016 to allow for a sustainable Fire Staffing & Deployment Model. 3. Evaluate ability to reduce W/S utility tax rate based on results of the LEOFF I long-term care study by 4th quarter 2016.	1. Grand opening and ribbon cutting for fire station 65 on August 22, 2016. Station was completed on time and under budget. 2. Negotiated with Roth property owners on Hildebrand site in summer of 2016. • Purchase and sale agreement with property owners taken to council in November. Property purchased at appraised value which was under the budgeted allocation. 3. During the 2017/2018 biennium, recommendations will be provided to council for potential bonding for remodel of station #1, rebuild of station #3, and funding for building station #6 that were all recommended in the facilities strategic plan and by the Blue Ribbon Committee at the end of 2014. 4. Promotional ceremony, Finley, Feather, and VanHorn. 5. Worked with council in September and codified a resection fee of \$250. 6. WSRB review conducted in September a report is forthcoming in the next 4-6 weeks. • Took 5 ½ hours versus 2 full days which it normally takes. Reviewer was very complementary to staff's preparation. 1. Ambulance Utility Cost of Service Study completed and results presented to Council in November. • Cost of service recommendations will be discussed in 2017/2018 2. Implemented \$1 in 2015 and second \$1 in 2016. 3. Actuary study completed in 2016 with recommendations in 2017/2018 biennium. Water/Sewer rate study completed in 2016 with council adopted recommendations
Community Safety: <i>Align the Code Enforcement Program to Achieve Council's Objectives and Priorities</i>	Implement Automated Code Enforcement System: 1. Continue to work on Phase 2 improvements to the code enforcement program in 2016.	1. Code enforcement moved under customer service and integrated into one-stop area. • Implemented Phase 1 & 2 system improvements • Office specialist recommended and approved in 2017/2018 budget to support code enforcement efforts.

Economic Development: <i>Economic Development Public/Private Partnership Opportunities</i>	1. Recruitment, Retention and Expansion efforts in two major opportunity centers in 2016: • Southridge • Columbia Gardens and Willows area 2. Complete the phase 1 partnership with the Port that results in redevelopment of the Columbia Drive property for a wine village and ancillary businesses by the end of 2016. Staff will outreach to a diversity of businesses with an emphasis on wine and craft brewing in 2016. 3. Pursue potential educational partnerships to create economic vitality in Kennewick. 4. Provide B2B Master plan development plan council consideration in 2016 which will serve as a model for vista. 5. Vista Field - Support the Port's master planning of the 112 acres at Vista Field to compliment the Entertainment District. Transportation plan will be reviewed and considered by council for adoption in 2016. 6. Continue to work with partners and lobbyist on the legislation to create an additional LRF in the Vista area.	1. Southridge: Staff has worked with several developers who expressed an interest in Southridge at the ICSC trade show. • Staff followed up with materials and took 3 developers through the opportunity centers in September. • Newest businesses in Southridge include Taco Bell and Original Pancake House 2. Phase 1: Contract awarded and work completed on site plan by the port. • Contract awarded on construction of 3 buildings in Fall by the Port. • Contract bid and work underway on streetscape by the city. • Effluent treatment infrastructure will be completed as building construction allows. • Staff conducted a "FAM" tour with breweries in February of 2016. • Staff participated with Port on tenant interviews and Port Commissioners will approve tenants in December. • City staff served on selection committee for the wineries desiring to be tenants in the wine village during October and December. 3. Announced a catalytic project in partnership with the port, city and CBC for the placement of a culinary institute in Kennewick in the willows area. 4. Plan was adopted October 7, 2015. Currently awaiting Port completion of Vista zoning plan to overlay on the bridge to bridge plan. 5. Master transportation plan presented to council on March 8, 2016. 6. Council approved a Vista LRF area. Legislation approved, however currently there is not funding for additional applicants. Will continue to work with legislators and partners.
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Economic Development: <i>Implementation of the Biennial Economic Development Marketing Plan</i>		1. Redesign of the city website to enhance site selector attraction and ease of use in locating critical information for potential builders and developers. 2. Work in partnership with TRIDEC to develop Kennewick specific outcomes and efforts in 2016. 3. Work as a leader on the TREC committee to secure a contract for the design of a way finding system to increase tourism in the Tri-Cities.	1. City website replaced in September of 2016. Economic Development pages updated and to provide more customer service enhancements and attraction information for developers and tourists. 2. Developed a pay for performance contract with specific deliverables for TRIDEC which has been tracked and billed to the City based on tangible outcomes. 3. Served as a member of the Strategic planning committee along with Technical committee (which includes city staff) to determine the appropriate placement and configuration of the wayfinding signage. Allocation was approved in 2017/2018 budget to begin the wayfinding project.
Infrastructure & Growth: <i>Tie Land Use & Infrastructure Planning to Achieve Council's Strategic Goals in our Opportunity Centers</i>		1. Hildebrand bidding once ROW acquisition or new design finalized in 2016. Construction begins in 2016. 2. Comprehensive plan update in 2016 with final completion in the first quarter of 2017. Work with Benton County to include policies which would allow for the annexation of area south of I-82. 3. Pavement Preservation Program – provide recommendation for implementation of a Sustainable Program in 2016 by working with neighboring jurisdictions on the potential of TBD.	1. Hildebrand: Contract awarded and construction began in Fall of 2016. 2. Consultant began work in Spring of 2016 and work will be completed in the Summer of 2017. Consultant provided results in 2016 of the Industrial Land Analysis. 3. Options for a potential dedicated funding source for pavement preservation will be discussed in the 2017/2018 biennium to provided sustainable funding and potential partnerships.

Infrastructure & Growth: <i>Strategic Funding & Implementation of the Sustainable Capital Plan</i>		1. Conduct Water Sewer Rate Review during 2016 to evaluate program priorities and provide recommendation to Council by November, 2016: a. Sewer Main Maintenance – evaluate feasibility of adding a crew & equipment to proactively maintain sewer mains, support water distribution repairs and provide recommendation by November, 2016 to implement during 2017. 2. Develop sustainability program for city with a focus on current practices: a. Identify current sustainability practices and formalize this program for recruitment and outreach. Present program to council by the end of 2nd quarter 2016. b. Continue to meet with potential partners such as the PUD, MCEI and others on opportunities to work in partnership.	1. Water/Sewer rate study completed and council adopted recommendations in October for 2017/2018 implementation. 2. Council reviewed sustainability program and policies. a. Final program will be incorporated into the 10 year comp plan and will be provided to council by the end of 2016. b. Staff continues to meet with PUD, MCEI and others to pursue partnership opportunities and to plan for future expansion to the UGA area south of I-82
Quality of Life: <i>Leverage Community Partnerships and Align our Service Delivery to Implement Council Goals and Priorities</i>		Library Services – continue to work with the Library District on operating costs & partner to reduce reliance on City funds. If there are potential recommendations for mitigation of costs to the city, provide those recommendations to council in 2016	Staff proposed that the library consider working on a voter approved measure to utilize the sunset of the levy fee for the library bond that will be paid off in 2016, for maintenance and operations. We will continue to work with them on solutions to rising maintenance costs shouldered by the city.
Quality of Life: <i>Prepare for Future Growth through Strategic Comprehensive Planning Efforts</i>		1. Begin 10-Year Comprehensive Plan Update 2. Enhanced Development Program: a. Develop potential Tier 1 expedited review process. 3. Recommend expedited fee schedule to council	1. Consultant began work in the Spring of 2016 and work will be completed in the Summer of 2017. Consultant provided results in 2016 of the Industrial Land Analysis. Will be completed in June of 2017. 2. Tier 1 site plan applications accepted by city in 2016 3. Expedited review fee approved by council in 2016 Quarterly developer meetings held to discuss: • Express Permitting • Short Plat Code Revision • 10 Year Comprehensive Plan Update • Code and Process Updates • As-built Requirements • DPW Permit Template for Performance Bonds

Responsible Government: <i>Implementation of a Comprehensive Customer Service Program that Provides for Increased Flexibility and Areas of Enhanced Service Delivery</i>		IT Strategic Plan –implement phase 2 improvements: - Replace City Website (2016) - Completion of GIS Software Migration to ESRI (2016) - Core Switch Upgrade (2016) Customer Service Support: - Continue to review options for automated meter reading program in conjunction with W/S Rate Review for a recommendation by November, 2016.	- City website replaced 2016 - Completion of GIS software - Migration to ESRI completed - Core Switch Upgrade completed - Plan for 2017/2018 IT projects proposed in biennial budget approved by council in November 2016 - Identified in Water/Sewer rate study for potential bonding in 2017/2018 biennial budget to move to an automated meter reading system.
<i>Infuse the City's Core Values into our Daily Work to Reinforce our Commitment to Transparency, Flexibility and Implement a Sustainable Operating & Capital Budget</i>		Affordable Care Act: Work with unions on movement to Healthfirst 250 plan due to elimination of Healthfirst plan in 2018. Public Records: Continue to monitor legal issues with public records and work with lobbyist to address city concerns in 2016.	- Worked throughout 2016 on ACA and transition with Unions - Moved non-represented to Healthfirst 250 in January of 2016 - Began working with unions on renewal of 5 collective bargaining agreements - Staff continues to monitor legal issues with public records and work with lobbyist to address city concerns in 2016
Workplace Safety:		- Provide periodic reports to Council in 2016 that include: - Number of workplace injuries - Cause of Injuries - Loss days due to injuries by department - Provide semi-annual updates to council including: - Safety performance measures - Indicators or trends, training updates and outcomes	- Hired new Workplace Safety Coordinator and provided periodic updates. - New Coordinator provided council with one formal presentation. - Will provide an end of the year update to council by the end of December. - Held employee safety recognition banquet in February of 2016.
Partnership with the USACE regarding Columbia Park:		Continue to work with Corps on conveyance of areas in Columbia Park 2016. Provide report to Council on progress achieved no later than October, 2016 Continue to seek flexibility for limited commercial use during conveyance period 2016. Provide report to Council by October, 2016 on the commercial activities that have occurred.	Worked with Corps during 2016 on continuing limited commercial activities - Currently working with Corps on scoping meetings for recreational conveyance of 60+ acres. - Met with new Colonel of the Corps, continuing to express city desire to partner on this project. - We have received approval to continue limited commercial activities as we work with the Corps on Recreational Conveyance. - Continue to support community partners on other conveyance opportunities.

Committee Work Programs to Achieve Council Goals & Priorities:		1. Develop a Strategic Work Plan for each of the committees that is aligned with Council goals by April, 2016 with target dates and report periodically to Council on how those targets have been achieved (monthly during committee meetings & quarterly to Council) a. Budget & Administrative b. Planning & Economic Development c. Infrastructure & Operations	1. Developed strategic work plans that were aligned with Council goals for Council Committees: a. Budget and Admin b. Infrastructure and Growth c. Planning & Economic Development
Boards & Commission Work Programs to Achieve Council Goals & Priorities:		1. Develop a Strategic Work Plan for (at least) the below boards & commissions that are aligned with Council goals by July, 2016 with target dates and report achievements to the Council each year: a. Planning Commission b. Park & Recreation Commission c. Arts Commission	1. Developed strategic work plans that were aligned with Council goals for: a. Planning Commission b. Park & Recreation Commission c. Arts Commission
Communication with Council		1. Provide regular Weekly or Bi-weekly meetings with the Mayor in 2016 (when appropriate) 2. Provide for the opportunity to have periodic meetings with Councilmembers (as requested) 3. Provide updates on Pending Litigation as necessary 4. Send Monthly Leadership Team Reports to Council 5. Send periodic updates to the organization in 2016	1. Continued Weekly or Bi-Weekly Meetings with Mayor, Mayor Pro-Tem 2. Met with Councilmembers as requested 3. Provided periodic Pending Litigation Updates to Council 4. Provided Leadership Team Reports to Council on a regular basis 5. Provided periodic updates to organization on Implementation of the Strategic Plan and held department meetings with employees
Business, Citizen, Community & Employee Involvement		1. Hold annual Employee Appreciation Luncheon in the Spring/Summer 2. Hold annual Employee Pancake Breakfast in the Fall 3. Provide for Annual Board & Commissions Recognition Dinner in 2016 4. Hold an annual Citizen Academy or semi-annual if demand exists 5. Hold annual safety awards luncheon with a focus on proactive safety measures that have occurred.	1. Employee luncheon held at Southridge Pavilion on 4/28/2016. 2. Employee pancake breakfast on 10/13/2016 3. Boards and Commissions Dinner on 11/10/2016 at Three Rivers Convention Center 4. Solicited for citizen's academy but only received 5 applications. Will reengage the public in 2017/2018 5. Annual Safety award luncheon 2/18/2016 at Canyon Lakes golf course clubhouse

Community Safety: <i>MATRICS Implementation</i>		Provide leadership for the City of Kennewick to the Steering Committee to move forward with consolidated dispatch system: 1. Establish an interlocal agreement that forms MATRIC by April, 2015 2. Establish the By-Laws and Articles of Incorporation for MATRICS by December, 2015 3. Hire an Executive Director for MATRICS by April, 2016 Work with consultant to implement MATRICS by December, 2016	Franklin County and Pasco are considering joining BCES dispatch system as a result of extensive review of alternative methods of service delivery. Recommendation and appropriate agreements will be developed and presented for consideration in 2017/2018.
Community Partnerships: <i>Port of Kennewick Strategic Project Implementation</i>		Continue to work with the Port of Kennewick to provide a partnership that implements the vision for our Community: 1. Completion of Columbia Drive Phase I project by December, 2016: a. Completion of Streetscape on Columbia Drive in conjunction with the Port completing 3 buildings no later than December, 2016 b. Implementation of Effluent Treatment System in conjunction with the Port completing 3 building no later than December, 2016	1. Phase 1: Contract awarded and work completed on site plan by the port. Contract awarded on construction of 3 buildings in Fall by the Port. - Contract bid and work underway on streetscape by the city. - Effluent treatment infrastructure will be completed as building construction allows. - Staff participated with Port on tenant interviews and Port Commissioners will approve tenants in December.
Community Partnerships: <i>Port of Kennewick Strategic Project Implementation</i>		1. Partnership on Vista Vision Project: a. Work with community partners on complementary vision for the Entertainment District & Vista Field b. Continue to work with PFD on potential bond issue and seek policy guidance from council in 2016. c. Continue to work with the State Legislature to provide an option to implement another LRF in Vista Field. Provide a report to Council by September, 2015	- Bridge to bridge master plan concept approved by council. Zoning plan overlay currently being completed by city and port. - Vista Field transportation plan approved by council and zoning overlay currently under completion by the Port - Worked with PFD on bond issue which was put to the vote of the citizens in August. - Council approved a Vista LRF area. - Legislation approved, however currently there is not funding for additional applicants. Will continue to work with legislators and partners.
Proactive Communication: <i>Meet Periodically with the Tri-City Herald Editorial Board</i>		In an effort to enhance our partnership with the Tri-City Herald Editorial Board: 1. Schedule quarterly meetings with Gregg McConnell to discuss accomplishments on major City projects in January, April, July & October	Enhanced partnership with the Editorial Board by meeting formally on two occasions: - February 3rd - July 6th Met informally with Gregg McConnell to discuss other opportunities including the status of the T/C Herald building and other topics of importance to the community.

2016 FOUNDATIONAL COMPETENCIES & CORE VALUES

We will provide excellent public service and ensure the safety and wellbeing of our community and one another through empowerment of each employee. We value ***Integrity, Inclusiveness, Stewardship*** and ***Communication***. We are accountable to our community for innovative and collaborative efforts that anticipate needs, leverage resources and deliver solutions.

Evaluation Criteria

Did Not Demonstrate Expected Competencies – Employee did not demonstrate one or more competencies at the expected level. Immediate and significant improvement is required during the next performance cycle. Ineligible for annual PFP increase.

Partially Demonstrated Expected Competencies – Employee substantially demonstrated all competencies but continued growth is expected in one or more areas during the next performance cycle.

Fully Demonstrated Expected Competencies – Employee consistently demonstrated all competencies at the expected level. Employee maintained a level of good, solid performance during the performance cycle.

STRATEGIC THINKING & ORGANIZATIONAL ALIGNMENT: Possess the ability to link long range vision and concepts to daily work; able to think conceptually and see the “big picture.” Understands the purpose of one’s job and how it fits into the organization as a whole. [Strategic Thinking]

EMPLOYEE:	I have worked on aligning Council Goals with staffing resources and overall City-wide priorities. I have developed a strategic workshop program that helps to keep our workshops focused on implementing strategic council goals and objectives. The Council committees have implemented strategic work programs based on Council goals, objectives and strategic Council workshops. We continue to work with the boards and commissions to implement strategic workplans that are aligned with council goals and priorities to assure staffing resources are aligned and the organization, boards, commissions and Council are all moving forward together to implement overall goals and priorities. It is important to continue to assure we are all moving forward together and to periodically reassess Council goals and priorities (which was done through workshops and the biennial budget process this year). Establishing and reassessing council overall goals and priorities will allow our resources to be allocated to the high priority projects and programs and will also help, as we implement our biennial budget, to appropriately allocate our budget resources to operational and capital priorities. We are focused on hiring and promoting the right people to be on our City team that will look at creative ways (within the legal constraints) to get things accomplished. Provided accomplishments in implementing our strategic plan during the December 13, 2016 workshop.
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SUPERVISOR:	
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LEADERSHIP: Takes an active role in promoting the development of an inspiring, relevant vision for the City. Influences others to share ownership of the City’s mission to create an ethical environment that delivers value for the community and fosters individual growth. [Initiative; Inclusiveness; Communication; Integrity; Progressiveness]

EMPLOYEE:	The Department Head Team is infusing the City’s core values into all aspects of our jobs (including hiring, promotions, evaluations, pay for performance, resource allocation, etc.). We are holding staff accountable to these core values and to achieving Council goals and priorities. I have been sending out updates to the organization on what we are doing to implement Council’s strategic plan and other priorities, so that the organization is aware of Council’s priorities and any changes that have occurred so we are moving forward together in alignment. I have also met in small groups with each of the divisions within the organization to discuss how we are progressing through the comprehensive plan update and biennial budget process as well as to answer any questions and seek feedback from the organization.
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SUPERVISOR:	
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PERSONAL TRAITS: Is aware of own strengths and limitations, has willingness to change, acts with integrity, has acceptable attendance and demonstrates an understanding of the City’s values and a commitment to the City’s mission. [Attendance; Dependability; Willingness to Improve; Integrity; Communication; Professionalism]

EMPLOYEE:	I am committed to our City's overall mission and core values. I continue working to demonstrate my commitment each day. We have a great leadership team with diverse experiences and expertise that make us a cohesive group that can discuss the best approaches to implement programs, policies and procedures that achieve council goals and priorities. I continue to review and evaluate how other organizations are succeeding and try to implement solutions to challenges the City of Kennewick faces based on experiences and successes from other agencies.
SUPERVISOR:	
LEARNING SYSTEMS: Effectively uses all experiences as opportunities to learn and grow as an individual and to translate that growth to the organization as a whole. [Willingness to grow professionally and/or academically; Adaptability; Stress Management]	
EMPLOYEE:	I continue to access resources and learn from others success. I work to implement policies and procedures that help us to be a better organization and to assure we are moving forward together in alignment with Council goals and priorities. I continually look at best practices that other organizations have implemented and learn how to implement those practices into the City of Kennewick. There are many organizations available to learn from (ICMA, AWC, MRSC, Community Partners, Local Professional Organizations, etc.) and I continue to try to capture experience and expertise from those organizations and our local partners. I have become a board member for Washington City & County Managers Association and continue to network and learn from other organizations.
SUPERVISOR:	
QUALITY MANAGEMENT: Creates and maintains a professional, high performing environment, delivering quality products and services against established standards. [Work Quality; Focus; Productivity; Effectiveness in position]	
EMPLOYEE:	We work to hire and promote the most qualified employees that are committed to the City's overall goals, objectives and core values. I continue to work with all staff to ensure we are the most effective organization and are working together to implement Council's priorities. I have set up small group meetings that allow discussion of the City's overall goals and priorities as well as receiving feedback to ensure the City is aligned with Council's overall goals and priorities. We have successfully implemented a pay for performance program for all non-contract employees. We continue to evaluate and modify this program to have availability to move through the salary range based on becoming more proficient and achieving expertise in the position. I continue to meet with our partners to make our community a better place and implement Council's priority programs.
SUPERVISOR:	
RELATIONSHIP MANAGEMENT: Possesses the ability to identify and develop positive relationships, internal and external to the City, to facilitate work efforts and gain support/cooperation. [Teamwork; Communication; Cooperation]	
EMPLOYEE:	I have worked on establishing relationships with our community partners and business community. We are working together as an organization to anticipate potential vulnerabilities and alleviate them before they occur. We have developed a business friendly environment for our builders and developers. We continue to work with our local and regional partners to utilize our resources most effectively for the betterment of our community. I have met with small groups in the organization to learn about their jobs and to hear from our employees their ideas and suggestions. I have also met with our union leadership to discuss overall goals and priorities and work in partnership to implement those priorities. I have worked on the relationships with developers by meeting periodically on several development projects. I meet frequently with the Port of Kennewick, the Corps of Engineers and other key partners in the community.
SUPERVISOR:	
TECHNICAL SKILLS: Develops and maintains the knowledge, skills and expertise to successfully carry out the City's mission. [Technical Skills; Technical Understanding]	

EMPLOYEE:	I continue to work on enhancing my knowledge, skills and expertise through training, networking and doing research to gain insight into how others have been successful. I meet with our local City Manager's quarterly to discuss regional priorities and network about effective ideas that have been implemented. The Department Head team meets weekly and continues to review and evaluate the Budgeting by Priorities model and our accomplishments toward implementation of the Council's goals and priorities. I have attended several training sessions and webinars.
SUPERVISOR:	

Overall Demonstration of Foundational Competencies/Core Values:

☐ Did Not Demonstrate Expected Competencies (Ineligible for Annual PFP Increase)	☐ Partially Demonstrated Expected Competencies	☐ Fully Demonstrated Expected Competencies
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YEAR-END EVALUATION SIGNATURES

Employee: _____

Date: _____

Mayor: _____

Date: _____

Mayor ProTem: _____

Date: _____

Employee and Supervisor retain electronic copies; HR receives original signed copy.



City Council Meeting Schedule February 2017

February 7, 2017
Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

February 14, 2017
Tuesday, 6:30 p.m.

WORKSHOP MEETING
1. Workplace Safety Update

February 21, 2017
Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

February 28, 2017
Tuesday, 6:30 p.m.

WORKSHOP MEETING
1. Committee Updates