



City Council Meeting Schedule December 2016

December 6, 2016
Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

December 13, 2016
Tuesday, 6:30 p.m.

WORKSHOP MEETING

1. TRIDEC Annual Update
2. City Manager's 2016 Accomplishments
3. Panhandling/Sign Code Update

December 20, 2016
Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

December 27, 2016
Tuesday, 6:30 p.m.

WORKSHOP MEETING - *CANCELLED*



12/06/16

CITY COUNCIL AGENDA

6:30 p.m.

1. CALL TO ORDER

Roll Call/Pledge of Allegiance/Welcome

HONORS & RECOGNITIONS

- Pacific Printing Industries – Print Rocks! Award
- Arts Commission 2015/2016 Awards
- Waste Water Treatment Plant Performance Award

2. APPROVAL OF AGENDA

3. CONSENT AGENDA

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

- a. Minutes of Regular Meeting of November 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.

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



12/06/16

CITY COUNCIL AGENDA

6:30 p.m.

- 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.

4. VISITORS

5. ORDINANCES/RESOLUTIONS

- a. Ordinance 5683: KMC 3.40 Funds
- b. Ordinance 5685: 2015/2016 Biennium Budget Adjustment
- c. Ordinance 5686: Zoning Code Amendment (ZOA) 16-05 Amending KMC 17.13, Short Plats

6. PUBLIC HEARINGS/MEETINGS

7. NEW BUSINESS

8. UNFINISHED BUSINESS

9. COUNCIL COMMENTS/DISCUSSION

10. ADJOURNMENT

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CITY OF KENNEWICK
CITY COUNCIL
Regular Meeting
November 15, 2016

1. CALL TO ORDER

Mayor Pro Tem Don Britain called the meeting to order at 6:30 pm.

City Council and Staff Present:

Mayor Pro Tem Don Britain	Cary Roe	Chris Guerrero
Matt Boehnke	Terri Wright	Trevor White
Greg Jones	Terry Walsh	Neil Hines
Bob Parks	Vince Beasley	Kevin Crowley
Marie Mosley	Ken Hohenberg	Tod Kreutz
Greg McCormick	Evelyn Lusignan	Mikal Barnett
Christina Palmer	Bruce Mills	Fire Department Personnel
Lisa Beaton	Jessica Foltz	

Excused absences: Mayor Steve Young, Council members Paul Parish and John Trumbo.

Fire Chief Vince Beasley led the Pledge of Allegiance.

HONORS & RECOGNITIONS

Fire Department 2016 Recognitions – Mayor Pro Tem Britain joined Fire Chief Beasley at the podium as he presented the 2016 Fire Department Recognitions.

Pancreatic Cancer Awareness Proclamation – Vickie Foltz joined Mayor Pro Tem Britain at the podium as he presented the proclamation.

2. APPROVAL OF AGENDA

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

3. APPROVAL OF CONSENT AGENDA

- a. Minutes of Regular Meeting of November 8, 2016.
- b. (1) Motion to approve Claims Roster for October 28, 2016.
(2) Claims Roster for Toyota Center Operations Account for September 2016.
(3) Claims Roster for Toyota Center Box Office Account for September 2016.
- c. Motion to approve Payroll Roster for October 31, 2016.
- d. Motion to authorize the Mayor to sign an agreement with Epic Land Solutions, Inc. to provide appraisal & acquisition services to purchase right-of-way & easements for the West Metaline Avenue Widening Project.
- e. Motion to authorize the Mayor to sign a letter to Lucky Bridge Casino which authorizes a penalty payment in the amount of \$1,930.35 in lieu of default provisions of the Settlement Agreement.
- f. Motion to approve the 2017 Tourism Promotion Area (TPA) Business and Marketing Plan.

Mr. Parks moved, seconded by Mr. Boehnke to approve the Consent Agenda. The motion passed unanimously.

4. VISITORS

In Favor of Uber

April May, 305 Thayer Dr, Richland
Jonathan Hopkins, 66 Bell St, Seattle
Robert Cronk, 6817 W. Kennewick Ave #3, Kennewick

5. ORDINANCE/RESOLUTIONS

- a. Ordinance 5680: Repealing & Recodifying KMC 6.44, Vehicles for Hire. Jessica Foltz, Assistant City Attorney reported.

ORDINANCE NO. 5680

AN ORDINANCE RELATING TO TAXICAB AND TRANSPORTATION NETWORK COMPANY CODE AND REPEALING AND RECODIFYING CHAPTER 6.44 OF THE KENNEWICK MUNICIPAL CODE

Mr. Jones moved, seconded by Mr. Parks to adopt Ordinance 5680. The motion passed unanimously.

- b. Ordinance 5681: Amending KMC 6.60.042, Security Systems. Jessica Foltz, Assistant City Attorney reported.

ORDINANCE NO. 5681

AN ORDINANCE RELATING TO SECURITY SYSTEMS AND AMENDING SECTION 6.60.042 OF THE KENNEWICK MUNICIPAL CODE

Mr. Parks moved, seconded by Mr. Boehnke to adopt Ordinance 5681. The motion passed 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. EXECUTIVE SESSION RCW 42.30.110(1)(i) – Potential Litigation - 15 minutes

Council went into executive session at 7:20 p.m. and returned at 7:35 p.m.

11. AJOURNMENT

Meeting was adjourned at 7:35 pm.

Terri L. Wright, CMC
City Clerk

Council Agenda Coversheet



Agenda Item Number	3.b.(1)	Council Date	12/06/2016
Agenda Item Type	General Business Item		
Subject	Claims Roster		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

Consent Agenda	<input checked="" type="checkbox"/>
Ordinance/Reso	<input type="checkbox"/>
Public Mtg / Hrg	<input type="checkbox"/>
Other	<input type="checkbox"/>
Quasi-Judicial	<input type="checkbox"/>

Recommendation

That Council approve the Claims Roster.

Motion for Consideration

I move to approve the Claims Roster dated November 11, 2016, in the amount of \$1,621,471.26, and comprised of check numbers 133167 through 133394.

Summary

The payments on this Claims Roster are comprised of the following issued 10/29/16 - 11/11/16:

Check numbers 133167 through 133394	\$1,621,471.26

Total	\$1,621,471.26

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

Alternatives

None.

Fiscal Impact

\$1,621,471.26.

Through	Lynne Brown Nov 17, 10:13:01 GMT-0800 2016
Dept Head Approval	Dan Legard Nov 17, 10:33:47 GMT-0800 2016
City Mgr Approval	Marie Mosley Nov 30, 19:26:45 GMT+0800 2016

Attachments:

Recording
Required?

**City of Kennewick
Claims Roster**

10/29/2016 - 11/11/2016

Accounting Period

2016

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
001 GENERAL FUND						
010 CITY COUNCIL						
133305	11/11/2016	08617	MID-COLUMBIA MASTERSINGERS	in	BOARDS/COMMISSIONS BANQUET	200.00
133363	11/11/2016	03699	TRI-CITY AREA CHAMBER OF COMMERC	in	NETWORK LUNCHEON	22.00
133366	11/11/2016	03736	TRIDEC	in	TRIDEC LUNCHEONS	45.00
Total amount by Department						\$ 267.00
020 CITY MANAGER						
133377	11/11/2016	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	83.90
Total amount by Department						\$ 83.90
032 SUPPORT SERVICES-FINANCE						
133233	11/11/2016	02481	CI INFORMATION MANAGEMENT CI SUP	in	ONSITE SHRED-FINANCE	16.83
Total amount by Department						\$ 16.83
033 SUPPORT SERVICES-PURCHASING						
133204	11/11/2016	01568	ATOMIC SCREEN PRINT & EMBROIDERY	in	PERSONALIZATION	10.59
Total amount by Department						\$ 10.59
034 SUPPORT SERVICES - INFO SYSTEMS						
133206	11/11/2016	07494	BARADA JOHN	in	TRAVEL EXPENSES	277.40
133241	11/11/2016	03344	CONSOLIDATED TECHNOLOGY SVCS	in	SCAN CHARGES	340.20
133259	11/11/2016	05471	FRONTIER COMMUNICATIONS NW INC	in	SWIM POOL PAY PHONE	73.90
133259	11/11/2016	05471	FRONTIER COMMUNICATIONS NW INC	in	PHONE LINE SERVICE	74.22
133276	11/11/2016	04807	INFOR PUBLIC SECTOR INC	in	HANSEN 2017 ANNUAL MAINTENACE	56,319.03
133306	11/11/2016	08210	MOBILEGUARD INC	in	NET GUARD	570.00
133330	11/11/2016	01817	RADIO SERVICE COMPANY INC	in	SITE RENTAL CHARGES	150.00
133354	11/11/2016	00008	TELCO WIRING & REPAIR INC	in	BROADBAND SERVICE	2,965.00
133377	11/11/2016	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	724.20
Total amount by Department						\$ 61,493.95
035 SUPPORT SERVICES-CUSTOMER SERVICE						
133243	11/11/2016	03530	DATAPROSE INC	in	OCT MAILING SERVICE	6,043.64
133275	11/11/2016	00006	IMPREST PETTY CASH FUND	in	PETTY CASH FUND	4.24
133317	11/11/2016	04458	OFFICE MAX CONTRACT INC.	in	OFFICE SUPPLIES	54.29
133371	11/11/2016	01298	U S POSTAL SERVICE (NEOPOST POSTAG	in	POSTAGE FOR CITY HALL POSTAGE METI	4,000.00
133385	11/11/2016	04479	WEBCHECK INC	in	LIEN SERVICE FEES	1,407.46
Total amount by Department						\$ 11,509.63
041 CITY CLERK						

City of Kennewick

Claims Roster

10/29/2016 - 11/11/2016

Accounting Period

2016

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
133195	11/11/2016	00730	ADVANCE TRAVEL EXPENSE	in	REIMBURSE ADVANCE TRAVEL	254.00
133364	11/11/2016	00172	TRI-CITY HERALD LEGALS - 450496	in	PUBLICATION	76.63
Total amount by Department						\$ 330.63
042 LEGAL SERVICES						
133213	11/11/2016	00798	BENTON COUNTY CLERK	in	TARVER	240.00
133278	11/11/2016	05158	INSIDE TRADER LLC CARTRIDGE WORLI	in	4 PRINTER CARTRIDGES	352.91
133329	11/11/2016	03467	PRONTO PROCESS SERVICE, INC	in	OCTOBER MESSENGER SERVICE	40.00
133377	11/11/2016	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	755.40
Total amount by Department						\$ 1,388.31
061 CODE ENFORCEMENT						
133198	11/11/2016	05911	AMERICAN BUILDING MAINTENANCE	in	BOARD-UP-410 S ANDERSON	323.57
133198	11/11/2016	05911	AMERICAN BUILDING MAINTENANCE	in	BOARD UP-754 E 4TH AVE	331.23
133198	11/11/2016	05911	AMERICAN BUILDING MAINTENANCE	in	BOARD-UP-203 S YOUNG PL	81.45
133258	11/11/2016	05716	FLEETMatics USA, LLC	in	VEHICLE TRACKING	65.16
133274	11/11/2016	02591	I C C - INTERNATIONAL CODE COUNCIL	in	C.O E. CERTIFICATION	50.00
133317	11/11/2016	04458	OFFICE MAX CONTRACT INC.	in	OFFICE SUPPLIES	46.86
133377	11/11/2016	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	139.86
Total amount by Department						\$ 1,038.13
062 LONG RANGE PLANNING						
133195	11/11/2016	00730	ADVANCE TRAVEL EXPENSE	in	REIMBURSE ADVANCE TRAVEL	1,127.34
133275	11/11/2016	00006	IMPREST PETTY CASH FUND	in	PETTY CASH FUND	44.26
133280	11/11/2016	05850	JAMES M DRISCOLL PS	in	HEARING EXAMINER	1,120.00
133364	11/11/2016	00172	TRI-CITY HERALD LEGALS - 450496	in	LEGAL PUBLICATION-NOPH ZOA 16-05	64.27
133377	11/11/2016	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	40.01
Total amount by Department						\$ 2,395.88
063 ECONOMIC & BUSINESS DEVELOPMENT						
133363	11/11/2016	03699	TRI-CITY AREA CHAMBER OF COMMERC	in	NETWORK LUNCHEON	44.00
133366	11/11/2016	03736	TRIDEC	in	TRIDEC LUNCHEONS	90.00
133377	11/11/2016	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	48.55
Total amount by Department						\$ 182.55
071 POLICE DEPT. - ADMINISTRATION						
133201	11/11/2016	00501	APOLLO, INC. CITY CONTRACTS	in	REPAIR/MAINT OF EQUIPMENT	120.43
133233	11/11/2016	02481	CI INFORMATION MANAGEMENT CI SUP	in	DOCUMENT SHREDDING	253.47
133251	11/11/2016	04866	EVCO SOUND & ELECTRONICS	in	SECURITY CAMERAS REPAIRS	627.71
133251	11/11/2016	04866	EVCO SOUND & ELECTRONICS	in	DVTEL SYSTEM REPAIRS	649.43

City of Kennewick

Claims Roster

10/29/2016 - 11/11/2016

Accounting Period

2016

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
133372	11/11/2016	04764	UNITED PARCEL SERVICE	in	SHIPPING	18.35
Total amount by Department						\$ 1,669.39
072 POLICE DEPT.- CRIMINAL INVESTIGATION						
133214	11/11/2016	03331	BENTON COUNTY DISTRICT COURT	in	WEAPONS FORFEITURE #16-30867	83.00
133292	11/11/2016	00191	L E I R A	in	PUBLIC DISCLOSURE TRAINING	50.00
133302	11/11/2016	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
133302	11/11/2016	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
133302	11/11/2016	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
133302	11/11/2016	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
133302	11/11/2016	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
133302	11/11/2016	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
133302	11/11/2016	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
133302	11/11/2016	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
133316	11/11/2016	04055	NET TRANSCRIPTS INC	in	TRANSCRIPTS - CASE #16-13440	167.26
133316	11/11/2016	04055	NET TRANSCRIPTS INC	in	TRANSCRIPTS	7.96
133316	11/11/2016	04055	NET TRANSCRIPTS INC	in	TRANSCRIPTS	99.50
133359	11/11/2016	07228	TRANSUNION RISK ALTERNATIVE DATA	in	PEOPLE REARCH	111.50
Total amount by Department						\$ 898.97
073 POLICE DEPT. - PATROL						
133204	11/11/2016	01568	ATOMIC SCREEN PRINT & EMBROIDERY	in	EMBROIDERY	21.72
133302	11/11/2016	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
133302	11/11/2016	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
133302	11/11/2016	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
133302	11/11/2016	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
133302	11/11/2016	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
133302	11/11/2016	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
133302	11/11/2016	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
133302	11/11/2016	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
133302	11/11/2016	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
133302	11/11/2016	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
133302	11/11/2016	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
133302	11/11/2016	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
133302	11/11/2016	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
133302	11/11/2016	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
133331	11/11/2016	00957	RANCH & HOME INC	in	K-9 SUPPLIES	119.44
133343	11/11/2016	00201	SOOK'S TAILOR SHOP	in	UNIFORM TAILOR	154.21
133352	11/11/2016	08354	SURPLUS AMMO & ARMS, LLC	in	SWAT SUPPLIES	6,689.33
133377	11/11/2016	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	2,061.16
133379	11/11/2016	03997	VISTA VETERINARY HOSPITAL INC	in	K-9 MEDICAL CARE - AXEL	114.03
133379	11/11/2016	03997	VISTA VETERINARY HOSPITAL INC	in	K-9 MEDICAL	91.65

City of Kennewick

Claims Roster

10/29/2016 - 11/11/2016

Accounting Period

2016

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
133379	11/11/2016	03997	VISTA VETERINARY HOSPITAL INC	in	K-9 MEDICAL CARE	128.96
Total amount by Department						\$ 9,977.25
074 POLICE DEPT. - STAFF SERVICES						
133222	11/11/2016	05823	BLUMENTHAL UNIFORM & EQUIPMENT	in	PSS UNIFORM SHIRTS	90.42
133222	11/11/2016	05823	BLUMENTHAL UNIFORM & EQUIPMENT	in	PSS UNIFORM SHIRTS	30.56
133347	11/11/2016	02536	STAPLES BUSINESS ADVANTAGE STAPLE	in	OFFICE SUPPLIES	846.05
133347	11/11/2016	02536	STAPLES BUSINESS ADVANTAGE STAPLE	in	OFFICE SUPPLIES	206.29
133347	11/11/2016	02536	STAPLES BUSINESS ADVANTAGE STAPLE	in	OFFICE SUPPLIES	297.98
133347	11/11/2016	02536	STAPLES BUSINESS ADVANTAGE STAPLE	in	OFFICE SUPPLIES	47.01
133347	11/11/2016	02536	STAPLES BUSINESS ADVANTAGE STAPLE	in	OFFICE SUPPLIES	53.82
133347	11/11/2016	02536	STAPLES BUSINESS ADVANTAGE STAPLE	in	OFFICE SUPPLIES	58.73
133347	11/11/2016	02536	STAPLES BUSINESS ADVANTAGE STAPLE	in	OFFICE SUPPLIES	307.14
133347	11/11/2016	02536	STAPLES BUSINESS ADVANTAGE STAPLE	in	OFFICE SUPPLIES	356.70
Total amount by Department						\$ 2,294.70
075 POLICE DEPT. - INTERGOVERNMENTAL						
133216	11/11/2016	03000	BENTON COUNTY SHERIFF	in	CUSTODY/WORK CREW/MEDICAL	15,984.08
133377	11/11/2016	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	2,061.35
Total amount by Department						\$ 18,045.43
076 POLICE DEPT - PROFESSIONAL STANDARDS						
133221	11/11/2016	00084	BENTON PUD NO. 1	in	WATER BOOSTERS	19.53
133222	11/11/2016	05823	BLUMENTHAL UNIFORM & EQUIPMENT	in	MOTORCYCLE WINGS EMBLEM	29.32
133222	11/11/2016	05823	BLUMENTHAL UNIFORM & EQUIPMENT	in	QUARTERMASTER - QUINONES	65.12
133235	11/11/2016	04542	COCA-COLA BOTTLING COMPANY OF TR	in	OPERATING SUPPLIES	120.00
133260	11/11/2016	03824	GALLS AN ARAMARK CO LLC	in	QUARTERMASTER SUPPLIES	111.04
Total amount by Department						\$ 345.01
081 FIRE DEPT. - ADMINISTRATION						
133195	11/11/2016	00730	ADVANCE TRAVEL EXPENSE	in	REIMBURSE ADVANCE TRAVEL	127.50
133233	11/11/2016	02481	CI INFORMATION MANAGEMENT CI SUP	in	ONSITE SHRED SERVICE	84.15
133264	11/11/2016	01775	GRAINGER	in	CREEPER & VISE - STATION 5	112.81
133310	11/11/2016	06624	MOUNT'S LOCK, KEY & ENGRAVING INC	in	LOCKER LOCKS - STATION 3	85.53
133324	11/11/2016	01459	PASCO KENNEWICK ROTARY CLUB	in	ROTARY DUES-SPIER	90.00
133331	11/11/2016	00957	RANCH & HOME INC	in	PROPANE - STATION 3	8.33
133372	11/11/2016	04764	UNITED PARCEL SERVICE	in	SHIPPING	13.21
Total amount by Department						\$ 521.53
082 FIRE DEPT. - SUPPRESSION						

City of Kennewick

Claims Roster

10/29/2016 - 11/11/2016

Accounting Period

2016

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
133191	11/11/2016	00552	10TH AVENUE CLEANERS	in	UNIFORM SHIRT CLEAN/REPAIR	6.52
133191	11/11/2016	00552	10TH AVENUE CLEANERS	in	SEW PATCHES & CLEAN UNIFORM	14.53
133191	11/11/2016	00552	10TH AVENUE CLEANERS	in	SEW PATCHES (HANBY)	13.03
133191	11/11/2016	00552	10TH AVENUE CLEANERS	in	SEW PATCHES	3.26
133191	11/11/2016	00552	10TH AVENUE CLEANERS	in	SEW PATCHES (BISHOP)	9.78
133191	11/11/2016	00552	10TH AVENUE CLEANERS	in	SEW PATCHES (B. CARTER)	13.03
133191	11/11/2016	00552	10TH AVENUE CLEANERS	in	SEW PATCHES (ARMEY)	13.03
133191	11/11/2016	00552	10TH AVENUE CLEANERS	in	SEW PATCHES (C. WEBB)	29.32
133191	11/11/2016	00552	10TH AVENUE CLEANERS	in	HEM PANTS (COATS)	5.43
133191	11/11/2016	00552	10TH AVENUE CLEANERS	in	SEW PATCHES (ARMEY)	6.52
133191	11/11/2016	00552	10TH AVENUE CLEANERS	in	UNIFORM ALTERATIONS	35.44
133191	11/11/2016	00552	10TH AVENUE CLEANERS	in	SEW PATCHES (JACKETS - 13)	49.42
133191	11/11/2016	00552	10TH AVENUE CLEANERS	in	JACKET ALTERATIONS	7.60
133191	11/11/2016	00552	10TH AVENUE CLEANERS	in	SEW PATCHES (ELLIS)	9.78
133191	11/11/2016	00552	10TH AVENUE CLEANERS	in	SEW PATCHES (JACKETS - 9)	34.21
133191	11/11/2016	00552	10TH AVENUE CLEANERS	in	SEW PATCHES (JACKETS - 3)	11.41
133191	11/11/2016	00552	10TH AVENUE CLEANERS	in	SEW PATCHES (JACKETS - 2)	7.60
133191	11/11/2016	00552	10TH AVENUE CLEANERS	in	SEW PATCHES (JACKETS - 2)	7.60
133215	11/11/2016	00044	BENTON COUNTY FIRE DISTRICT #1	in	TRAINING REGISTRATIONS	6,855.76
133222	11/11/2016	05823	BLUMENTHAL UNIFORM & EQUIPMENT	in	SOFT SHELL JACKET	43.67
133264	11/11/2016	01775	GRAINGER	in	CREEPER & VISE - STATION 5	31.02
133273	11/11/2016	00914	HUTSELL, CHRIS	in	IMT MILEAGE-SNAKE RIVER FIRE	1,091.98
133282	11/11/2016	03363	JIM'S PACIFIC GARAGES INC	in	TIRE MONITORING	5,600.63
133293	11/11/2016	04244	L N CURTIS & SONS	in	AIR BAG REMOTE PLACEMENT	8,145.00
133310	11/11/2016	06624	MOUNT'S LOCK, KEY & ENGRAVING INC	in	ON ACCOUNT CREDIT	-26.07
133331	11/11/2016	00957	RANCH & HOME INC	in	BOOT DRESSING	15.71
133343	11/11/2016	00201	SOOK'S TAILOR SHOP	in	UNIFORM ALTERATIONS	82.54
133372	11/11/2016	04764	UNITED PARCEL SERVICE	in	SHIPPING	319.62
133373	11/11/2016	05807	UPTOWN CLEANERS	in	2016 LAUNDRY SERVICES	48.33
133373	11/11/2016	05807	UPTOWN CLEANERS	in	2016 LAUNDRY SERVICES	67.06
133373	11/11/2016	05807	UPTOWN CLEANERS	in	2016 LAUNDRY SERVICES	172.13
133373	11/11/2016	05807	UPTOWN CLEANERS	in	2016 LAUNDRY SERVICES	45.88
133373	11/11/2016	05807	UPTOWN CLEANERS	in	2016 LAUNDRY SERVICES	49.95
133373	11/11/2016	05807	UPTOWN CLEANERS	in	2016 LAUNDRY SERVICES	38.82
133373	11/11/2016	05807	UPTOWN CLEANERS	in	2016 LAUNDRY SERVICES	57.29
133373	11/11/2016	05807	UPTOWN CLEANERS	in	2016 LAUNDRY SERVICES	47.10
133373	11/11/2016	05807	UPTOWN CLEANERS	in	2016 LAUNDRY SERVICES	49.01

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133377	11/11/2016	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	1,013.92
133383	11/11/2016	01033	WASHINGTON STATE PATROL	in	HOUSING FOR PUMP ACADEMY	240.00
Total amount by Department						\$ 24,266.86
090 ENGINEERING						
133195	11/11/2016	00730	ADVANCE TRAVEL EXPENSE	in	REIMBURSE ADVANCE TRAVEL	318.70
133217	11/11/2016	00014	BENTON COUNTY TREASURER	in	44 IMAGES	7.00
133307	11/11/2016	08370	MODERN OFFICE EQUIPMENT, INC	in	PLOTTER REPAIR	1,237.82
133311	11/11/2016	02438	MRSC ROSTERS	in	WOODARD/HUMMEL	140.00
133312	11/11/2016	03962	MUNICIPAL SVCS PETTY CASH	in	PETTY CASH	15.00
133377	11/11/2016	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	434.24
Total amount by Department						\$ 2,152.76
101 CORPORATE & COMMUNITY SERVICES						
133269	11/11/2016	04842	HERNDON RECOGNITION COMPANY	in	EMPLOYEE SERVICE AWARDS	93.40
133275	11/11/2016	00006	IMPREST PETTY CASH FUND	in	PETTY CASH FUND	107.00
133315	11/11/2016	01030	NAVIA BENEFIT SOLUTIONS	in	FLEX PLAN SERVICES	319.55
133323	11/11/2016	00708	PARK & RECREATION DEPT	in	PETTY CASH FUND	-4.89
133366	11/11/2016	03736	TRIDEC	in	TRIDEC LUNCHEONS	45.00
133377	11/11/2016	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	48.55
Total amount by Department						\$ 608.61
113 PARKS DEPT.-RECREATION SERVICES						
133168	10/31/2016	00400	SKYHAWKS SPORTS ACADEMY	in	SPORTS CAMPS	11,251.00
133177	11/03/2016	08586	BOLIN CHERYL	in	TRAVEL EXPENSES	695.54
133204	11/11/2016	01568	ATOMIC SCREEN PRINT & EMBROIDERY	in	SUPER SOCCER STARZ T-SHIRTS	13.79
133204	11/11/2016	01568	ATOMIC SCREEN PRINT & EMBROIDERY	in	SOUTH SOFTBALL JERSEYS	249.07
133204	11/11/2016	01568	ATOMIC SCREEN PRINT & EMBROIDERY	in	SOUTH SOFTBALL T-SHIRTS	109.14
133204	11/11/2016	01568	ATOMIC SCREEN PRINT & EMBROIDERY	in	SWIM TEAM T-SHIRTS	325.80
133229	11/11/2016	06102	CCR-TRI-CITIES III LLC	in	HARVEST BAZAAR MARKETING	758.00
133232	11/11/2016	06463	CHALLENGER SPORTS CORP	in	FIRST KICKS	1,872.00
133232	11/11/2016	06463	CHALLENGER SPORTS CORP	in	2016 BRITISH SOCCER CAMP	1,092.00
133314	11/11/2016	08438	NAPIER IAN	in	MILEAGE REIMBURSEMENT	66.91
133340	11/11/2016	07253	SENIOR CENTER PETTY CASH	in	PETTY CASH FUND	7.94
133360	11/11/2016	03358	TRI-CITIES UMPIRE ASSOCIATION	in	FALL CO-ED UMPIRING SERVICES	1,176.00
133360	11/11/2016	03358	TRI-CITIES UMPIRE ASSOCIATION	in	FALL CO-ED UMPIRING	1,204.00
133363	11/11/2016	03699	TRI-CITY AREA CHAMBER OF COMMERC	in	NETWORK LUNCHEON	44.00
133366	11/11/2016	03736	TRIDEC	in	TRIDEC LUNCHEONS	45.00
133370	11/11/2016	03883	U R M CASH & CARRY	in	SENIOR CENTER SUPPLIES	72.17

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133374	11/11/2016	03564	US LINEN AND UNIFORM	in	TABLE CLOTHS	32.58
133377	11/11/2016	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	122.60
Total amount by Department						\$ 19,137.54
114 PARKS DEPT.-FACILITIES MAINT.						
133198	11/11/2016	05911	AMERICAN BUILDING MAINTENANCE	in	JANITORIAL SVC	7,052.62
133204	11/11/2016	01568	ATOMIC SCREEN PRINT & EMBROIDERY	in	PERSONALIZATION	10.59
133204	11/11/2016	01568	ATOMIC SCREEN PRINT & EMBROIDERY	in	PERSONALIZATION	10.59
133204	11/11/2016	01568	ATOMIC SCREEN PRINT & EMBROIDERY	in	PERSONALIZATION	10.59
133204	11/11/2016	01568	ATOMIC SCREEN PRINT & EMBROIDERY	in	PERSONALIZATION	10.59
133204	11/11/2016	01568	ATOMIC SCREEN PRINT & EMBROIDERY	in	PERSONALIZATION	10.59
133204	11/11/2016	01568	ATOMIC SCREEN PRINT & EMBROIDERY	in	PERSONALIZATION	10.59
133204	11/11/2016	01568	ATOMIC SCREEN PRINT & EMBROIDERY	in	PERSONALIZATION	10.59
133211	11/11/2016	06303	BEDROCK SPECIALTY STONE PRODUCTS	in	LANDSCAPE ROCK	126.55
133212	11/11/2016	00384	BENNETT RENTALS	in	SOD CUTTER	57.02
133221	11/11/2016	00084	BENTON PUD NO. 1	in	ELECTRICITY	22.87
133221	11/11/2016	00084	BENTON PUD NO. 1	in	CITY FACILITIES	12,752.91
133221	11/11/2016	00084	BENTON PUD NO. 1	in	ELECTRICITY	15.40
133221	11/11/2016	00084	BENTON PUD NO. 1	in	CITY PARKS	267.47
133221	11/11/2016	00084	BENTON PUD NO. 1	in	CITY PARKS	8,123.95
133221	11/11/2016	00084	BENTON PUD NO. 1	in	COLUMBIA PARK	1,727.86
133221	11/11/2016	00084	BENTON PUD NO. 1	in	COLUMBIA PARK	120.94
133221	11/11/2016	00084	BENTON PUD NO. 1	in	ELECTRICITY	2,936.78
133221	11/11/2016	00084	BENTON PUD NO. 1	in	ELECTRICITY	15.75
133221	11/11/2016	00084	BENTON PUD NO. 1	in	ELECTRICITY	287.20
133225	11/11/2016	00749	BUILDERS HARDWARE & SUPPLY CO	in	COMBINATED CORES	627.71
133228	11/11/2016	00083	CASCADE NATURAL GAS	in	GAS SERVICE	3,315.48
133264	11/11/2016	01775	GRAINGER	in	JIGSAW POD PROJECT	243.79
133288	11/11/2016	00078	KENNEWICK INDUSTRIAL & ELEC	in	FITTINGS FOR WINTERIZING	14.88
133288	11/11/2016	00078	KENNEWICK INDUSTRIAL & ELEC	in	WATER LINE REPAIR	53.18
133297	11/11/2016	03154	M & M BOLT COMPANY, LLC	in	MOWER REPAIR	3.15
133309	11/11/2016	05112	MOON SECURITY SERVICES, INC	in	CITY HALL FIRE MONITORING	38.00
133309	11/11/2016	05112	MOON SECURITY SERVICES, INC	in	KPD SECURITY	65.00
133309	11/11/2016	05112	MOON SECURITY SERVICES, INC	in	FROST-FIRE MONITORING	35.00
133309	11/11/2016	05112	MOON SECURITY SERVICES, INC	in	SOUTHTRIDGE SECURITY	38.00
133309	11/11/2016	05112	MOON SECURITY SERVICES, INC	in	FIRE MONITORING	38.00
133312	11/11/2016	03962	MUNICIPAL SVCS PETTY CASH	in	PETTY CASH	30.00
133323	11/11/2016	00708	PARK & RECREATION DEPT	in	PETTY CASH FUND	7.60
133331	11/11/2016	00957	RANCH & HOME INC	in	LEAF VAC TRUCK	87.46

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133350	11/11/2016	08621	SUPERIOR GLASS LLC	in	KPD DOOR	76.02
133357	11/11/2016	05945	THYSSENKRUPP ELEVATOR CORP	in	ELEVATOR MAINTENANCE	44.26
133377	11/11/2016	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	605.69
133382	11/11/2016	01035	WASHINGTON HARDWARE AND FURNITU	in	AIR LINE REPAIR	13.51
133382	11/11/2016	01035	WASHINGTON HARDWARE AND FURNITU	in	BRUSH FOR COBWEBS	8.68
133382	11/11/2016	01035	WASHINGTON HARDWARE AND FURNITU	in	ZIP TIES FOR BANNERS	10.85
133382	11/11/2016	01035	WASHINGTON HARDWARE AND FURNITU	in	WALL ANCHORS	8.74
133382	11/11/2016	01035	WASHINGTON HARDWARE AND FURNITU	in	MOUSE TRAPS	6.45
133382	11/11/2016	01035	WASHINGTON HARDWARE AND FURNITU	in	SCREWS	16.02
Total amount by Department						\$ 38,958.33
120 NON-DEPARTMENTAL						
133198	11/11/2016	05911	AMERICAN BUILDING MAINTENANCE	in	JANITORIAL SVC	3,520.38
133220	11/11/2016	03095	BENTON FRANKLIN HUMAN SERVICES	in	LIQUOR TAXES & PROFITS	5,295.55
133221	11/11/2016	00084	BENTON PUD NO. 1	in	CITY FACILITIES	4,157.46
133271	11/11/2016	00769	HISTORIC DOWNTOWN KENNEWICK PAF	in	HDKP BANQUET	320.00
133301	11/11/2016	08208	MCBRIDE PUBLIC AFFAIRS LLC THOMAS	in	LOBBYIST EXPENSES	4,000.00
133309	11/11/2016	05112	MOON SECURITY SERVICES, INC	in	MCL-FIRE MONITORING	38.00
133393	11/11/2016	08620	XPROI THE DANCE MACHINE	in	AV SERVICES-10 18 16	217.20
Total amount by Department						\$ 17,548.59
Total amount by Fund						\$ 215,142.37
101 STREET FUND						
010 STREETS						
133202	11/11/2016	02181	ARROW CONSTRUCTION SUPPLY INC	in	CRAFCO PATCHER	1,520.40
133204	11/11/2016	01568	ATOMIC SCREEN PRINT & EMBROIDERY	in	PERSONALIZATION	10.59
133204	11/11/2016	01568	ATOMIC SCREEN PRINT & EMBROIDERY	in	PERSONALIZATION	10.59
133264	11/11/2016	01775	GRAINGER	in	HEADLAMPS	103.04
133287	11/11/2016	05148	KELLEY'S TELE-COMMUNICATIONS	in	TELE ANS SVC	37.78
133331	11/11/2016	00957	RANCH & HOME INC	in	FLASHLIGHTS FOR TRUCKS	153.05
133331	11/11/2016	00957	RANCH & HOME INC	in	SAW AND BATTERY	238.90
133358	11/11/2016	00367	TRAFFIC SAFETY SUPPLY CO INC	in	TRAFFIC CONTROL BOARDS	10,899.54
133365	11/11/2016	06270	TRI-CITY SIGN & BARRICADE CONSTRU	in	MARKING PAINT/TAPE	337.42
133377	11/11/2016	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	101.50
Total amount by Department						\$ 13,412.81
020 TRAFFIC						
133204	11/11/2016	01568	ATOMIC SCREEN PRINT & EMBROIDERY	in	PERSONALIZATION	10.59

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133221	11/11/2016	00084	BENTON PUD NO. 1	in FLASHERS	237.03
133221	11/11/2016	00084	BENTON PUD NO. 1	in ELECTRICITY	169.27
133221	11/11/2016	00084	BENTON PUD NO. 1	in STREET LIGHTS	16,364.23
133221	11/11/2016	00084	BENTON PUD NO. 1	in ELECTRICITY	45.10
133221	11/11/2016	00084	BENTON PUD NO. 1	in ELECTRICITY	281.55
133221	11/11/2016	00084	BENTON PUD NO. 1	in SIGNALS	3,626.69
133221	11/11/2016	00084	BENTON PUD NO. 1	in ELECTRICITY	65.30
133221	11/11/2016	00084	BENTON PUD NO. 1	in ELECTRICITY	107.28
133221	11/11/2016	00084	BENTON PUD NO. 1	in ELECTRICITY	713.20
133221	11/11/2016	00084	BENTON PUD NO. 1	in ELECTRICITY	69.17
133287	11/11/2016	05148	KELLEY'S TELE-COMMUNICATIONS	in TELE ANS SVC	37.78
133297	11/11/2016	03154	M & M BOLT COMPANY, LLC	in PARTS FOR FIRE STATION SIGN	61.82
133312	11/11/2016	03962	MUNICIPAL SVCS PETTY CASH	in PETTY CASH	25.99
133330	11/11/2016	01817	RADIO SERVICE COMPANY INC	in MAINTENANCE CHARGES	55.19
133372	11/11/2016	04764	UNITED PARCEL SERVICE	in SHIPPING	8.38
133377	11/11/2016	00030	VERIZON NORTHWEST	in CITY WIDE CELL PHONES	308.15
Total amount by Department					\$ 22,186.72
Total amount by Fund					\$ 35,599.53

103 URBAN ARTERIAL STREET FUND

010 URBAN ARTERIAL DEPARTMENT

133244	11/11/2016	00867	DAVID EVANS & ASSOCIATES, INC.	in CONSULTANT AGREEMENT	21,238.49
133246	11/11/2016	07767	DBA 2F ENTERPRISES FAMILY FARMS	in COLUMBIA DR STREETSCAPE	52,848.18
133265	11/11/2016	02842	GRANITE CONSTRUCTION COMPANY	in CONTRACT P1101-15	53,289.90
133277	11/11/2016	00113	INLAND ASPHALT COMPANY	in CONT P1601-16	245,320.85
133299	11/11/2016	03083	MACKAY SPOSITO INC	in PROFESSIONAL SERVICES	2,058.00
133312	11/11/2016	03962	MUNICIPAL SVCS PETTY CASH	in PETTY CASH	20.00
133321	11/11/2016	01174	P B S ENGINEERING & ENVIRONMENTAL	in CONSULTANT AGREEMENT	5,495.00
133321	11/11/2016	01174	P B S ENGINEERING & ENVIRONMENTAL	in CONSULTANT AGREEMENT	7,300.00
133327	11/11/2016	04920	PREMIER EXCAVATION INC	in CONTRACT P1208-14	3,946.50
133376	11/11/2016	00157	VANHORN & WATSON CO	in SURVEY HUBS	1,633.69
133394	11/10/2016	00156	BENTON COUNTY DEPT OF PUBLIC WOR	in ROW VACATION & ABANDONMENT	500.00
Total amount by Department					\$ 393,650.61
Total amount by Fund					\$ 393,650.61

106 BI-PIN OPERATIONS FUND

010 BI-PIN OPERATIONS FUND

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133354	11/11/2016	00008	TELCO WIRING & REPAIR INC	in	BROADBAND SERVICE	270.00
Total amount by Department						\$ 270.00
Total amount by Fund						\$ 270.00
107 COMMUNITY DEVELOPMENT FUND						
030 CURRENT PROGRAM YEAR						
133275	11/11/2016	00006	IMPREST PETTY CASH FUND	in	PETTY CASH FUND	59.23
Total amount by Department						\$ 59.23
040 HOME						
133167	10/31/2016	09412	STEWART TITLE OF THE TRI-CITIES	in	HOME DPA	10,000.00
133170	11/02/2016	09412	STEWART TITLE OF THE TRI-CITIES	in	HOME DPA	10,000.00
133178	11/08/2016	01873	TRI-CITY TITLE & ESCROW, LLC	in	HOME DPA	7,200.00
Total amount by Department						\$ 27,200.00
Total amount by Fund						\$ 27,259.23
111 ASSET FORFEITURE FUND						
010 ASSET FORFEITURE FUND						
133279	11/11/2016	09758	ISAKSON KIRK	in	CAT FUNDS	100.00
133279	11/11/2016	09758	ISAKSON KIRK	in	CAT FUNDS	260.00
133279	11/11/2016	09758	ISAKSON KIRK	in	CAT FUNDS	50.00
133377	11/11/2016	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	275.02
Total amount by Department						\$ 685.02
Total amount by Fund						\$ 685.02
116 LODGING TAX FUND						
010 LODGING TAX FUND						
133361	11/11/2016	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						
133196	11/11/2016	07910	ADVENTOS LLC	in	ANNUAL SMARTFORCE LICENSE	26,064.00
133345	11/11/2016	07685	SPECIAL CONSULTING SERVICES LLC	in	SPECIAL INVESTIGATIONS	1,472.57
133390	11/11/2016	08616	WISE DENNIS	in	ACADEMY GEAR	96.47

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Total amount by Department						\$ 27,633.04
Total amount by Fund						\$ 27,633.04
300 CAPITAL IMPROVEMENTS FUND						
010 STREET IMPROVEMENTS						
133263	11/11/2016	01413	GOODMAN & MEHLENBACHER, INC.	in	CONTRACT P1518-16	15,065.80
133297	11/11/2016	03154	M & M BOLT COMPANY, LLC	in	POD REPAIRS	106.97
133328	11/11/2016	00310	PROBUILD COMPANY LLC	in	POD REPAIRS	24.20
133356	11/11/2016	02817	THREE RIVERS CONVENTION CTR	in	SEMI-ANNUAL CONTRIBUTION	201,565.98
133380	11/11/2016	07477	WA STATE DEPT TRANSPORTATION	in	LA PARTICIPATING AGREEMENT	11,472.42
133387	11/11/2016	01010	WESTERN MATERIALS	in	POD REPAIRS	54.71
Total amount by Department						\$ 228,290.08
020 LAND AND FACILITIES						
133221	11/11/2016	00084	BENTON PUD NO. 1	in	ELECTRICITY	120.09
133288	11/11/2016	00078	KENNEBICK INDUSTRIAL & ELEC	in	CITY HALL LIGHTING PROJ	2.67
Total amount by Department						\$ 122.76
050 GO BOND 2015B						
133348	11/11/2016	09646	STRATA INCORPORATED	in	TESTING SERVICES	850.50
133354	11/11/2016	00008	TELCO WIRING & REPAIR INC	in	BROADBAND SERVICE	270.00
133355	11/11/2016	08352	TESTCOMM LLC	in	COMMISSIONING SERVICES	1,200.00
133355	11/11/2016	08352	TESTCOMM LLC	in	COMMISSIONING SERVICE	375.00
133386	11/11/2016	04770	WEST COAST PAPER SOLUTIONS	in	BUFFER PADS	30.17
133386	11/11/2016	04770	WEST COAST PAPER SOLUTIONS	in	FLOOR SCRUBBER	4,778.40
Total amount by Department						\$ 7,504.07
Total amount by Fund						\$ 235,916.91
401 WATER AND SEWER FUND						
133268	11/11/2016	00865	H D FOWLER COMPANY INC	in	INVENTORY	985.55
133268	11/11/2016	00865	H D FOWLER COMPANY INC	in	INVENTORY	328.06
133268	11/11/2016	00865	H D FOWLER COMPANY INC	in	METER BOXES	2,712.29
Total amount by Department						\$ 4,025.90
010 WATER/SEWER OPERATIONS						
133192	11/11/2016	00088	A W W A, AMERICAN WATER WORKS ASS	in	2017 MEMBERSHIP DUES	3,576.00
133197	11/11/2016	01853	AGO INDUSTRIES INC	in	SAFETY BIBS	398.20

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133198	11/11/2016	05911	AMERICAN BUILDING MAINTENANCE	in	JANITORIAL SVC	315.99
133200	11/11/2016	03088	APOLLO MECHANICAL CONTRACTORS A	in	WTP DUCTLESS MINI SPLIT	2,324.71
133200	11/11/2016	03088	APOLLO MECHANICAL CONTRACTORS A	in	TCCC HVAC	213.45
133204	11/11/2016	01568	ATOMIC SCREEN PRINT & EMBROIDERY	in	PERSONALIZATION	10.59
133204	11/11/2016	01568	ATOMIC SCREEN PRINT & EMBROIDERY	in	PERSONALIZATION	10.59
133204	11/11/2016	01568	ATOMIC SCREEN PRINT & EMBROIDERY	in	PERSONALIZATION	21.18
133204	11/11/2016	01568	ATOMIC SCREEN PRINT & EMBROIDERY	in	PERSONALIZATION	21.18
133204	11/11/2016	01568	ATOMIC SCREEN PRINT & EMBROIDERY	in	PERSONALIZATION	10.59
133204	11/11/2016	01568	ATOMIC SCREEN PRINT & EMBROIDERY	in	PERSONALIZATION	10.59
133204	11/11/2016	01568	ATOMIC SCREEN PRINT & EMBROIDERY	in	PERSONALIZATION	21.18
133204	11/11/2016	01568	ATOMIC SCREEN PRINT & EMBROIDERY	in	PERSONALIZATION	21.18
133207	11/11/2016	00214	BASIN DEPARTMENT STORE	in	OE UNIFORMS	108.59
133208	11/11/2016	04052	BATTERIES PLUS	in	LIGHT BULBS	21.18
133208	11/11/2016	04052	BATTERIES PLUS	in	REPLACEMENT BATTERY	19.54
133208	11/11/2016	04052	BATTERIES PLUS	in	REPLACEMENT BATTERIES	36.06
133208	11/11/2016	04052	BATTERIES PLUS	in	IPHONE CHARGERS	38.99
133209	11/11/2016	03707	BAXTER AUTO PARTS	in	FIRE HYDRANT REPAIR PARTS	19.08
133210	11/11/2016	08246	BEAVER BARK & ROCK PRODUCTS	in	CONCRETE	108.58
133219	11/11/2016	00093	BENTON FRANKLIN DISTRICT HEALTH	in	DRINKING WATER TESTS	2,415.00
133221	11/11/2016	00084	BENTON PUD NO. 1	in	WATER FILTRATION	16,509.13
133221	11/11/2016	00084	BENTON PUD NO. 1	in	ELECTRICITY	1,056.67
133221	11/11/2016	00084	BENTON PUD NO. 1	in	ELECTRICITY	30,739.89
133221	11/11/2016	00084	BENTON PUD NO. 1	in	CITY PARKS	11,986.80
133221	11/11/2016	00084	BENTON PUD NO. 1	in	WATER BOOSTERS	24,717.70
133221	11/11/2016	00084	BENTON PUD NO. 1	in	SEWER LIFT STATIONS	5,342.64
133221	11/11/2016	00084	BENTON PUD NO. 1	in	ELECTRICITY	45.16
133225	11/11/2016	00749	BUILDERS HARDWARE & SUPPLY CO	in	DOOR CLOSER	325.47
133226	11/11/2016	07832	C&E TRENCHING LLC	in	CONTRACT P1508-16	193,871.97
133228	11/11/2016	00083	CASCADE NATURAL GAS	in	GAS SERVICE	181.28
133252	11/11/2016	00166	FARMERS EXCHANGE	in	BELT FOR WTP HVAC	30.34
133254	11/11/2016	05736	FCS GROUP	in	CONSULTANT AGREEMENT	7,767.22
133256	11/11/2016	04147	FEDEX	in	SHIPPING	111.73
133257	11/11/2016	00086	FERGUSON ENTERPRISES INC	in	LARGE METER REPLACEMENT	39.67
133258	11/11/2016	05716	FLEETMatics USA, LLC	in	VEHICLE TRACKING	944.82
133264	11/11/2016	01775	GRAINGER	in	CALIBRATION GAS CYLINDER	175.49
133264	11/11/2016	01775	GRAINGER	in	MARKING WAND	124.32
133265	11/11/2016	02842	GRANITE CONSTRUCTION COMPANY	in	CONTRACT P1101-15	2,712.82

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133275	11/11/2016	00006	IMPREST PETTY CASH FUND	in PETTY CASH FUND	18.53
133277	11/11/2016	00113	INLAND ASPHALT COMPANY	in CONT P1601-16	202,320.86
133285	11/11/2016	01037	KAMAN INDUSTRIAL TECHNOLOGIES	in IRVING HVAC BELT	24.30
133286	11/11/2016	06917	KELLER SUPPLY COMPANY	in TUBE CUTTER	14.76
133287	11/11/2016	05148	KELLEY'S TELE-COMMUNICATIONS	in TELE ANS SVC	37.69
133288	11/11/2016	00078	KENNEWICK INDUSTRIAL & ELEC	in LIFT STATION PARTS	25.88
133288	11/11/2016	00078	KENNEWICK INDUSTRIAL & ELEC	in CLEAR TUBING	6.46
133288	11/11/2016	00078	KENNEWICK INDUSTRIAL & ELEC	in DEHUMIDISTAT	9.77
133288	11/11/2016	00078	KENNEWICK INDUSTRIAL & ELEC	in TOOLS	82.31
133288	11/11/2016	00078	KENNEWICK INDUSTRIAL & ELEC	in PARTS TO REPAIR LEAK	12.92
133291	11/11/2016	02065	KRUEGER, ROBIN	in WORK JEANS PURCHASE	190.00
133294	11/11/2016	00791	LAMPSON INTERNATIONAL LLC	in CRANE RENTAL	434.40
133309	11/11/2016	05112	MOON SECURITY SERVICES, INC	in WFP-FIRE MONITORING	38.00
133309	11/11/2016	05112	MOON SECURITY SERVICES, INC	in SECURITY SERVICE	29.00
133310	11/11/2016	06624	MOUNT'S LOCK, KEY & ENGRAVING INC	in FIRE HYDRANT METER LOCKS	100.35
133310	11/11/2016	06624	MOUNT'S LOCK, KEY & ENGRAVING INC	in HYDRANT METER LOCKS	110.58
133312	11/11/2016	03962	MUNICIPAL SVCS PETTY CASH	in PETTY CASH	15.00
133320	11/11/2016	00917	OXARC, INC.	in CUTTING TORCH SET	380.85
133320	11/11/2016	00917	OXARC, INC.	in HI PRESS/SMALL CYLINDER RENTAL	43.96
133321	11/11/2016	01174	P B S ENGINEERING & ENVIRONMENTAL	in CONSULTANT AGREEMENT	9,180.00
133322	11/11/2016	01040	PARAMOUNT SUPPLY COMPANY	in AIR FILTERS	214.90
133326	11/11/2016	02941	PHASE 2 ELECTRIC, INC.	in CONTRACT ELECTRICAL	220.19
133327	11/11/2016	04920	PREMIER EXCAVATION INC	in CONTRACT P1208-14	1,857.50
133330	11/11/2016	01817	RADIO SERVICE COMPANY INC	in MAINTENANCE CHARGES	56.86
133331	11/11/2016	00957	RANCH & HOME INC	in MOUSE TRAPS FOR 4 MILL	10.75
133353	11/11/2016	04334	TALLEY INC	in ANTENNA CABLES/LIGHTING ARRESTER	237.97
133365	11/11/2016	06270	TRI-CITY SIGN & BARRICADE CONSTRU	in LOCATE PAINT	166.94
133369	11/11/2016	00017	TWIN CITY METALS INC	in OXY ACTYLENE TANKS	110.77
133372	11/11/2016	04764	UNITED PARCEL SERVICE	in SHIPPING	6.96
133375	11/11/2016	03881	UTILITIES UNDERGROUND LOCATION CI	in UTILITY LOCATES	317.34
133377	11/11/2016	00030	VERIZON NORTHWEST	in CITY WIDE CELL PHONES	2,278.68
133382	11/11/2016	01035	WASHINGTON HARDWARE AND FURNITI	in LADDER FOR WTP	54.29
133382	11/11/2016	01035	WASHINGTON HARDWARE AND FURNITI	in TAPE MEASURES FOR WTP	22.22
133391	11/11/2016	00532	WONDERWARE	in WONDERWARE RENEWAL	12,298.95
Total amount by Department					\$ 537,324.92
030 SEWER AREA CHARGE					
133283	11/11/2016	04713	J-U-B ENGINEERS INC	in CONSULTANT AGREEMENT	24,185.00

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Total amount by Department					\$ 24,185.00
Total amount by Fund					\$ 565,535.82
402 MEDICAL SERVICES FUND					
010 MEDICAL SERVICES					
133191	11/11/2016	00552	10TH AVENUE CLEANERS	in UNIFORM SHIRT CLEAN/REPAIR	6.51
133191	11/11/2016	00552	10TH AVENUE CLEANERS	in SEW PATCHES & CLEAN UNIFORM	14.52
133191	11/11/2016	00552	10TH AVENUE CLEANERS	in SEW PATCHES (HANBY)	13.03
133191	11/11/2016	00552	10TH AVENUE CLEANERS	in SEW PATCHES	3.26
133191	11/11/2016	00552	10TH AVENUE CLEANERS	in SEW PATCHES (BISHOP)	9.77
133191	11/11/2016	00552	10TH AVENUE CLEANERS	in SEW PATCHES (B. CARTER)	13.03
133191	11/11/2016	00552	10TH AVENUE CLEANERS	in SEW PATCHES (ARMEY)	13.03
133191	11/11/2016	00552	10TH AVENUE CLEANERS	in SEW PATCHES (C. WEBB)	29.32
133191	11/11/2016	00552	10TH AVENUE CLEANERS	in HEM PANTS (COATS)	5.43
133191	11/11/2016	00552	10TH AVENUE CLEANERS	in SEW PATCHES (ARMEY)	6.51
133191	11/11/2016	00552	10TH AVENUE CLEANERS	in UNIFORM ALTERATIONS	35.42
133191	11/11/2016	00552	10TH AVENUE CLEANERS	in SEW PATCHES (JACKETS - 13)	49.41
133191	11/11/2016	00552	10TH AVENUE CLEANERS	in JACKET ALTERATIONS	7.60
133191	11/11/2016	00552	10TH AVENUE CLEANERS	in SEW PATCHES (ELLIS)	9.77
133191	11/11/2016	00552	10TH AVENUE CLEANERS	in SEW PATCHES (JACKETS - 9)	34.21
133191	11/11/2016	00552	10TH AVENUE CLEANERS	in SEW PATCHES (JACKETS - 3)	11.40
133191	11/11/2016	00552	10TH AVENUE CLEANERS	in SEW PATCHES (JACKETS - 2)	7.60
133191	11/11/2016	00552	10TH AVENUE CLEANERS	in SEW PATCHES (JACKETS - 2)	7.60
133195	11/11/2016	00730	ADVANCE TRAVEL EXPENSE	in REIMBURSE ADVANCE TRAVEL	127.50
133203	11/11/2016	07618	ARROW INTERNATIONAL	in MEDICAL SUPPLIES	390.17
133203	11/11/2016	07618	ARROW INTERNATIONAL	in MEDICAL SUPPLIES	640.74
133203	11/11/2016	07618	ARROW INTERNATIONAL	in MEDICAL SUPPLIES	558.45
133203	11/11/2016	07618	ARROW INTERNATIONAL	in MEDICAL SUPPLIES	558.45
133222	11/11/2016	05823	BLUMENTHAL UNIFORM & EQUIPMENT	in SOFT SHELL JACKET	43.65
133223	11/11/2016	03495	BOUND TREE MEDICAL LLC	in IV SOLUTION RETURNED	-96.72
133223	11/11/2016	03495	BOUND TREE MEDICAL LLC	in MEDICAL SUPPLIES	256.51
133223	11/11/2016	03495	BOUND TREE MEDICAL LLC	in MEDICAL SUPPLIES	96.72
133223	11/11/2016	03495	BOUND TREE MEDICAL LLC	in MEDICAL SUPPLIES	48.36
133223	11/11/2016	03495	BOUND TREE MEDICAL LLC	in MEDICAL SUPPLIES	355.07
133223	11/11/2016	03495	BOUND TREE MEDICAL LLC	in MEDICAL SUPPLIES	668.03
133223	11/11/2016	03495	BOUND TREE MEDICAL LLC	in MEDICAL SUPPLIES	50.76
133223	11/11/2016	03495	BOUND TREE MEDICAL LLC	in MEDICAL SUPPLIES	418.23

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133223	11/11/2016	03495	BOUND TREE MEDICAL LLC	in	MEDICAL SUPPLIES	318.26
133223	11/11/2016	03495	BOUND TREE MEDICAL LLC	in	MEDICAL SUPPLIES	777.29
133223	11/11/2016	03495	BOUND TREE MEDICAL LLC	in	MEDICAL SUPPLIES	539.96
133223	11/11/2016	03495	BOUND TREE MEDICAL LLC	in	MEDICAL SUPPLIES	347.95
133223	11/11/2016	03495	BOUND TREE MEDICAL LLC	in	MEDICAL SUPPLIES	29.58
133223	11/11/2016	03495	BOUND TREE MEDICAL LLC	in	MEDICAL SUPPLIES	97.96
133223	11/11/2016	03495	BOUND TREE MEDICAL LLC	in	MEDICAL SUPPLIES	253.85
133223	11/11/2016	03495	BOUND TREE MEDICAL LLC	in	MEDICAL SUPPLIES	96.72
133223	11/11/2016	03495	BOUND TREE MEDICAL LLC	in	MEDICAL SUPPLIES	96.72
133227	11/11/2016	07715	CARDINAL HEALTH 411, INC	in	MEDICAL SUPPLIES	122.10
133233	11/11/2016	02481	CI INFORMATION MANAGEMENT CI SUP	in	ONSITE SHRED-FINANCE	16.83
133233	11/11/2016	02481	CI INFORMATION MANAGEMENT CI SUP	in	ONSITE SHRED SERVICE	84.15
133237	11/11/2016	00695	COLUMBIA BASIN COLLEGE	in	FALL 2016 ALS/OTEP CLASSES	1,696.80
133254	11/11/2016	05736	FCS GROUP	in	CONSULTANT AGREEMENT	10,432.17
133264	11/11/2016	01775	GRAINGER	in	CREEPER & VISE - STATION 5	112.79
133296	11/11/2016	08868	LIFE-ASSIST	in	MEDICAL SUPPLIES	68.81
133296	11/11/2016	08868	LIFE-ASSIST	in	MEDICAL SUPPLIES	224.80
133296	11/11/2016	08868	LIFE-ASSIST	in	MEDICAL SUPPLIES	457.80
133296	11/11/2016	08868	LIFE-ASSIST	in	MEDICAL SUPPLIES	215.54
133296	11/11/2016	08868	LIFE-ASSIST	in	MEDICAL SUPPLIES	633.96
133296	11/11/2016	08868	LIFE-ASSIST	in	MEDICAL SUPPLIES	578.30
133296	11/11/2016	08868	LIFE-ASSIST	in	MEDICAL SUPPLIES	68.10
133310	11/11/2016	06624	MOUNT'S LOCK, KEY & ENGRAVING INC	in	ON ACCOUNT CREDIT	-26.06
133310	11/11/2016	06624	MOUNT'S LOCK, KEY & ENGRAVING INC	in	LOCKER LOCKS - STATION 3	85.52
133320	11/11/2016	00917	OXARC, INC.	in	OXYGEN	65.41
133320	11/11/2016	00917	OXARC, INC.	in	OXYGEN	34.35
133320	11/11/2016	00917	OXARC, INC.	in	OXYGEN	80.94
133320	11/11/2016	00917	OXARC, INC.	in	OXYGEN	109.53
133324	11/11/2016	01459	PASCO KENNEWICK ROTARY CLUB	in	ROTARY DUES-SPIER	90.00
133331	11/11/2016	00957	RANCH & HOME INC	in	BOOT DRESSING	15.66
133331	11/11/2016	00957	RANCH & HOME INC	in	PROPANE - STATION 3	8.32
133343	11/11/2016	00201	SOOK'S TAILOR SHOP	in	UNIFORM ALTERATIONS	82.53
133349	11/11/2016	05689	STRYKER SALES CORPORATION DBA STI	in	EMS 2 YR SOFTWARE RENEWAL	7,704.00
133373	11/11/2016	05807	UPTOWN CLEANERS	in	2016 LAUNDRY SERVICES	48.32
133373	11/11/2016	05807	UPTOWN CLEANERS	in	2016 LAUNDRY SERVICES	67.06
133373	11/11/2016	05807	UPTOWN CLEANERS	in	2016 LAUNDRY SERVICES	172.13
133373	11/11/2016	05807	UPTOWN CLEANERS	in	2016 LAUNDRY SERVICES	45.88

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133373	11/11/2016	05807	UPTOWN CLEANERS	in	2016 LAUNDRY SERVICES	49.96
133373	11/11/2016	05807	UPTOWN CLEANERS	in	2016 LAUNDRY SERVICES	38.82
133373	11/11/2016	05807	UPTOWN CLEANERS	in	2016 LAUNDRY SERVICES	57.28
133373	11/11/2016	05807	UPTOWN CLEANERS	in	2016 LAUNDRY SERVICES	47.11
133373	11/11/2016	05807	UPTOWN CLEANERS	in	2016 LAUNDRY SERVICES	49.00
133377	11/11/2016	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	480.12
Total amount by Department						\$ 30,969.66
Total amount by Fund						\$ 30,969.66
403 BUILDING SAFETY FUND						
010 BUILDING SAFETY						
133377	11/11/2016	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	266.07
Total amount by Department						\$ 266.07
Total amount by Fund						\$ 266.07
405 STORMWATER UTILITY FUND						
010 STORMWATER						
133199	11/11/2016	02396	AMERICAN ROCK PRODUCTS INC.	in	CONCRETE WORK	526.11
133258	11/11/2016	05716	FLEETMatics USA, LLC	in	VEHICLE TRACKING	130.32
133267	11/11/2016	08407	GRAY AND OSBORNE INC	in	CONSULTANT AGREEMENT	3,583.25
133267	11/11/2016	08407	GRAY AND OSBORNE INC	in	CONSULTANT AGREEMENT	2,748.13
133308	11/11/2016	01086	MONARCH MACHINE & TOOL CO INC	in	BEARING REPLACEMENT	38.00
133330	11/11/2016	01817	RADIO SERVICE COMPANY INC	in	MAINTENANCE CHARGES	55.19
133331	11/11/2016	00957	RANCH & HOME INC	in	SWEEPER PARTS	13.81
133331	11/11/2016	00957	RANCH & HOME INC	in	PARTS PAINT	20.60
133377	11/11/2016	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	181.74
Total amount by Department						\$ 7,297.15
Total amount by Fund						\$ 7,297.15
501 EQUIPMENT RENTAL FUND						
133208	11/11/2016	04052	BATTERIES PLUS	in	BATTERIES	621.19
133240	11/11/2016	04853	CONNELL OIL INC DBA 76 DISTRIBUTINC	in	OIL - ENGINE 15W-40	1,896.06
133313	11/11/2016	08875	NAPA PASCO AUTO PARTS	in	INVENTORY	125.81
133313	11/11/2016	08875	NAPA PASCO AUTO PARTS	in	INVENTORY	87.35
Total amount by Department						\$ 2,730.41

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010 EQUIPMENT RENTAL						
133205	11/11/2016	04247	AUTOZONE	in	ALTERNATOR FOR VEH. 0301	122.28
133208	11/11/2016	04052	BATTERIES PLUS	in	12V BATTERY FOR VEH. 0214	92.85
133209	11/11/2016	03707	BAXTER AUTO PARTS	in	HEATER FOR VEH. 0016	46.22
133209	11/11/2016	03707	BAXTER AUTO PARTS	in	ALTERNATOR-VEHICLE 0301	90.11
133221	11/11/2016	00084	BENTON PUD NO. 1	in	ELECTRICITY	86.38
133221	11/11/2016	00084	BENTON PUD NO. 1	in	CITY FACILITIES	376.56
133228	11/11/2016	00083	CASCADE NATURAL GAS	in	GAS SERVICE	17.09
133230	11/11/2016	05050	CENTRAL HOSE & FITTINGS INC	in	HYD ASSEMBLY-VEHICLE 0094	33.23
133231	11/11/2016	01315	CENTRAL MACHINERY SALES INC	in	BOLTS FOR VEH. 0059	6.19
133236	11/11/2016	01310	COLEMAN OIL COMPANY	in	COLUMBIA PARK MOWER FUEL	333.56
133236	11/11/2016	01310	COLEMAN OIL COMPANY	in	CANYON LAKES GENERATOR FUEL	230.78
133236	11/11/2016	01310	COLEMAN OIL COMPANY	in	THOMPSON HILL GEN. FUEL	278.88
133236	11/11/2016	01310	COLEMAN OIL COMPANY	in	OLYMPIA ST. GENERATOR FUEL	158.97
133236	11/11/2016	01310	COLEMAN OIL COMPANY	in	FLEETWIDE FUEL ACCT #0870469	14,947.54
133236	11/11/2016	01310	COLEMAN OIL COMPANY	in	FUEL CHARGES	16,439.96
133238	11/11/2016	08852	COMMERCIAL TIRE	in	FLAT REPAIR-VEH. 5313	36.92
133238	11/11/2016	08852	COMMERCIAL TIRE	in	TIRES FOR VEH. 0093	1,354.07
133238	11/11/2016	08852	COMMERCIAL TIRE	in	FLAT REPAIR-VEH. 4206	36.92
133242	11/11/2016	07868	CORWIN FORD - TRI CITIES	in	SENSOR FOR VEH. 7350	172.02
133245	11/11/2016	09827	DAY WIRELESS SYSTEMS	in	IGNITION DELAY TIMER-VEH. 7352	171.59
133248	11/11/2016	00601	DIRECT AUTOMOTIVE DISTRIBUTING	in	ASM BATTERY FOR VEH 3108	59.43
133252	11/11/2016	00166	FARMERS EXCHANGE	in	THROTTLE CABLES FOR VC042 & VP064	80.13
133272	11/11/2016	08711	HUGHES FIRE EQUIPMENT INC	in	PARTS FOR VEH. 2802	2,838.58
133272	11/11/2016	08711	HUGHES FIRE EQUIPMENT INC	in	PARTS FOR VEH. 2802	51.67
133281	11/11/2016	02285	JIFFY CAR WASH, INC.	in	FLEET CAR WASHES	649.80
133282	11/11/2016	03363	JIM'S PACIFIC GARAGES INC	in	FUEL PUMP/PARTS-VEH. 2004	3,592.77
133302	11/11/2016	03284	MEL'S INTER-CITY TOWING	in	TOWING SERVICES-VEH. 7336	83.57
133304	11/11/2016	01576	MID COLUMBIA FORKLIFT, INC.	in	FORKLIFT TRAINING	1,086.00
133313	11/11/2016	08875	NAPA PASCO AUTO PARTS	in	BRAKES-VEH. 7127	177.53
133313	11/11/2016	08875	NAPA PASCO AUTO PARTS	in	WINDSHIELD WASH FOR SHOP	64.90
133313	11/11/2016	08875	NAPA PASCO AUTO PARTS	in	FUEL FILTERS-VEH. 0089	12.45
133313	11/11/2016	08875	NAPA PASCO AUTO PARTS	in	ANTIFREEZE FOR FLEET	55.32
133313	11/11/2016	08875	NAPA PASCO AUTO PARTS	in	FUEL FILTERS-VEH. 4206	34.78
133313	11/11/2016	08875	NAPA PASCO AUTO PARTS	in	FUEL FILTERS-VEH. 4206	37.07
133313	11/11/2016	08875	NAPA PASCO AUTO PARTS	in	SWITCH FOR VEH. 0060	8.84
133313	11/11/2016	08875	NAPA PASCO AUTO PARTS	in	OIL FILTER-VEH. 5519	3.31

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133319	11/11/2016	04217	O'REILLY AUTO PARTS	in	ALTERNATOR-VEHICLE 0255	187.64
133332	11/11/2016	05903	RATTLESNAKE MOUNTAIN HARLEY-DAV	in	FRONT TIRE-VEHICLE 7234	216.94
133334	11/11/2016	03803	RDO EQUIPMENT	in	STEERING WHEEL FOR VEH. 0432	74.22
133336	11/11/2016	00294	ROCK-IT RADIO	in	RADIO & HDWE-VEHICLE 5801	135.75
133338	11/11/2016	03660	S A S AUTO ELECTRIC, INC.	in	STARTER FOR VEHICLE 2802	423.32
133367	11/11/2016	09405	TRUCK PRO LLC SIX STATES	in	PARTS KIT FOR VEH. 0060	428.05
133368	11/11/2016	04283	TURF STAR INC	in	CLUTCH KIT FOR VEH. 0396	585.93
133377	11/11/2016	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	20.00
Total amount by Department						\$ 45,940.12
Total amount by Fund						\$ 48,670.53
502 CENTRAL STORES FUND						
133204	11/11/2016	01568	ATOMIC SCREEN PRINT & EMBROIDERY	in	CAP - KNIT W CITY LOGO	482.18
133223	11/11/2016	03495	BOUND TREE MEDICAL LLC	in	SHEETS - POLY PRO	781.71
133264	11/11/2016	01775	GRAINGER	in	INVENTORY	208.01
133264	11/11/2016	01775	GRAINGER	in	MOP HEADS - 24 OZ. RAYON	47.92
133351	11/11/2016	08017	SUPPLYWORKS INTERLINE BRANDS, INC	in	BLUE WIPERS	148.24
Total amount by Department						\$ 1,668.06
010 CENTRAL STORES						
133193	11/11/2016	01526	ABADAN	in	BIZHUBS COPIER MAINTENANCE	771.48
133289	11/11/2016	06231	KONICA MINOLTA BUSINESS SOLUTIONS	in	COPIERS BIZHUB C280 - PURCHASING	188.71
133289	11/11/2016	06231	KONICA MINOLTA BUSINESS SOLUTIONS	in	BIZHUB C654 - FROST	588.54
133289	11/11/2016	06231	KONICA MINOLTA BUSINESS SOLUTIONS	in	BIZHUB C284 - ENGINEERING	388.31
133289	11/11/2016	06231	KONICA MINOLTA BUSINESS SOLUTIONS	in	BIZHUB 601 - CITY HALL	271.54
133289	11/11/2016	06231	KONICA MINOLTA BUSINESS SOLUTIONS	in	BIZHUB C364 - PLANNING	358.07
133289	11/11/2016	06231	KONICA MINOLTA BUSINESS SOLUTIONS	in	BIZHUB 552 - PD RECORDS	349.50
133289	11/11/2016	06231	KONICA MINOLTA BUSINESS SOLUTIONS	in	BIZHUB C35 - SR CTR	72.82
133295	11/11/2016	06743	LEAF CAPITAL FUNDING LLC	in	FIRE 1 & 2 COPIER RENTALS	137.45
133392	11/11/2016	06353	XEROX CORPORATION	in	W7855PT FINANCE COPIER	260.11
133392	11/11/2016	06353	XEROX CORPORATION	in	5855APT POLICE PATROL COPIER	200.25
133392	11/11/2016	06353	XEROX CORPORATION	in	W7855PT POLICE ADMIN COPIER	329.58
133392	11/11/2016	06353	XEROX CORPORATION	in	W7845PT POLICE DETECTIVES COPIER	377.48
Total amount by Department						\$ 4,293.84
Total amount by Fund						\$ 5,961.90

City of Kennewick
Claims Roster

10/29/2016 - 11/11/2016

Accounting Period

2016

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
503 RISK MANAGEMENT FUND						
010 RISK MANAGEMENT						
133377	11/11/2016	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	36.95
Total amount by Department						\$ 36.95
370 GAINS/LOSSES AND OTHER INCOME						
133346	11/11/2016	04478	ST PAUL FIRE & MARINE	in	CLAIM V2Z4198	814.00
133346	11/11/2016	04478	ST PAUL FIRE & MARINE	in	CLAIM V2Z4198	40.00
Total amount by Department						\$ 854.00
Total amount by Fund						\$ 890.95
612 OPEB TRUST FUND						
010 OPEB TRUST FUND						
133194	11/11/2016	00024	ADKINS WILLIAM	in	MEDICARE PART B	104.90
133224	11/11/2016	00185	BUCK, GARY E	in	MEDICARE PART B	104.90
133234	11/11/2016	00127	CLEAVENGER, BUDDY L	in	MEDICARE PART B	104.90
133239	11/11/2016	00128	COMSTOCK, WILLIAM J	in	MEDICARE PART B	104.90
133247	11/11/2016	00121	DEINES, JAMES I	in	MEDICARE PART B	312.00
133249	11/11/2016	00324	DUNCAN LARRY	in	MEDICARE PART B	105.80
133250	11/11/2016	01894	EASLING, CONNIE	in	MEDICARE PART B	104.90
133253	11/11/2016	00041	FARNKOFF, ROBERT C	in	MEDICARE PART B	104.90
133255	11/11/2016	00058	FEARING, DOUG	in	MEDICARE PART B	104.90
133261	11/11/2016	00181	GIER, CHARLES W.	in	MEDICARE PART B	104.90
133262	11/11/2016	00134	GONDERMAN, DAVID A	in	MEDICARE PART B	104.90
133266	11/11/2016	00122	GRAVES, DONALD E	in	MEDICARE PART B	312.00
133270	11/11/2016	06744	HIRSCHEL ARTHUR D	in	MEDICARE PART B	104.90
133284	11/11/2016	00065	JUERGENS, CURT	in	MEDICARE PART B	104.90
133290	11/11/2016	00060	KRAFT, JAMES	in	MEDICARE PART B	424.90
133298	11/11/2016	00050	MACE, BILL	in	MEDICARE PART B	104.90
133300	11/11/2016	00052	MAPLETHORPE, JOHN G., JR	in	MEDICARE PART B	105.80
133303	11/11/2016	00055	MERCER, BILL	in	MEDICARE PART B	125.90
133318	11/11/2016	00142	O'HAIR, RONALD L	in	MEDICARE PART B	104.90
133325	11/11/2016	05554	PENNEY MICHAEL	in	MEDICARE	125.90
133333	11/11/2016	00054	RAWLINGS, GEORGE	in	MEDICARE PART B	125.90
133335	11/11/2016	00145	REMUS, LARRY J	in	MEDICARE PART B	246.08
133337	11/11/2016	00147	RUMLEY, LARRY M	in	MEDICARE PART B	104.90
133339	11/11/2016	01821	SCHARNHORST, DEAN	in	MEDICARE PART B	104.90

**City of Kennewick
Claims Roster**

10/29/2016 - 11/11/2016

Accounting Period

2016

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
133341	11/11/2016	00148	SHAW, LEONARD	in	MEDICARE PART B	104.90
133342	11/11/2016	00150	SLEATER, LARRY L	in	MEDICARE PART B	104.90
133344	11/11/2016	00066	SOUTHWICK, JOHN J., JR.	in	MEDICARE PART B	121.80
133378	11/11/2016	00152	VICKERMAN THOMAS	in	MEDICARE PART B	104.90
133381	11/11/2016	08584	WAGNER BRIAN	in	MEDICARE PART B	104.90
133384	11/11/2016	00445	WATERS, DENNIS L	in	MEDICAL & PRESC	2,742.26
133388	11/11/2016	00154	WILLEBY, DONALD R	in	MEDICAL & PRESC	171.90
133389	11/11/2016	01415	WILLIAMS, KEN	in	MEDICARE PART B	104.90
Total amount by Department						\$ 7,018.24
Total amount by Fund						\$ 7,018.24

642 METRO DRUG FORFEITURE FUND

010 NONE

133302	11/11/2016	03284	MEL'S INTER-CITY TOWING	in	VEHICLE TOW	86.83
133302	11/11/2016	03284	MEL'S INTER-CITY TOWING	in	TOWING-AUCTION ITEMS	162.90
133362	11/11/2016	02010	TRI-CITIES WATER STORE, INC.	in	DRINKING WATER FOR OFFICE	58.50
Total amount by Department						\$ 308.23
Total amount by Fund						\$ 308.23

Council Agenda Coversheet



Agenda Item Number	3.b.(2)	Council Date	12/06/2016
Agenda Item Type	General Business Item		
Subject	Columbia Park Golf Course Account		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

Consent Agenda	<input checked="" type="checkbox"/>
Ordinance/Reso	<input type="checkbox"/>
Public Mtg / Hrg	<input type="checkbox"/>
Other	<input type="checkbox"/>
Quasi-Judicial	<input type="checkbox"/>

Recommendation

That Council approve the Claims Roster for the Columbia Park Golf Course Account for October 2016.

Motion for Consideration

I move to approve the Claims Roster for the Columbia Park Golf Course Account for October 2016 in the amount of \$2,049.02, comprised of check numbers 2263-2273 in the amount of \$1,953.99 and electronic transfers in the amount of \$95.03.

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 \$2,049.02.

Through	Denise Winters Nov 28, 14:06:05 GMT-0800 2016
Dept Head Approval	Dan Legard Nov 28, 14:26:34 GMT-0800 2016
City Mgr Approval	Marie Mosley Nov 30, 19:41:29 GMT+0800 2016

Attachments:

Recording Required?

COLUMBIA PARK
 VENDOR CHECK REGISTER REPORT
 Payables Management

Ranges:	From:	To:	From:	To:
Check Number	First	Last	Check Date	10/1/2016
Vendor ID	First	Last	Checkbook ID	First
Vendor Name	First	Last		Last

Sorted By: Check Number

* Voided Checks

Check Number	Vendor ID	Vendor Check Name	Check Date	Checkbook ID	Audit Trail Code	Amount
000002263	CENTRALVEND	CENTRAL VENDING-PASCO	10/5/2016	USBANK	PMCHK00000111	\$120.59
000002264	CITYOFKENNE	CITY OF KENNEWICK	10/5/2016	USBANK	PMCHK00000111	\$341.73
000002265	COLEMANOIL	COLEMAN OIL COMPANY	10/5/2016	USBANK	PMCHK00000111	\$396.05
000002266	USLINENUNIF	US LINEN & UNIFORM	10/5/2016	USBANK	PMCHK00000111	\$47.88
000002267	WESTERNEQUP	WESTERN EQUIPMENT DISTRIBUTORS,	10/7/2016	USBANK	PMCHK00000112	\$483.69
000002268	BLUEROOM	BLUE ROOM	10/13/2016	USBANK	PMCHK00000113	\$81.00
000002269	CENTRALVEND	CENTRAL VENDING-PASCO	10/13/2016	USBANK	PMCHK00000113	\$49.32
000002270	FRONTIERCOM	FRONTIER COMMUNICATIONS	10/13/2016	USBANK	PMCHK00000113	\$262.28
000002271	GLOBALTOURG	GLOBAL TOUR GOLF	10/13/2016	USBANK	PMCHK00000113	\$104.22
000002272	USLINENUNIF	US LINEN & UNIFORM	10/13/2016	USBANK	PMCHK00000113	\$47.88
000002273	WESTERNEQUP	WESTERN EQUIPMENT DISTRIBUTORS,	10/13/2016	USBANK	PMCHK00000113	\$19.35
ADP 481981913	ADPINC	ADP, LLC	10/28/2016	USBANK	PMPAY00000104	\$95.03
Total Checks: 12						Total Amount of Checks: \$2,049.02

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 2263-2273	\$	1,953.99
Electronic transfers		95.03
Total	\$	2,049.02

Exceptions:

Ranges: From: To: From: To:
 Vendor ID First Last Checkbook ID First Last
 Vendor Name First Last Check Number First Last
 Check Date 10/1/2016 10/31/2016

Sorted By: Vendor ID

Distribution Types Included: All

Vendor ID	Vendor Name	Checkbook ID	Check Number	Check Date	Check Amount
ADPINC	ADP, LLC	USBANK	ADP 481981913	10/28/2016	\$95.03
V0000830	481981913		\$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
BLUEROOM	BLUE ROOM	USBANK	000002268	10/13/2016	\$81.00
V0000808	09-30 900162		\$81.00		
Type	Account	Description		Debit	Credit
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$0.00	\$81.00
PURCH	52300-050-244-00	GARBAGE & DEBRIS REMOVAL		\$81.00	\$0.00
CENTRALVEND	CENTRAL VENDING-PASCO	USBANK	000002263	10/5/2016	\$120.59
RC00000192	8067030		\$122.36		
Type	Account	Description		Debit	Credit
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$0.00	\$120.59
PURCH	13150-070-244-00	INVENTORY PACKAGED FOO		\$52.82	\$0.00
PURCH	13200-070-244-00	INVENTORY SOFT BEVERAGE		\$67.77	\$0.00
CENTRALVEND	CENTRAL VENDING-PASCO	USBANK	000002269	10/13/2016	\$49.32
RC00000196	8067188		\$33.52		
Type	Account	Description		Debit	Credit
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$0.00	\$33.52
PURCH	13150-070-244-00	INVENTORY PACKAGED FOO		\$33.52	\$0.00
V0000791	8067189		\$15.80		
Type	Account	Description		Debit	Credit
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$0.00	\$15.80
PURCH	51900-080-244-00	CONTRACT SERVICES		\$15.80	\$0.00
CITYOFKENNE	CITY OF KENNEWICK ELECTRICAL	USBANK	000002264	10/5/2016	\$341.73
V0000805	09-16 46000046-05		\$341.73		
Type	Account	Description		Debit	Credit
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$0.00	\$341.73
PURCH	52200-080-244-00	UTILITIES - GAS & ELECTRIC		\$341.73	\$0.00
COLEMANOIL	COLEMAN OIL COMPANY	USBANK	000002265	10/5/2016	\$396.05
V0000799	0423004-IN		\$396.05		
Type	Account	Description		Debit	Credit
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$0.00	\$396.05
PURCH	58300-060-244-00	FUEL & OIL MAINTENANCE		\$396.05	\$0.00
FRONTIERCOM	FRONTIER COMMUNICATIONS	USBANK	000002270	10/13/2016	\$262.28
V0000810	10-16		\$262.28		
Type	Account	Description		Debit	Credit
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$0.00	\$262.28
PURCH	52100-080-244-00	TELECOMMUNICATIONS		\$262.28	\$0.00

Vendor ID	Vendor Name	Checkbook ID	Check Number	Check Date	Check Amount
Voucher Number		Invoice Number	Original Voucher Amount		
GLOBALTOURG RC00000193	GLOBAL TOUR GOLF 1212876-00	USBANK	000002271	10/13/2016	\$104.22
Type	Account	Description		Debit	Credit
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP	\$86.22	\$0.00	\$86.22
PURCH	12100-050-244-00	INVENTORY - MERCHANDISE		\$76.50	\$0.00
FREIGHT	47150-050-244-00	COGS MERCHANDISE		\$9.72	\$0.00
RC00000198	1212876-01		\$18.00		
Type	Account	Description		Debit	Credit
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$0.00	\$18.00
PURCH	12100-050-244-00	INVENTORY - MERCHANDISE		\$18.00	\$0.00
USLINENUNIF V0000789	US LINEN & UNIFORM 1846656	USBANK	000002266	10/5/2016	\$47.88
Type	Account	Description		Debit	Credit
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP	\$47.88	\$0.00	\$47.88
PURCH	51900-060-244-00	CONTRACT SERVICES		\$22.14	\$0.00
PURCH	51900-080-244-00	CONTRACT SERVICES		\$25.74	\$0.00
USLINENUNIF V0000795	US LINEN & UNIFORM 1853561	USBANK	000002272	10/13/2016	\$47.88
Type	Account	Description		Debit	Credit
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP	\$47.88	\$0.00	\$47.88
PURCH	51900-060-244-00	CONTRACT SERVICES		\$22.14	\$0.00
PURCH	51900-080-244-00	CONTRACT SERVICES		\$25.74	\$0.00
WESTERNEQUP V0000806	WESTERN EQUIPMENT DISTRIBUTORS, 8010646-00	USBANK	000002267	10/7/2016	\$483.69
Type	Account	Description		Debit	Credit
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP	\$483.69	\$0.00	\$483.69
PURCH	58100-060-244-00	EQUIPMENT PARTS		\$483.69	\$0.00
WESTERNEQUP V0000796	WESTERN EQUIPMENT DISTRIBUTORS, 8011984-00	USBANK	000002273	10/13/2016	\$19.35
Type	Account	Description		Debit	Credit
PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP	\$19.35	\$0.00	\$19.35
PURCH	58100-060-244-00	EQUIPMENT PARTS		\$19.35	\$0.00

Council Agenda Coversheet



Agenda Item Number	3.c.	Council Date	12/06/2016
Agenda Item Type	General Business Item		
Subject	Payroll Roster (PPE 11/15/2016)		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

Consent Agenda	<input checked="" type="checkbox"/>
Ordinance/Reso	<input type="checkbox"/>
Public Mtg / Hrg	<input type="checkbox"/>
Other	<input type="checkbox"/>
Quasi-Judicial	<input type="checkbox"/>

Recommendation

That council approve the payroll roster.

Motion for Consideration

I move to approve the payroll roster in the amount of \$2,218,693.89, for period ended 11/15/2016, comprised of check numbers 70458 through 70478 and direct deposit numbers 143680 through 144115.

Summary

None.

Alternatives

None.

Fiscal Impact

Total \$2,218,693.89.

Through	Phil Bleazard Nov 17, 13:07:59 GMT-0800 2016
Dept Head Approval	Dan Legard Nov 17, 13:21:22 GMT-0800 2016
City Mgr Approval	Marie Mosley Nov 30, 19:43:07 GMT+0800 2016

Attachments:

Recording Required?

December 6, 2016

All Departments:

November 15, 2016

ADMINISTRATIVE TEAM		1,781.00
CITY COUNCIL		3,621.00
CITY MANAGER		11,188.77
COMMUNITY PLANNING & ECONOMIC DEVELOPMENT		34,745.05
EMPLOYEE & COMMUNITY RELATIONS		50,807.69
ENGINEERING		54,371.14
FACILITIES & GROUNDS		68,784.34
FINANCE		42,318.53
FIRE		225,694.31
LEGAL SERVICES		19,648.19
MANAGEMENT SERVICES		70,971.68
POLICE		392,917.40
	Subtotal General Fund	<u>976,849.10</u>
STREETS		12,849.60
TRAFFIC		22,801.07
	Subtotal Street Fund	<u>35,650.67</u>
BI-PIN		5,751.36
BUILDING SAFETY		32,085.27
COMMUNITY DEVELOPMENT		3,718.90
CRIMINAL JUSTICE		56,683.10
EQUIPMENT RENTAL		8,938.83
MEDICAL SERVICES		127,355.49
METRO GRANT FUND		2,314.73
RISK MANAGEMENT		2,955.23
STORMWATER UTILITY		19,112.87
WATER & SEWER		123,947.74
	Subtotal Other Funds	<u>382,863.52</u>
	Total Salaries and Wages	<u>1,395,363.29</u>
<u>Benefits:</u>		
Dental Insurance		41,501.63
Industrial Insurance		23,911.31
Life Insurance		2,034.33
Long Term Disability Insurance		5,532.89
Medical Insurance		554,559.92
Medical Retirement Account		2,887.50
Retirement		109,385.29
Social Security (FICA)		76,245.37
Vision Insurance		7,272.36
	Total Benefits	<u>823,330.60</u>
	Grand Total	<u><u>\$2,218,693.89</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 \$2,218,693.89 comprised of check numbers 70458 through 70478 and direct deposit numbers 143680 through 144115.

Approved for payment:



Dan Legard, Finance Director

Council Agenda Coversheet



Agenda Item Number	3.d.	Council Date	12/06/2016
Agenda Item Type	Contract/Agreement/Lease		
Subject	Animal Control Facility Agreement		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	City Manager		

Consent Agenda	<input checked="" type="checkbox"/>
Ordinance/Reso	<input type="checkbox"/>
Public Mtg / Hrg	<input type="checkbox"/>
Other	<input type="checkbox"/>
Quasi-Judicial	<input type="checkbox"/>

Recommendation

Staff recommends that Council authorize the Mayor to sign the interlocal agreement with the City of Pasco and the City of Richland for the construction of an animal control authority facility located in Pasco.

Motion for Consideration

I move 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.

Summary

The cities of Kennewick, Pasco & Richland have been discussing the need to replace the existing animal control facility since before 2009. The existing facility has exceeded its useful life and it is time to have a plan for replacement of this facility. During 2015, a consultant was hired to help facilitate a discussion and to bring forward options for consideration. During the October 25th Council workshop, the results of the consultant study were presented to Council. Subsequently, during the biennial budget process, the City incorporated funds to contribute towards the facility replacement in our capital biennial budget.

The attached interlocal agreement with the City of Pasco and City of Richland describe the next steps towards constructing a new animal control facility that will be owned equally by the three cities. Upon approval by all three agencies of this interlocal agreement, a feasibility study will be performed. The attached agreement identifies each of the steps towards construction and decision points along the way. The first decision will be made after the feasibility study has been completed.

Alternatives

None Recommended.

Fiscal Impact

The feasibility study is the first step and this agreement identifies that the feasibility study will be no more than \$60,000 and shared equally among the three jurisdictions. The property purchase, design and construction will all be decisions made based upon the feasibility study results.

Through

Dept Head Approval

City Mgr Approval

Marie Mosley
Dec 01, 12:44:51 GMT-0800 2016

Attachments:

Agreement

Recording Required?

WHEN RECORDED RETURN TO:

City of Pasco, Washington
525 North 3rd
Pasco WA 99301

INTERLOCAL AGREEMENT

Between

CITIES OF PASCO, KENNEWICK and RICHLAND, WASHINGTON

for the

CONSTRUCTION OF AN ANIMAL CONTROL AUTHORITY FACILITY

THIS INTERLOCAL COOPERATIVE AGREEMENT (hereinafter called "Agreement") is made and entered into by and between the City of Kennewick, Washington (hereinafter referred to as "Kennewick"); City of Pasco, Washington (hereinafter referred to as "Pasco"); and the City of Richland, Washington (hereinafter referred to as "Richland"), collectively referred to hereinafter as the "Parties."

WHEREAS, the Parties have entered into that Interlocal Agreement dated the 23rd day of August, 2005, and Amendments hereto, and the Operating Jurisdiction Agreement, dated the 1st day of January, 2007, creating and providing for the operation of the Tri-Cities Animal Control Authority (ACA) for the benefit of the Parties; and

WHEREAS, the Parties have determined there is a need for a new physical facility within which to locate the Animal Control Authority to provide effective and humane animal control; and

WHEREAS, the Parties are authorized by RCW 39.34 to enter into an Interlocal Cooperative Agreement for such purposes.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

Interlocal Agreement
Construction of Animal Control
Authority Facility - 1

1. **Purpose.** The purpose of this Agreement is to:

A) Describe the process, procedures, and conditions by which the Parties will cooperate in the siting, design, and construction of a new animal control facility to serve the needs of the Parties, and such subscribers that may be permitted to participate; and

B) Establish the conditions under which the newly constructed animal control facility shall be operated.

2. **Feasibility Study.**

A) The Parties authorize and direct a feasibility study to be commenced upon the execution of this Agreement to be prepared by a Consultant selected by the Management Committee of the ACA composed of the City Managers, or their designees (Committee) to determine the feasibility of constructing an animal control facility consisting of approximately 8,000 square feet upon real property owned by Pasco generally located at 1312 South 18th Avenue, Pasco, Washington, to consist of up to five (5) acres within that area designated in Exhibit A. The facility to be constructed is more particularly described in Exhibit B, including such components as necessary for the conduct of an animal control program. The facility will also be designed for incremental addition of housing units with future expansion. The feasibility study will include a determination of appropriateness of the site's size and configuration for the construction of the proposed facility while continuing to operate the existing facility, conformance with zoning regulations, any shoreline management and land use requirements, utility service and easements. The feasibility study would include determination of the steps and costs necessary for land use and shoreline permitting, road vacations, easement and boundary adjustments necessary to accommodate the facility; environmental suitability; expansion capacity; the compatibility with neighboring uses, and an estimated construction budget for the Facility. The feasibility study shall also include a statement of estimated long-term operating costs of both the Facility and the program operations.

B) Within three (3) months of the date of the execution of this Agreement by all Parties, the feasibility study shall be completed and submitted to the Committee for its consideration and authorization to proceed.

C) All costs of the feasibility study, not to exceed a total of \$60,000.00, shall be documented by Pasco; presented for approval by the ACA; and such approved costs shall be equally borne among the Parties.

3. Purchase of Property. Upon authorization to proceed by the Parties through the Committee the property shall be acquired by the Parties from Pasco who shall sell by Statutory Warranty Deed an undivided one-third interest in the property to Kennewick; one-third undivided interest to Richland; and retain one-third undivided interest in the property, thereby, creating joint, undivided, and equal interest in the ownership of the property by the Parties.

4. Determination of Purchase Price. The purchase price for the property shall be its fair market value as determined by an MAI qualified appraiser selected by a majority vote of the Committee. The selected appraiser shall provide the appraised value to the Committee of the ACA within sixty (60) days of the Committee's authorization to proceed as provide in Section 3 above. Upon approval of the purchase price by the Committee closing shall occur within ninety (90) days or such other date as the Parties may mutually agree. Payment of the purchase price shall be in cash or by electronic transfer of funds at closing consisting of:

- A) Kennewick's payment of one-third of the purchase price;
- B) Richland's payment of one-third of the purchase price; and
- C) Pasco's receipt of a credit of one-third of the purchase price representing its retained ownership interest in the property.

Closing shall be at Benton-Franklin Title Company, with all costs of closing shared equally among the Parties.

5. Request for Proposals. Upon authorization and approval of the City Managers of the participating jurisdictions, a Request for Proposals (RFP) will be solicited by Pasco for the design and construction management of the ACA facility to be constructed on the purchased property conforming with the project scope, standards and specifications approved by the Committee, and a recommendation for the project budget (including contingencies).

Pasco shall circulate and advertise the RFP, with responses to be received within ninety (90) days. Upon receipt of the RFP responses, Pasco shall present such proposals to the Committee for consideration. The Committee shall have the authority upon unanimous concurrence to accept the qualified proposal meeting the project scope, standards and specification of the RFP that best serves the interest of the Parties. The

Parties reserves the right to reject any and all responses, and retains the right to waive minor irregularities in the procedure. The Parties may then authorize the Committee to proceed with the project.

6. Construction of Facility.

A) Upon acceptance of a completed facility design and project budget, the Committee shall call for, and award a bid for construction of the Facility submitted by a responsible and qualified bidder within the approved construction budget.

B) Pasco shall act as the lead agency for the project and shall provide contract management services, including legal services, inspection services (including authorization for approval or rejection of minor change orders under \$20,000.00 up to \$100,000 of the contingency amount included in the project budget), and secure the City Managers of the participating jurisdiction's approval for major change orders (over \$20,000.00) consistent with the adopted project budget. Pasco will report all approved minor change orders to the City Managers in a timely manner.

C) Pasco as lead agency shall administer the Request for Proposals and any related bid process.

D) Pasco as lead agency shall provide notice of contract award and administrate the contract, including accounting, payment of contractors selected, and keeping the project records subject to the State record retention laws.

7. Payment for Facility Construction. The facility shall be constructed in two phases. The first phase shall consist of site preparation and construction of the new facility. Subject to the payment schedule provided below, final payment for this phase of the project shall be payable upon the issuance of a Certificate of Occupancy of the facility. The second phase shall consist of the demolition of the existing facility and completion of all site improvements of the project including the installation of all fixtures, equipment and furnishings for the project. Final payment for this portion of the project shall be payable upon the unanimous written acceptance by the Committee of the second phase.

Pasco shall secure monthly progress payment invoices showing actual expenditures during the previous month on the project. Invoices shall be based upon contractor's payments, equipment, materials, and labor expended on the project. Pasco shall bill each jurisdiction for one-third of the monthly progress payment which shall be paid to Pasco for payment to the contractor within thirty (30) days of receipt.

Upon completion of the project, Pasco shall conduct a final audit of the project at which time all adjustments required to be made shall be reflected in the final billing prior to acceptance of the project. Any dispute regarding payment, shall be resolved pursuant to Section 12 below, “Dispute Resolution.” Each of the Parties shall be responsible for one-third of the total final cost of construction of the facility.

8. Facility Use. Upon acceptance of the facility by the Committee, after recommendation of the lead agency, the facility shall immediately be available for use by ACA and all third-party contractors for services to the ACA under the terms of the *Interlocal Cooperative Agreement between the Cities of Pasco, Richland, and Kennewick Washington for Creation and Operation of Tri-Cities Animal Control Authority.*

9. Duration. This Agreement shall become effective immediately upon execution by all Parties, and posting of the Agreement on each Party’s website or filed with the respective County Auditors pursuant to RCW 39.34.040. This Agreement shall remain in effect until the construction of the facility is completed in full and the work has been accepted by the Parties, unless terminated sooner by mutual agreement of the Parties, or as provided herein.

10. Termination. This Agreement may be terminated by any Party upon thirty (30) days advance written notice prior to the Committee’s authorization to proceed as provided in Section 3 above.

After authorization to proceed and the award of the construction contract, this Agreement may only be terminated by mutual agreement of the Parties.

11. Changes and Modification. Any Party may request changes, amendments, or additions to any portion of this Agreement, however, except as otherwise provided in this Agreement, no such change, amendment, or addition to any portion of this Agreement shall be valid or binding upon any Party unless it is in writing and executed by all Parties. Such changes shall be made part of this Agreement and shall be posted upon each Party’s website or filed with the County Auditor pursuant to RCW 39.34.040.

12. Dispute Resolution. In the event of a dispute regarding the enforcement, breach, default, or interpretation of this Agreement, the City Managers, or their designees, shall first meet in a good faith effort to resolve such dispute. In the event the dispute cannot be resolved by agreement of the Parties, said dispute shall be resolved by arbitration pursuant to RCW 7.04A, as amended, with all Parties waiving

the right of a jury trial upon trial de novo, with venue placed in Pasco, Franklin County, Washington.

13. Interlocal Agreement. No special budget or funds are anticipated, nor shall be created, except for a temporary fund necessary for the payment of the contractors as provided in Section 7 above. It is not intended that a separate legal entity be established to conduct this cooperative undertaking, nor is the acquiring, holding, or disposing of real or personal property other than as specifically provided within the terms of this Agreement. The City Manager, or his designee for the City of Pasco shall be designated as the Administrator of this Interlocal Agreement.

14. Records. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection by any jurisdiction during the terms of this Agreement, and for three (3) years after its termination. Pasco, as the Administrator of this Agreement, shall comply with all retention requirements under Washington State law.

15. Disposition of Property. In the event of termination of the ACA, failure of any Party to adopt an Animal Control Plan as provided in the ACA Interlocal Agreement or in the event a Party gives notice of intent to withdraw, the remaining Parties may elect to continue participation in the ACA Interlocal Cooperative Agreement, or to terminate that Agreement. On such event, the Parties shall determine a fair market value of the facility, improvements, and fixtures in the same manner as provided in Section 4 above. The remaining Parties may continue by purchase of the withdrawing Party or Parties' interest in the facility. In the event of termination, the facility shall be placed for sale subject to a right of purchase by Pasco for fair market value exercised by giving written notice within sixty (60) days of the date the property is offered for sale and closed within ninety (90) days thereafter; or the right of first refusal equal to any offer received by a bona fide third-party purchaser exercised by written notice within thirty (30) days of the Committee's acceptance of a bona fide third Party offer, and closed within ninety (90) days thereafter. In the event the facility is placed for sale and Pasco does not exercise its right of first purchase nor any bona fide third party offers to purchase have been received, the property shall be disposed by mutual agreement of the Parties with each Party bearing an equal portion of the costs to maintain the property pending disposition.

IN WITNESS WHEREOF, the undersigned having full authorization on behalf of the Parties, have executed this Agreement on the year and date set forth above.

CITY OF KENNEWICK, WASHINGTON

Steve Young, Mayor

Attest:

Terri L. Wright, City Clerk

Approved as to Form:

Lisa Beaton, City Attorney

CITY OF PASCO, WASHINGTON

Matt Watkins, Mayor

Attest:

Debbie Clark, City Clerk

Approved as to Form:

Leland B. Kerr, City Attorney

CITY OF RICHLAND, WASHINGTON

Robert Thompson, Mayor

Attest:

Marcia Hopkins, City Clerk

Approved as to Form:

Heather Kintzley, City Attorney

ANIMAL CONTROL AUTHORITY FACILITY AREA (EXHIBIT A)

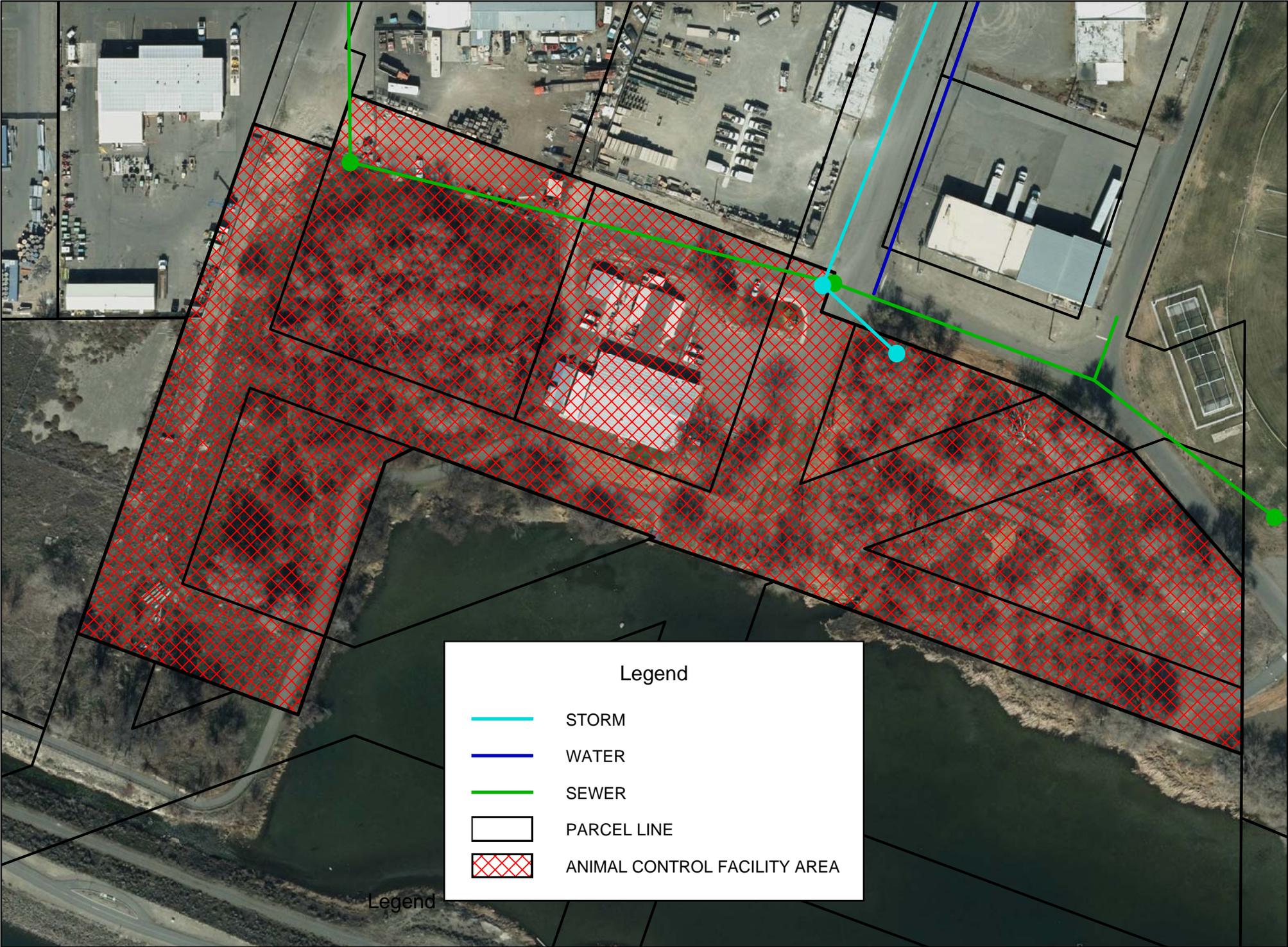


EXHIBIT B

SCOPE OF ANIMAL CONTROL AUTHORITY REPLACEMENT FACILITY PROJECT

The Animal Control Authority facility being constructed pursuant to an interlocal agreement between the cities of Pasco, Kennewick and Richland Washington will be designed and constructed to meet the following requirements:

1. The facility will be constructed on up to a five-acre site, as determined by the feasibility study provided for in the construction agreement, and shall be jointly owned by the three cities.
2. The facility will be no larger than 8,000 square feet in size.
3. The facility will have a total annual capacity equal to 4,563 animals (2433 cats and 2130 dogs) assuming an average length of stay of 12 days per animal.
4. The facility will contain a total of 180 animal housing units of which 150 housing units will be all weather units and 30 will be indoor/outdoor units. Of the 180 housing units, 70 will be for dogs and 80 for cats. The 70 dog housing units will include 30 indoor/outdoor units and 40 all-weather units. At least half of the dog housing units will be designed and constructed to provide housing for more than one dog when required.
5. In addition to animal housing units, the facility shall contain two community cat rooms and an outdoor visitation/exercise area for dogs.
6. The facility shall be designed and constructed so that additional animal housing units may be easily added onto the facility at a future date.
7. Exterior building finishes should be and appear "functional" similar to the existing Benton County Animal Control facility.
8. The facility shall be designed and constructed to meet the City of Pasco's building code and design standards.
9. Animal housing units should be efficient and cost effective with the objective of minimizing staffing and maintenance requirements over the life of the facility. An analysis of the housing unit options and a recommendation shall be provided to the ACA Board for approval prior to completion of the draft design.

Council Agenda Coversheet



Agenda Item Number	3.e.	Council Date	12/06/2016
Agenda Item Type	Contract/Agreement/Lease		
Subject	Animal Control Operating Agreement		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	City Manager		

Consent Agenda	<input checked="" type="checkbox"/>
Ordinance/Reso	<input type="checkbox"/>
Public Mtg / Hrg	<input type="checkbox"/>
Other	<input type="checkbox"/>
Quasi-Judicial	<input type="checkbox"/>

Recommendation

Staff recommends that Council 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.

Motion for Consideration

I move 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.

Summary

The cities of Kennewick, Pasco & Richland have been discussing the need to replace the existing animal control facility since before 2009. The existing facility has exceeded its useful life and it is time to have a plan for replacement of this facility. During 2015, a consultant was hired to help facilitate a discussion and to bring forward options for consideration. Included in the consultant scope of work was to determine the best approach the cost sharing for the operations of the animal control facility. During the October 25th Council workshop, the results of the consultant study were presented to Council.

The attached interlocal agreement with the City of Pasco and City of Richland describe the approach to sharing costs and oversight of the Tri-Cities animal control authority. The current animal control authority interlocal agreement shares the costs equally among the three jurisdictions. This new agreement identifies which costs are base costs versus usage costs (see exhibit A) and allocates the base costs equally and the usage costs based upon an average of the last five full years of animal intake data. Once we are able to establish accurate data on calls for service, we will include both intake and calls for service in the usage allocation. The agreement also allows for additional subscriber organizations to join at a later time and describes how the costs would be allocated if we have subscriber jurisdictions as well as if we have just the three owner jurisdictions of Kennewick, Pasco & Richland. The agreement also has Pasco continuing as the operating jurisdiction.

This Agreement shall become effective upon acceptance and occupancy of Phase I of the Animal Control Authority Facility, and shall expire on December 31, 2027.

Alternatives

None Recommended.

Fiscal Impact

We previously paid for 1/3 of the animal control authority operating costs. This agreement will most likely increase the operating costs for Kennewick since we have more animals (usage) than Richland, although we have less usage than Pasco. This new agreement was anticipated when we prepared the 2017/2018 biennial budget.

Through

Attachments: Agreement

Dept Head Approval

City Mgr Approval

Marie Mosley
Dec 01, 12:55:19 GMT-0800 2016

Recording Required?

FILED FOR RECORD AT REQUEST OF:

City of Pasco, Washington

WHEN RECORDED RETURN TO:

City of Pasco
525 North 3rd
Pasco WA 99301

INTERLOCAL COOPERATIVE AGREEMENT
Between
CITIES OF PASCO, RICHLAND, AND KENNEWICK WASHINGTON
For
CREATION AND OPERATION OF
TRI-CITIES ANIMAL CONTROL AUTHORITY

THIS INTERLOCAL COOPERATIVE AGREEMENT, is made and entered into this ____ day of _____ 2016, pursuant to the Interlocal Cooperation Act, RCW 39.34, by and between the City of Pasco, a municipal corporation of the State of Washington, hereinafter referred to as “Pasco”, the City of Kennewick, a municipal corporation of the State of Washington, hereinafter referred to as “Kennewick,” and the City of Richland, a municipal corporation of the State of Washington, hereinafter referred to as the “Richland,” and collectively referred to as “Cities” or “Participating Jurisdictions.”

WHEREAS, the Cities are, pursuant to Chapter 39.34 RCW the Interlocal Cooperation Act, authorized to exercise their powers jointly thereby maximizing their ability to provide services and facilities which will best fulfill common needs of the Cities, and;

WHEREAS, the Cities, by their respective City Councils, have determined that animal control services may be best implemented on a shared basis in a manner deemed most efficient and effective for the Cities; and

WHEREAS, the Cities agree that this Agreement shall replace all prior Interlocal Agreements and amendments thereof and all Operating Jurisdiction Agreements and amendments thereof, that may have governed the subject of this Agreement.

NOW, THEREFORE, in consideration of mutual covenant contained herein, it is agreed by and between the Parties hereto as follows:

1. Purpose.

A) To establish and maintain the Tri-City Animal Control Authority (ACA) created by Interlocal Cooperative Agreement to provide for animal control services among the Participating Jurisdictions and potential service subscribers.

B) To replace all previous Interlocal Cooperative Agreements and all amendments thereto that previously created and established the current ACA.

C) To provide for a Management Committee to determine the best manner in which to provide animal control services, including contracting with independent contractor(s) or a member entity for the provision of some or all of the animal control services required for the purpose of sharing the services and responsibilities among the Cities in the most efficient manner.

D) To select and empower Pasco to serve as the Operating Jurisdiction for the day to day management of animal control services, including providing, if necessary, the manpower and facilities required to carry out all or a portion of the animal control function as identified in the Agreement.

E) To provide a method for the sharing of the ongoing operating and administrative costs of providing animal control services as defined in this Agreement.

F) To achieve equitable cost sharing for each of the Cities for animal control services, by avoiding redundant expenses, activities, and facilities, while enjoying the efficiencies of scale resulting from a unified service to the combined territorial jurisdictions of the Cities.

G) To preserve to each of the Cities the ability to establish and enforce its own individual standards, regulations, and fees for animal control.

H) To provide for efficient and effective animal control services for the citizens of the Cities.

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

A) “Base Costs” shall mean the management, operating and capital improvement costs or revenues, classified as “base costs” in Exhibit A,

associated with providing animal control services which would be present regardless of the amount of service provided over time.

B) “Capital Improvement Cost” shall mean the costs associated with the major maintenance and improvement of animal control authority capital assets including its fleet, facilities and site.

C) “Cities” or “Participating Jurisdictions” shall mean the cities of Pasco, Kennewick, and Richland, Washington, and any other municipal corporation, which upon payment of a capital contribution for the Facility is added as a Participating Jurisdiction as provided in Section 4.

D) “Management Costs” shall mean the costs associated with management and administration of animal control services, including physical facility expenses, by the operating jurisdiction.

E) “Operating Costs” shall mean all costs associated with the administration, management, day to day operation, upkeep and maintenance of animal control services and programs.

F) “Operating Jurisdiction” shall mean that designated Participating Jurisdiction responsible for the day-to-day operation of the animal control services and the administration of this Agreement, more particularly stated in Section 3.B below. The initial Operating Jurisdiction shall be the City of Pasco.

G) “Service Contractor” shall mean a Participating Jurisdiction or a qualified third-party independent contractor selected to provide day-to-day animal control services and the physical implementation of the animal control plan.

H) “Subscriber” shall mean any municipal jurisdiction or other entity other than a Participation Jurisdiction, which by contract, receives some or all ACA services.

I) “Usage Costs” shall mean the management, operating and capital improvement costs or revenues, classified as “usage costs” in Exhibit A, associated with providing animal control services which vary by the amount of service provided over time.

3. Administration. Administration of the ACA shall be conducted in the following manner:

A) Management Committee. The City Manager or their designee from each of the Participating Jurisdictions shall constitute the Management

Committee (Committee). The Committee shall meet not less than once per calendar quarter as necessary to accomplish the purposes of this Interlocal Cooperative Agreement. The Committee shall be responsible for preparing a plan for animal control services, subject to approval by the council of the Cities, for providing animal control services within the total combined jurisdictional territory of the Cities and any subscriber's jurisdictional territory. The City Manager of Pasco or their designee, as the representative of the Operating Jurisdiction, shall serve as the Chair of the Committee. The Committee shall:

- 1) Be responsible for establishing policies for implementation of the Animal Control Plan adopted by the Cities.
- 2) Approve and execute contracts for services necessary for the implementation of the Animal Control Plan.
- 3) Develop a proposed annual budget for presentation to each of the Cities for their approval for each calendar year during the term of this Agreement.
- 4) Provide reports of the activities and progress of the Animal Control Plan to each of the Cities at least annually during the term of this Agreement.
- 5) Provide a venue for dispute resolution among participants in the Animal Control Plan.
- 6) Provide such administrative assistance, expertise, and direction as is necessary for the successful implementation of the plan.
- 7) Secure such services as are necessary for the implementation of the Animal Control Plan.

B) Operating Jurisdiction.

1) Appointment. Pasco shall be designated as the Operating Jurisdiction for the Tri-City Animal Control Authority unless otherwise designated by unanimous written consent of the Participating Jurisdictions.

2) Scope of Services for Operating Jurisdiction. The Operating Jurisdiction shall provide the following services:

(a) The day-to-day operations of the Animal Control Services, including the enforcement of the rules, regulations, and ordinances of the Participating Jurisdictions.

(b) All service contractors, providers, resources, and facilities necessary for the implementation of the Animal Control Plan shall be provided by or managed by the Operating Jurisdiction.

(c) The Operating Jurisdiction shall provide all necessary support services for the implementation of the Animal Control Plan, including but not limited to accounting, legal services, records management, risk management, and personnel management.

(d) The Operating Jurisdiction will manage all contracts with any service contractors or other entities for services performed under the Animal Control Plan and prepare and administer all rules and regulations.

(e) The Operating Jurisdiction shall implement policies adopted by the Committee and issue periodical reports to the Committee on the implementation of the Animal Control Plan.

(f) Maintain a separate fund for the receipt of funds from the Cities and for the payment of expenses for the ACA.

(g) Maintain records on ACA-owned equipment and inventory, including vehicle maintenance and replacement accounting.

(h) Schedule periodic meetings of the ACA.

(i) Retain records related to the ACA pursuant to the State's retention schedule(s) and respond in a lawful manner to all public records requests seeking ACA related records.

3) Compensation. An estimated budget for performing the services of the Operating Jurisdiction shall be calculated on an annual basis. The cost-sharing method outlined in Section 7 of this Agreement shall determine the percentage allocation of the total cost to each of the Participating Jurisdictions. Each year, the annual budget and compensation due to the Operating Jurisdiction by each of the other

Participating Jurisdictions shall be determined by the Committee prior to September 1 of the prior year. Any extraordinary or unanticipated cumulative expenses that may exceed the annual budget, must be approved by unanimous written consent of the Participating Jurisdictions. Each of the Participating Jurisdictions, other than Pasco, shall be responsible for payment of their pro-rata share of the compensation for the Operating Jurisdiction. As the Operating Jurisdiction, Pasco shall bill each of the other Participating Jurisdiction monthly, in conjunction with the billing for the monthly animal control contractor payments, that Participating Jurisdiction's share of the annual compensation.

4. Admission of New Participating Jurisdictions and Subscribers.

A) Process for Adding New Participating Jurisdictions. Upon receipt of a written request by a jurisdiction to join as a Participating Jurisdiction in the ACA, the Committee may, upon unanimous approval, admit the applicant as a Participating Jurisdiction subject to determination of its proportionate share of facilities capital contribution, and of its operating costs which will be included in a written Addendum to this Agreement.

B) Subscriber. Upon receipt of a written request by a jurisdiction or other entity to receive a portion or all of ACA's services for a contract fee, the amount and scope of such services will be included in a written Agreement.

5. Service Contractor. A service contractor shall be selected by the unanimous approval of the Committee to provide animal control services and implement and perform the Animal Control Plan. The services of the service contractor shall be managed by the Operating Jurisdiction pursuant to the terms of an Agreement negotiated between the ACA and the service contractor.

6. Animal Control Plan Basic Services. The Animal Control Plan as developed by the Committee and approved by the legislative body of each Participating Jurisdiction, shall provide a base level of services for each of the Participating Jurisdictions:

A) Shelter and holding of stray and owner surrender animals.

B) Enforcement of animal control ordinances of Participating Jurisdictions.

C) Cooperation with police departments and licensing programs of Participating Jurisdictions.

- D) Animal Control Authority sponsored or provided programs to provide for or further adoption of stray or owner surrender animals and control the size of such animal populations
- E) Regulation and apprehension of vicious or dangerous animals.
- F) Removal of dead animals from the public right-of-way.
- G) Apprehension of stray animals.
- H) Impounding and boarding of apprehended animals.
- I) Euthanasia of unclaimed animals.
- J) Disposal of animal remains.
- K) Owner notification of found animals and identi-code retrievals.

The level of the above-enumerated Animal Control Services together with the method and manner of the delivery of such services shall be delineated in the Animal Control Plan. The Participating Jurisdictions may modify the scope of the base level of services by mutual agreement.

Nothing herein will limit any of the Participating Jurisdictions from individually securing additional Animal Control Services above and beyond those basic services enumerated above and in the Animal Control Plan, from the Operating Jurisdiction, by contract for additional fees. Any such services shall be negotiated independently of this Agreement.

7. Cost Sharing Assessment and Reimbursement. The Operating Jurisdiction shall submit an annual budget on or before August 15 of each year, of expenses for Animal Control Services for approval by the Committee. Subscriber fees shall be included in the proposed budget. Each Participating Jurisdiction shall maintain by ordinance or regulation its own rates and charges for compliance with their respective animal codes and fines and forfeitures for its enforcement within its territorial jurisdiction. All revenues derived therefrom shall be solely the revenues of that Participating Jurisdiction. The specific fund necessary for the implementation of this Agreement shall be maintained at the Operating Jurisdiction and shall be designated the “Tri-City Animal Control Operating Fund.”

- A) Capital Improvement Cost Sharing. Costs for capital improvements approved by the Participating Jurisdictions, shall be shared

equally among the Participating Jurisdictions. The Operating Jurisdiction shall bill the Participating Jurisdictions on behalf of the ACA.

B) Operating Cost Sharing. The cost of animal control authority operations including physical facility, maintenance and operating costs, administrative costs, management costs, and program costs, shall be shared among the ACA facility Participating Jurisdictions and subscribers to animal control authority services. Operating costs shall be classified as either base costs or usage costs according to the cost classification system established and periodically amended by the Committee in Exhibit A to this Agreement. The annual operating cost sharing formula established in subsection D) below of this section shall be used by the Operating Jurisdiction to bill the Participating Jurisdictions and subscribers monthly.

C) ACA Budget. The Committee shall adopt a budget annually. Incident to budget approval shall be the ability to reclassify the distribution of costs as identified in Exhibit A. The budget shall encompass all ACA facility, program and administrative costs. The budget and annual cost sharing formula to be applied to the budget, shall be submitted as approved by the Committee, to Participating Jurisdictions and subscribers by September 15 of each year.

D) Annual Operating Cost Sharing Formula. The costs included in Exhibit A to this Agreement will be shared initially among the Participating Jurisdictions of the ACA facility based on a two-part formula. The first part of the formula covers base costs and the second part covers usage costs. Initially, the base cost and usage cost share for each Participating Jurisdiction will be added together to establish the total cost share for each Participating Jurisdiction.

1) Base costs will be shared equally among the Participating Jurisdictions. The initial three (3) Participating Jurisdictions would share base costs on a one-third basis.

2) Usage costs will be shared proportionately among the Participating Jurisdictions based on the intake of animals. Animal intake shall be determined on the basis of a five-year average of annual data (January 1 to December 31) and shall include all types and breeds of animals. A rolling five years of annual data available at the time that the Committee submits its budget and collected and reported by the ACA shall be used for this purpose.

3) Additional contract services as provided for in Section 6 of this Agreement, shall be included in the budget and will be paid in full by the contracting jurisdiction.

4) Beginning January 1, 2017 the ACA shall collect and report monthly data on calls for service from each jurisdiction receiving services from the ACA. Calls for service will be defined and data shall be reported in a manner and format approved by the Committee.

5) Beginning with the 2023 annual ACA budget, the Committee shall modify the usage cost sharing portion of the formula to be applied in 2023 by averaging five running years of annual data for calls for service and animal intake for each Participating Jurisdiction. Equal weight will be given in the formula to intake and calls for service. The base cost sharing formula shall remain the same. The application of the base and usage cost formula and its calculation shall be submitted with each budget.

E) Change in Cost Sharing Formula Due to Addition or Deletion of Participating Jurisdictions or Subscribers. The cost sharing formula will be modified when Participating Jurisdiction or subscribers to ACA services are added or deleted from ACA agreements. Participating Jurisdictions would continue to share facility operating costs and base costs in equal shares determined by dividing total facility operating and base costs by the number of Participating Jurisdictions.

Usage costs would continue to be shared based on the proportional usage of all Participating Jurisdictions and subscribers. Until 2023 the usage cost formula based on animal intake in subsection D)5) above would apply, in 2023 and thereafter the cost sharing formula based on a combination of animal intake and calls for service in subsection D)2) above would apply. Additional Participating Jurisdictions or subscriber's usage cost share would be determined according to annual data available at the time, which may initially be an estimate, followed by one year of data building over five years to a five-year average.

8. Integration, Modification and Severability. The Participating Jurisdictions agree that except for (a) the Personal Services Agreement with the service contractor; (b) annual budgets as submitted by the Committee including any reassignment of the allocation of costs as provided in Exhibit A; and (c) the *Interlocal Agreement Between the Cities of Pasco, Kennewick and Richland for the Construction of an Animal Control Authority Facility*, this Agreement is the complete expression of the terms hereto and any prior written or verbal representations or understandings not incorporated herein are excluded. This Agreement may be modified, amended, or terminated only upon written agreement upon unanimous approval of the Participating Jurisdictions. 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 that can be given effect without the invalid term, condition, or application., and such provisions shall be deemed modified to secure such invalidity. To this end, the terms and conditions of this Agreement are declared severable.

9. Operating Jurisdictional Insurance Requirements. The Operating Jurisdiction shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Operating Jurisdiction, their agents, representatives, employees, or subcontractors. Any waiver by any party hereto with regard to any of its rights hereunder shall be in writing and shall not constitute or act as a waiver to any future rights which such party might have hereunder.

A) Minimum Insurance Requirements. The Operating Jurisdiction shall obtain insurance of the types described below:

1) Automobile Liability insurance covering all Participating Jurisdiction, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2) Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01. Non-operating jurisdictions shall be named as an insured under the Operating Jurisdiction's Commercial General Liability insurance policy with respect for the work performed for the Cities using ISO Additional Insured endorsement CG 20 10 10 01 or substitute endorsements providing equivalent coverage.

3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B) Minimum Amounts of Insurance. The Operating Jurisdiction shall maintain the following insurance limits:

1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

C) Other Insurance Provisions. The insurance policies are to

contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1) The Operating Jurisdiction insurance coverage shall be primary insurance in respect to the non-operating jurisdictions. Any insurance, self-insurance, or insurance pool coverage maintained by the non-operating jurisdictions shall be excess of the Operating Jurisdictions insurance.

2) The Operating Jurisdictions insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D) Acceptability of Insurers. Insurance is to be placed with insurers with a current (at time of placement) A.M. best rating of not less than A: VII.

E) Verification of Coverage. The Operating Jurisdiction shall furnish the Participating Jurisdictions with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Operating Jurisdiction before commencement of the work.

F) Participation in a Governmental Self-Insured Risk Pool, Washington Cities Insurance Authority (WCIA) shall satisfy all conditions set forth in Section 9 of this Agreement.

10. Operating Jurisdiction Indemnification/Hold Harmless. The Operating Jurisdiction shall defend, indemnify, and hold the other Participating jurisdictions, their officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the non-operating jurisdictions.

11. Service Contractors Insurance Requirements. Any service contractors providing all or a portion of Animal Control Services under the Animal Control Plan shall procure and maintain commercial general liability (CGL) insurance naming the Participating Jurisdictions as additional insured's with coverage limits no less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) aggregate for bodily injury and property damage applicable to all activities performed under the terms of this Agreement and/or the Animal Control Plan.

12. Service Contractors Indemnification/Hold Harmless. Any service contractors providing all or a portion of Animal Control Services under the Animal

Control Plan shall defend, indemnify, and hold harmless the Participating Jurisdictions, their officers, officials, employees, and volunteers from and an all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Agreement and all other Agreements governing the Animal Control Plan, except for injuries and damages caused by the sole negligence of any of the Participating Jurisdictions.

13. Term of Agreement and Termination. This Agreement shall become effective upon acceptance and occupancy of Phase I of the Animal Control Authority Facility, and shall expire on December 31, 2027. This Agreement will automatically renew in five year increments unless any Participating Jurisdiction gives written notice of its intent to withdraw from this Agreement, at least twenty-four (24) months prior to the date of withdrawal. Upon notice of withdrawal by any of the Participating Jurisdictions, the remaining Participating Jurisdictions may elect to continue participation in this Interlocal Cooperative Agreement or to terminate this Agreement. Withdrawal of a Participating Jurisdiction in any calendar year other than as provided above, shall not entitle the withdrawing Participating Jurisdiction to a reduction or refund with respect to the funds budgeted for or otherwise committed for the remaining term up to the effective date of the withdrawal.

14. Facilities Maintenance and Operation. Upon acceptance and occupancy of the Animal Control Authority Facility, the terms of this Agreement shall govern the use, maintenance and operation of the facility. The Facility shall immediately be made available for use by the ACA and all third-party contractors for services to the ACA. Rental of any portions of the Facility not occupied by ACA, or its third-party contractor, may be available for sublet and on such terms as approved by the Committee with the rental proceeds being applied against the cost of maintenance of the facility.

15. Disposition of Property. In the event of termination of the ACA; failure of any party to adopt an Animal Control Plan as provided in this Agreement; or in the event a party gives notice of intent to withdraw, the remaining parties may elect to continue participation in this Agreement, or to terminate this Agreement. On such event, the Parties shall determine a fair market value of the facility by an MAI qualified appraiser selected by a majority vote of the Committee. Such selected appraiser shall provide the appraised value to the Committee of the ACA within sixty (60) days of the Committee's authorization to proceed with withdrawal of a party or termination of the ACA. The remaining parties may continue by purchase of the withdrawing party or parties' interest in the facility. In the event of termination, the facility shall be placed for sale subject to a first right of purchase by Pasco for fair market value exercised by giving written notice within sixty (60) days of the date the property is offered for sale and closed within ninety (90) days thereafter; or the right of first refusal equal to any offer received by a bona fide third-party purchaser exercised by written notice within thirty (30) days of the Committee's acceptance of a bona fide third-party offer, and

closed within ninety (90) days thereafter. In the event the facility is placed for sale and Pasco does not exercise its right of first purchase nor any bona fide third party offers to purchase have been received, the property shall be disposed by mutual agreement of the parties with each party bearing an equal portion of the costs to maintain the property pending disposition.

16. Inspection of Records. The records and documents with respect to all matters covered by this Interlocal Cooperative Agreement shall be subject to inspection, review or audit by any Participating Jurisdiction during any term of this Agreement and for three (3) years after its termination.

17. Filing. As provided by RCW 39.34.040, prior to its entry in force, this Agreement shall be filed with the respective City Clerk, the County Auditors for Benton and Franklin Counties, or alternatively posted on the Participating Jurisdiction's website or other electronically retrievable public source.

18. Amendments. This Agreement may only be amended by written agreement of all the undersigned Participating Jurisdiction.

19. General Provisions.

A) For the purpose of this Agreement, time is of the essence.

B) Dispute Resolution. In the event of a dispute regarding the enforcement, breach, default, or interpretation of this Agreement, the City Managers, or their designees, shall first meet in a good faith effort to resolve such dispute. In the event the dispute cannot be resolved by agreement of the parties, said dispute shall be resolved by arbitration pursuant to RCW 7.04A, as amended, with both parties waiving the right of a jury trial upon trial de novo, with venue placed in Pasco, Franklin County, Washington.

C) Interlocal Agreement. It is not intended that a separate legal entity be established to conduct this cooperative undertaking, nor is the acquiring, holding, or disposing of real or personal property other than as specifically provided within the terms of this Agreement. The City Manager, or his designee, for the City of Pasco shall be designated as the Administrator of this Interlocal Agreement.

D) No Waiver. Any waiver by any party hereto with regard to any of its rights hereunder, shall be in writing and shall not constitute nor act as a waiver for any future rights in which such party may have hereunder.

20. Notices. Written notice shall be directed to the parties as follows:

City of Pasco
Attn: Dave Zabell, City Manager
PO Box 293
Pasco, WA 99301

City of Kennewick
Attn: Marie Mosley, City Manager

Kennewick, WA 99337

City of Richland
Attn: Cindy Reents, City Manager

Richland, WA 99352

IN WITNESS WHEREOF, the undersigned having full authorization on behalf of the parties, have executed this Agreement on the year and date set forth above.

CITY OF PASCO, WASHINGTON

Matt Watkins, Mayor

Attest:

Debbie Clark, City Clerk

Approved as to Form:

Leland B. Kerr, City Attorney

CITY OF KENNEWICK, WASHINGTON

Steve Young, Mayor

Attest:

Terri L. Wright, City Clerk

Approved as to Form:

Lisa Beaton, City Attorney

CITY OF RICHLAND, WASHINGTON

Robert Thompson, Mayor

Attest:

Marcia Hopkins, City Clerk

Approved as to Form:

Heather Kintzley, City Attorney

ACA Operating Agreement			
Exhibit A			
(Note: Contracts for additional services beyond basic services are paid for by the contracting party and included in the budget as such)			
	Distribution Method		
Administrative and Operating Cost Allocation	Base	Usage	
Operating Jurisdiction Compensation			
Administrative Oversight	X		
Contract Administration and Records	X		
Accounting/Billing	X		
Staffing Salary and Benefits			
Administration			
Shelter Director	X		
Administrative Assistant	X		
Animal Control Enforcement Staffing	First 3 FTE	All other FTE	
Animal Intake and Customer Service Staffing	X		
Animal Care and Kennel Care Staffing		X	
Operating Costs			
Staff - Uniforms, communication, training	First 3 FTE	All other FTE	
Animals - Food, medication, hygiene supplies, medical supplies, handling supplies		X	
Office - office supplies, computers, business license	X		
Facility Cleaning		X	
Vehicles -- gas, oil, minor repair	First three	All other	
Programs -- traps, advertising, software		X	
Insurance -- Vehicle, Liability and Facility	X		
Professional Services			
Veterinarian		X	
Legal		X	
Answering Service		X	
Cremation Services		X	
Vehicle Repair and Maintenance		X	
Other		X	
Facility Costs			
Utilities, Internet and Garbage	X		
Building and Systems Repair and Maintenance	X		
Grounds Repair and Maintenance	X		

Revenue			
Facility operations revenue	X		
Investment interest	X		
Subscriber fees	X		
Assets			
Cash Balance	X		
Reserves for replacement	X		
Facility	X		
Real Property	X		
Furnishings including modular animal housing	X		
Vehicles	X		
Equipment	X		

ACA Operating Agreement Exhibit B

Example of annual cost sharing for three owner jurisdictions:

1. Base Costs are divided equally.

Example base cost formula and its calculation

Kennewick – one third

Pasco – one third

Richland – one third

If total annual base costs were \$300,000 then each owner would pay one third per year (\$300,000 / 3 = \$100,000).

2. Usage Costs are divided proportionately based on an average of the last five full years of animal intake data.

Example of usage cost formula and its calculation

Kennewick – 39.4%

Pasco – 44.7%

Richland – 15.9%

	2010	2011	2012	2013	2014	5 Year Average	Proportion
Richland	709	587	614	449	341	540	15.9%
Kennewick	1686	1566	1452	1007	967	1335.6	39.4%
Pasco	1728	1711	1683	1351	1093	1513.2	44.7%
Total Intake	4123	3864	3749	2807	2401	3388.8	100.0%

If total annual usage costs were \$600,000 then each participant would pay their proportion of the cost. Participant proportion X total usage costs = participants share of annual cost (39.4% X \$600,000 = \$236,400).

3. Total Cost

Each owner would pay their base costs (one third) plus their usage cost (proportional cost) per year. For example, if base cost was \$100,000 plus \$236,400 in usage costs then total cost would be \$336,400. It should be noted that participating jurisdictions may contract for additional services beyond the scope provided by ACA and would pay for those services in addition to their base and usage costs.

Example of annual cost sharing for three owners in 2022

1. Base costs would continue to be divided based on each owner paying one third.
2. Usage Costs are divided proportionately based on TWO FACTORS an average of the last five full years of animal intake data and an average of the last full five years of calls for service.

Example of usage cost formula and its calculation

Kennewick – 38.0% (Intake 39.4 plus Calls 36.8 divided by 2 = 38%)

Pasco – 43.3% (Intake 44.7 plus Calls 41.8 divided by 2 = 43.3%)

Richland – 18.7% (Intake 15.9 plus Calls 21.4 divided by 2 = 18.7%)

INTAKE	2017	2018	2019	2020	2021	5 Year Average	Proportion
Richland	709	587	614	449	341	540	15.9%
Kennewick	1686	1566	1452	1007	967	1335.6	39.4%
Pasco	1728	1711	1683	1351	1093	1513.2	44.7%
Total Intake	4123	3864	3749	2807	2401	3388.8	100.0%

CALLS	2017	2018	2019	2020	2021	5 Year Average	Proportion
Kennewick	1505	1620	1548	1591	1661	1585	36.8%
Pasco	1755	1642	1806	1856	1938	1800	41.8%
Richland	877	752	959	985.7	1029	921	21.4%
Total Calls	4144	4029	4300	4420	4615	4302	100.0%

If total annual usage costs were \$600,000 then each participant would pay their proportion of the cost. Participant proportion X total usage costs = participants share of annual cost (38% X \$600,000 = \$228,000).

3. Total Cost

Each owner would pay their base costs (one third) plus their usage cost (proportional cost) per year. For example if base cost was \$100,000 plus \$228,000 in usage costs then total cost would be \$328,000. It should be noted that participating jurisdictions may contract for additional services beyond the scope provided by ACA and would pay for those services in addition to their base and usage costs.

Example of annual cost sharing for three owner jurisdictions and two subscribers

1. Base Costs are divided equally among owners.

Example base cost formula and its calculation

Kennewick – one third
Pasco – one third
Richland – one third

If total annual base costs were \$300,000 then each owner would pay one third per year (\$300,000 / 3 = \$100,000).

2. Usage Costs are divided proportionately among participants based on an average of the last five full years of animal intake data.

Example of usage cost formula and its calculation

Kennewick – 34%
Pasco – 38.5%
Richland – 13.8%
Subscriber A – 3.1%
Subscriber B – 10.6%

INTAKE	2010	2011	2012	2013	2014	5 Year Average	Proportion
Richland	709	587	614	449	341	540	13.8%
Kennewick	1686	1566	1452	1007	967	1335.6	34.0%
Pasco	1728	1711	1683	1351	1093	1513.2	38.5%
Subscriber A	100	125	130	120	135	122	3.1%
Subscriber B	450	425	390	400	410	415	10.6%
Total Intake	4673	4414	4269	3327	2946	3925.8	100.0%

If total annual usage costs were \$600,000 then each participant would pay their proportion of the cost. Participant proportion X total usage costs = participants share of annual cost (34% X \$600,000 = \$204,000).

3. Total Cost

Each owner would pay their base costs (one third) plus their usage cost (proportional cost) per year. For example, if base cost was \$100,000 plus \$204,000 in usage costs then total cost would be \$336,400.

Each participant would pay only their usage cost share. For example, base cost would be zero plus 10.6% of \$600,000 = \$63,600.

It should be noted that participating jurisdictions may contract for additional services beyond the scope provided by ACA and would pay for those services in addition to their base and usage costs.

Council Agenda Coversheet



Agenda Item Number	3.f.	Council Date	12/06/2016
Agenda Item Type	Contract/Agreement/Lease		
Subject	Southridge Boulevard Reconstruction		
Ordinance/Reso #		Contract #	
Project #	P1515-16	Permit #	
Department	Public Works		

Consent Agenda	<input checked="" type="checkbox"/>
Ordinance/Reso	<input type="checkbox"/>
Public Mtg / Hrg	<input type="checkbox"/>
Other	<input type="checkbox"/>
Quasi-Judicial	<input type="checkbox"/>

Recommendation

That City Council award Contract P1515-16 (Southridge Boulevard Reconstruction) to POW Contracting, Inc. in the amount of \$1,019,889.88.

Motion for Consideration

I move to award Contract P1515-16 (Southridge Boulevard Reconstruction) to POW Contracting, Inc. in the amount of \$1,019,889.88.

Summary

Eight (8) bids were received on November 30, 2016 at 10:00 a.m.

POW Contracting, Inc.	\$ 1,019,889.88
Big D's Construction	\$ 1,127,812.07
C & E Trenching, LLC	\$ 1,144,459.94
N & N Excavation, LLC	\$ 1,177,621.76
Culbert Construction, Inc.	\$ 1,221,596.89
Apollo, Inc.	\$ 1,225,683.96
Premier Excavation	\$ 1,253,830.75
Scout Lake Construction, Inc.	\$ 1,383,892.27

Engineer's Estimate: \$ 1,076,056.58

This project is for the reconstruction of Southridge Boulevard, north from Christensen Road for approximately 2100' to tie into the existing curbs south of the Southridge Boulevard and Ridgeline Drive roundabout. The project includes water, sewer, storm drainage, curb and gutter, sidewalk, streetlights and other miscellaneous improvements.

A memo summarizing the cost for this project is attached.

Alternatives

None recommended.

Fiscal Impact

Contract Budget:

103.010.595.30.63.14 - Southridge Industrial - UGA Expansion \$1,000,000.00

Through	Bruce Beauchene Nov 30, 12:50:00 GMT-0800 2016
Dept Head Approval	Cary Roe Nov 30, 12:56:58 GMT-0800 2016
City Mgr Approval	Marie Mosley Nov 30, 21:35:20 GMT+0800 2016

Attachments:

Recording Required?

November 30, 2016

MEMORANDUM

TO: Cary M. Roe, P.E.
FROM: Bruce Beauchene, P.E.
RE: Contract P1515-16, Southridge Boulevard Reconstruction
Award Budget Summary

The following is a summary of the cost associated with this project:

Contract Bid Summary

Schedule A - Street	\$515,796.39
Schedule B – Signs/Striping/Lighting	\$55,190.50
Schedule C – Storm Drainage	\$143,152.50
Schedule D – Sewer	\$96,184.85
Schedule E – Water	\$147,413.64
<u>Schedule F – Street (Bid Alternative)</u>	<u>\$62,152.00</u>
Estimated Contract Cost	\$1,019,889.88

Street, Signs/Striping/Lighting, Storm Drainage, and Bid Alternative Summary

Schedule A, B, C, & F	\$776,291.39
Contingency @ 10%	\$77,629.14
PBS Geotechnical Report	\$15,700.00
Design Engineering	\$30,338.49
<u>Construction Engineering @ 7.5%</u>	<u>\$58,221.85</u>
Total Estimated Street Cost	\$958,180.87

Sewer Summary

Schedule D – Sewer	\$96,184.85
Contingency @ 10%	\$9,618.49
<u>Construction Engineering @ 7.5%</u>	<u>\$7,213.86</u>
Total Estimated Sewer Cost	\$113,017.20

Water Summary

Schedule E – Water	\$147,413.64
Contingency @ 10%	\$14,741.36
<u>Construction Engineering @ 7.5%</u>	<u>\$11,056.02</u>
Total Estimated Street Cost	\$173,211.03

Total Estimated Project Cost \$1,244,409.10

Budget Summary

103.010.595.11.63.14 - Preliminary Engineering	\$35,000
103.010.595.12.63.14 - Construction Engineering	\$35,000
103.010.595.30.63.14 – Roadway	\$1,000,000
401.010.594.34.65.41 – UGA Water Improvements	\$262,500
401.010.594.35.65.41 – UGA Sewer Improvements	\$125,000
Total	\$1,457,500

I recommend awarding the project as submitted.

Council Agenda Coversheet



Agenda Item Number	3.g.	Council Date	12/06/2016
Agenda Item Type	Contract/Agreement/Lease		
Subject	Bob Olson Parkway Interlocal Agreement		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	City Attorney		

Consent Agenda	<input checked="" type="checkbox"/>
Ordinance/Reso	<input type="checkbox"/>
Public Mtg / Hrg	<input type="checkbox"/>
Other	<input type="checkbox"/>
Quasi-Judicial	<input type="checkbox"/>

Recommendation

That Council authorize the Mayor to sign the Interlocal Agreement.

Motion for Consideration

I move 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.

Summary

As a part of the larger Bob Olson Parkway corridor project, the City is constructing a portion of Bob Olson Parkway located in unincorporated Benton County from approximately the five corners roundabout to section seven which is the city limit/county line. The purpose of the attached Interlocal Agreement is to permit the City of Kennewick to own and maintain this portion of Bob Olson Parkway and a connecting roadway that are located in unincorporated Benton County to city standards. Additionally, the County will contribute funds in the amount of \$130,000 to the City for this portion of Bob Olson Parkway. In exchange for the County's permission to maintain this roadway in the County, the City agrees to defend and indemnify the County. Staff recommends Council authorize the mayor to sign this Interlocal Agreement with the County.

Alternatives

None recommended.

Fiscal Impact

The City will receive \$130,000 from Benton County.

Through	Bonnie Lanning Nov 30, 10:24:13 GMT-0800 2016
Dept Head Approval	Lisa Beaton Nov 30, 10:31:00 GMT-0800 2016
City Mgr Approval	Marie Mosley Nov 30, 21:47:47 GMT+0800 2016

Attachments:

Recording Required?

INTERLOCAL AGREEMENT
BETWEEN
BENTON COUNTY AND THE CITY OF KENNEWICK
FOR THE
BOB OLSON PARKWAY PROJECT

THIS AGREEMENT is made and entered into this ____ day of December, 2016, by and between the CITY OF KENNEWICK, a municipal corporation (hereinafter "City") and BENTON COUNTY, a political subdivision of the State of Washington (hereinafter "County").

For and in consideration of the conditions, covenants and agreements contained herein the parties agree as follows:

1. PURPOSE. In conjunction with the larger Bob Olson Parkway corridor project, the City is constructing a portion of Bob Olson Parkway located in unincorporated Benton County from approximately the five corners roundabout to section seven, which is the city limit/ unincorporated Benton County line. The City is constructing a five-lane arterial with sidewalks, street lights and associated utilities. When finished, Bob Olson Parkway will provide additional connectivity and improved service to the constituents of Benton County. The purpose of this Interlocal Agreement is to permit the City of Kennewick to own and maintain that portion of Bob Olson Parkway and a connecting roadway which are in unincorporated Benton County to city standards under certain terms and conditions as further described herein. Additionally, the County will contribute funds to the City for this portion of Bob Olson Parkway.
2. AUTHORITY. The following information is given pursuant to the provisions of RCW 39.34.030:
 - A. The term of this Agreement shall commence upon execution by both parties and shall expire on or before March 31, 2017;
 - B. The City of Kennewick City Manager or their designee shall be responsible for the administration of this Agreement as provided by Section 3 hereof;
 - C. The purpose of this Agreement is to facilitate the ownership, maintenance and control of a portion of Bob Olson Parkway and another connecting roadway which are located in unincorporated Benton County as well as the County's contribution to this section of the road improvement;
 - D. No separate legal entity will be established as a result of this Agreement. This Agreement shall be administered as provided in Section 3 hereof;
 - E. Unless otherwise specifically agreed by the parties in writing, all property, personal and real, utilized by the parties hereto in execution of this Agreement shall remain the property of that party initially owning it;

- F. The City represents and warrants to Benton County that it has authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2). Benton County represents and warrants to the City that it has the authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2).
3. ADMINISTRATION. This Agreement shall be administered by the City Manager or their designee on behalf of the City and the County Administrator or their designee on behalf of the County.
4. CITY RESPONSIBILITIES. The City shall have the following duties and responsibilities under this Agreement:
- A. Design, acquire necessary right of way, bid and construct that portion of Bob Olson Parkway and a portion of another roadway (collectively referred to hereinafter as the "Parkway") located in unincorporated Benton County from approximately the five corners roundabout to section seven which is the City limit/Benton County line. The City will not be required to deed the right of way for the Parkway located outside the City limits to Benton County. For the purposes of this Agreement the "Parkway" is defined as shown in the attached Exhibit A and as described in the attached Exhibit B. Those exhibits are hereby incorporated into this Agreement by reference. In the event of a discrepancy between Exhibit A and Exhibit B, Exhibit B controls;
 - B. The City is permitted to construct this section of the Parkway to City standards as a five-lane arterial with sidewalks, street lights and associated utilities. Construction of the Parkway will be at the City's cost;
 - C. The City has completed all environmental studies and has obtained all necessary environmental permits to construct the Parkway. The City will ensure that all work is performed in accordance with Washington State Department of Transportation rules, regulations, and standards;
 - D. The City will ensure the contractor complies with all provisions of the contract covering that portion of the Bob Olson Parkway project defined herein as the "Parkway;"
 - E. The City will accept ownership and maintain the Parkway to City standards and at the City's cost. The City's obligation to own and maintain the Parkway will survive termination of this Agreement;
 - F. The City shall hold harmless, defend and indemnify Benton County from and against all claims, suits, and/or actions arising from negligent or intentional acts or omissions of the City's employees and agents while performing this Agreement, including, but not limited to, claims, suits, and/or actions concerning or touching upon the design, construction, or maintenance of the Parkway. The City's

obligation to hold harmless, defend and indemnify Benton County shall survive termination of this Agreement and shall continue until such a time as the Parkway is annexed into the City.

5. COUNTY RESPONSIBILITIES. The County shall pay \$130,000 to the City as its contribution towards the construction of the Parkway. Within 30 days of the execution of this Agreement the City shall bill the County for the total amount of the contribution noted herein. The County shall pay the invoice within thirty days from receipt of such invoice.
6. PARTIAL INVALIDITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair, or invalidate any other provisions herein, and such other provisions shall remain in full force and effect.
7. NO THIRD PARTY RIGHTS. Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein. Nothing in this Agreement shall be construed to give any such third party a cause of action (as a third party beneficiary or otherwise) on account of nonperformance hereunder.
8. ENTIRE AGREEMENT. This Agreement and any amendments mutually agreed to by the parties, constitutes the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties. This Agreement cannot be orally modified, and any proposed changes that are mutually agreed upon must be incorporated by written amendment hereto.
9. DISPUTE RESOLUTION. It is the parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level. In the event disputes cannot be resolved informally at the staff level, then the parties agree to first submit the dispute to non-binding mediation before resorting to litigation. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court for Benton County, Washington.
10. NOTICES.

To Benton County:	Benton County Public Works P.O. Box 1001 Prosser, WA 99350-0954
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To City of Kennewick:	City of Kennewick 210 W. 6 th Ave. Kennewick, WA 99336
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11. FILING OF THE AGREEMENT. Executed copies of this Agreement shall be filed as required by RCW 39.34.040.

IN WITNESS WHEREOF said parties have caused this Agreement to be signed by the duly authorized officials on the day and year first written above.

CITY OF KENNEWICK

BENTON COUNTY WASHINGTON

By: _____
STEVE C. YOUNG, Mayor

By: _____
SHON SMALL, Chairman
Board of County Commissioners

Attest:

Attest:

TERRI L. WRIGHT, City Clerk

CAMI MCKENZIE, Clerk of the Board

Date: _____

Date: _____

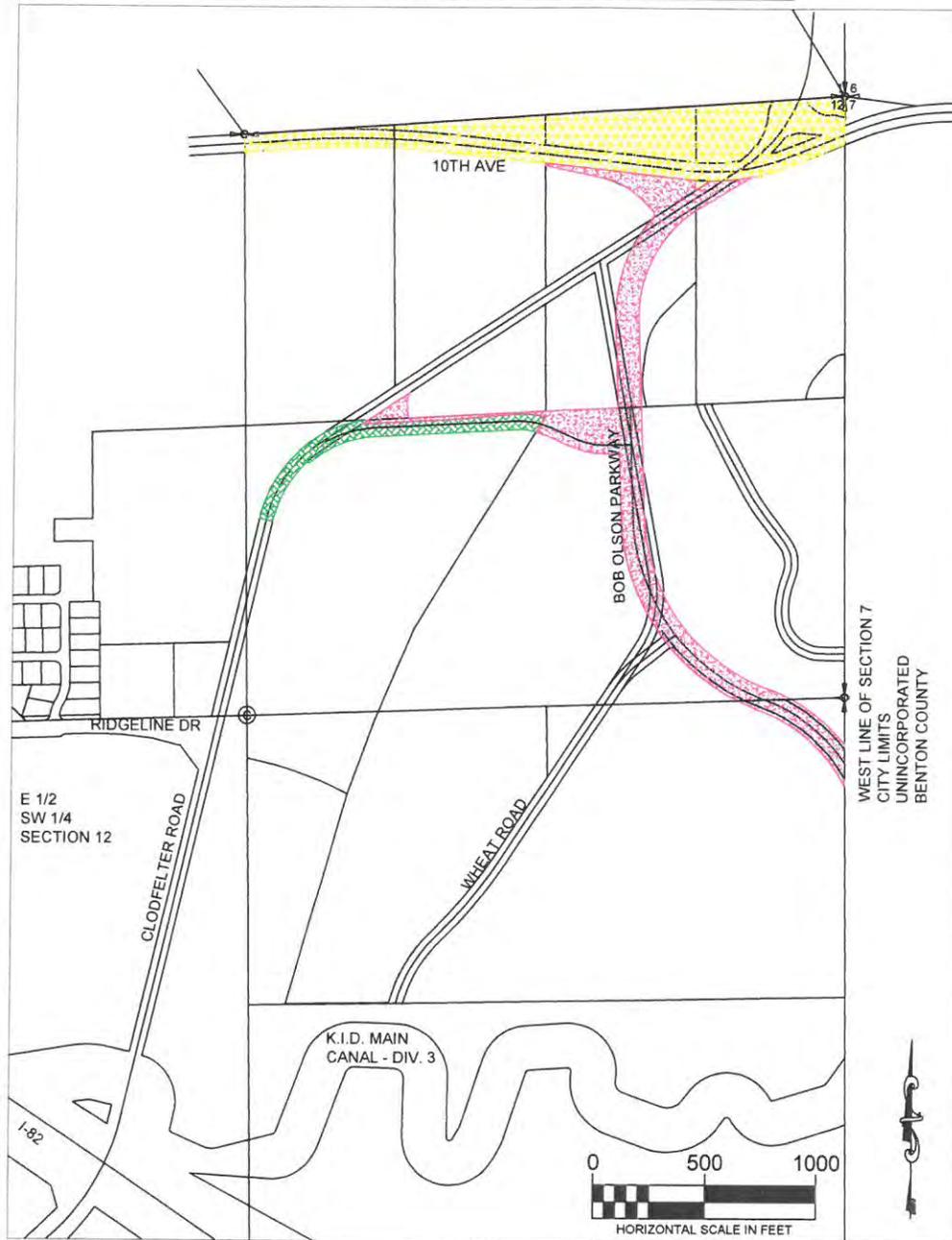
Approved as to form:

Approved as to form:

LISA BEATON, City Attorney

Benton County Deputy Prosecuting
Attorney

EXHIBIT A



- 

CITY OF KENNEWICK'S
BOB OLSON PARKWAY
IN UNINCORPORATED
BENTON COUNTY
(INTERLOCAL AGREEMENT)
- 

W. 10TH AVENUE R/W
PREVIOUSLY ANNEXED
BY C.O.K.
- 

PORTION OF K.S.D.
ANNEXATION BECAME
W. 15TH PLACE R/W
DEVELOPED
BY K.S.D.

<h3>Bob Olson Parkway Interlocal Agreement</h3>	
ENGINEERING  KENNEWICK DEPARTMENT	DATE 11-28-2016 DWN RAW
DWG. NO.	

EXHIBIT B

Bob Olson Pkwy
Interlocal Agreement

That portion of the East half of the Northeast quarter of Section 12, together with that portion of the Northeast quarter of the Southeast quarter of Section 12 all in Township 8 North, Range 28 East, Benton County, Washington being more particularly described as follows:

Beginning at the Northeast corner of the Southeast quarter of said Section 12, from which the Northeast corner bears N 00° 31' 21" W at a distance of 2673.46 feet; thence along the east line of said Southeast quarter S 00° 32' 47" E for a distance of 206.55 feet, to a point on the Easterly line of the Easterly 15.00 foot wide sidewalk and utility easement of Bob Olson Parkway and the True Point of Beginning; thence continuing along said east line S 00° 32' 47" E for a distance of 188.24 feet, to a point on the Westerly line of the Westerly 15.00 wide sidewalk and utility easement, also being a point on a non-tangent curvature to the left, said curve to the left being concave to the Southwest, having a radius of 710.00 feet, thence along said Westerly line and said curve to the left having a central angle of 40° 47' 33", for an arc distance of 505.49 feet (the radius point of which bears S 62° 02' 31" W, the long chord bears N 48° 21' 16" W a distance of 494.88 feet); thence N 68° 45' 02" W, for a distance of 41.31 feet, to a point of curvature to the right, said curve to the right being concave to the Northeast, having a radius of 952.00 feet, Thence along said curve to the right having a central angle of 66° 41' 19", for an arc distance of 1108.07 feet (the radius point of which bears N 21° 14' 58" E, the long chord bears N 35° 24' 23" W a distance of 1046.57 feet); thence N 02° 03' 43" W, for a distance of 483.23 feet, more or less, to the South line of the Northeast quarter of Section 12; thence continuing N 02° 03' 43" W, along the Westerly Right of Way line of Bob Olson Parkway for a distance of 390.83 feet, to a point of curvature to the right, said curve to the right being concave to the Southeast, having a radius of 658.00 feet, thence along said curve to the right having a central angle of 43° 01' 04", for an arc distance of 494.02 feet (the radius point of which bears N 87° 56' 17" E, the long chord bears N 19° 26' 47" E a distance of 482.50 feet), to a point on the South line of the Southerly sidewalk and utility easement, said point also being a point of reverse curvature to the left, said curve to the left being concave to the West, having a radius of 13.00 feet, thence along said curve to the left having a central angle of 85° 27' 57", for an arc distance of 19.39 feet (the radius point of which bears N 49° 02' 42" W, the long chord bears N 01° 46' 54" W a distance of 17.64 feet); thence N 44° 30' 39" W, for a distance of 62.76 feet, to a point of curvature to the left, said curve to the left being concave to the Southwest, having a radius of 368.00 feet, thence along said curve to the left having a central angle of 33° 42' 49", for an arc distance of 216.54 feet (the radius point of which bears S 45° 29' 21" W, the long chord bears N 61° 22' 03" W a distance of 213.43 feet); thence N 78° 13' 28" W, for a distance of 224.94 feet, to a point of curvature to the left, said curve to the left being concave to the South, having a radius of 3960.00 feet, thence along said curve to the left having a central angle of 00° 26' 52", for an arc distance of 30.95 feet (the radius point of which bears S 11° 46' 32" W, the long chord bears N 78° 26' 54" W a distance of 30.95 feet), thence N 00° 41' 36" W, for a distance of 21.62 feet, more or less, to a point on the previously annexed Southerly Right of Way line of West 10th Avenue; thence S 83° 52' 09" E, along said Southerly Right of Way line, for a distance of 636.68

feet, to a point of curvature to the left, said curve to the left being concave to the North, having a radius of 994.93 feet, thence along said curve to the left having a central angle of $02^{\circ} 16' 31''$, for an arc distance of 39.51 feet (the radius point of which bears $N 06^{\circ} 07' 51'' E$, the long chord bears $S 85^{\circ} 00' 25'' E$ a distance of 39.51 feet), to an angle point on said Right of Way line; thence $S 00^{\circ} 37' 29'' E$, for a distance of 45.40 feet, more or less, to the common West 10th Avenue / Clodfelter Road Right of way line as depicted in the 1956 Benton County Badger Road construction plans;), thence $N 56^{\circ} 39' 59'' E$, for a distance of 78.52 feet, to a point on a non-tangent curve to the left, said curve to the left being concave to the North, having a radius of 994.93 feet, thence along said curve to the left having a central angle of $11^{\circ} 16' 55''$, for an arc distance of 195.91 feet (the radius point of which bears $N 00^{\circ} 02' 47'' E$, the long chord bears $S 84^{\circ} 24' 20'' E$ a distance of 195.59 feet), more or less to the Easterly Right of Way line of the Bob Olson Parkway; thence $S 59^{\circ} 35' 57'' W$, for a distance of 271.17 feet, to a point of curvature to the left, said curve to the left being concave to the Southeast, having a radius of 554.00 feet, thence along said curve to the left having a central angle of $61^{\circ} 39' 45''$, for an arc distance of 596.22 feet (the radius point of which bears $S 30^{\circ} 23' 58'' E$, the long chord bears $S 23^{\circ} 46' 09'' W$ a distance of 567.86 feet), thence $S 02^{\circ} 03' 43'' E$, for a distance of 389.29 feet, more or less, to the South line of the Northeast quarter of Section 12; thence continuing $S 02^{\circ} 03' 43'' E$, along the Easterly line of the Easterly 15.00 foot wide sidewalk and utility easement Bob Olson Parkway for a distance of 484.77 feet, to a point of curvature to the left, said curve to the left being concave to the Northeast, having a radius of 848.00 feet, thence along said curve to the left having a central angle of $66^{\circ} 41' 19''$, for an arc distance of 987.02 feet (the radius point of which bears $N 87^{\circ} 56' 17'' E$, the long chord bears $S 35^{\circ} 24' 23'' E$ a distance of 932.24 feet), thence $S 68^{\circ} 45' 02'' E$, for a distance of 41.31 feet, to a point of curvature to the right, said curve to the right being concave to the Southwest, having a radius of 814.00 feet, thence along said curve to the right having a central angle of $28^{\circ} 56' 45''$, for an arc distance of 411.23 feet (the radius point of which bears $S 21^{\circ} 14' 58'' W$, the long chord bears $S 54^{\circ} 16' 39'' E$ a distance of 406.88 feet), to the True Point of Beginning.

Together with that portion of the North half of the South half of the Northeast quarter of Section 12, and together with that portion of the South half of the Northwest quarter of the Northeast quarter of Section 12 all in Township 8 North, Range 28 East, Benton County, Washington being more particularly described as follows:

Beginning at the Southeast corner of the Northeast quarter; thence $N 00^{\circ} 31' 21'' W$, for a distance of 1336.73 feet, to the North line of the South half of the Northeast Quarter of said Section 12; thence $S 87^{\circ} 05' 18'' W$, along said North line, for a distance of 1,017.41 feet, more or less, to the Westerly Right of Way line of Bob Olson Parkway as established by Auditor's Fee No. 2016-033221, and The True Point of Beginning;

Thence continuing $S 87^{\circ} 05' 18'' W$, along said North line, for a distance of 934.27 feet, more or less, to a point on the Right of Way line as established by Auditor's Fee No. 2016-024671, said point also being a point on a non-tangent curve to the right, having a radius of 20.00 feet, thence along said curve to the right having a central angle of $34^{\circ} 25' 10''$, for an arc distance of 12.01 feet (the radius point of which bears $N 52^{\circ} 32' 55'' E$, the long chord bears $N 20^{\circ} 14' 30''$

W a distance of 11.83 feet); thence N 03° 01' 38" W, for a distance of 49.17 feet, to a point of curvature to the right, having a radius of 90.00 feet, thence along said curve to the right having a central angle of 34° 56' 04", for an arc distance of 54.87 feet (the radius point of which bears N 86° 58' 22" E, the long chord bears N 14° 26' 24" E a distance of 54.03 feet), more or less, to the Easterly Right of Way line of Clodfelter Road; thence S 56° 39' 51" W, along said Right of Way line, for a distance of 253.17 feet, more or less to the intersection of the north line of a parcel as established by Auditor's Fee No. 2015-001317, thence N 87° 05' 29" E, for a distance of 421.07 feet; thence N 85° 06' 02" E, for a distance of 264.61 feet, to a point of curvature to the right, having a radius of 350.00 feet, thence along said curve to the right having a central angle of 21° 35' 28", for an arc distance of 131.89 feet (the radius point of which bears S 04° 53' 58" E, the long chord bears S 84° 06' 14" E a distance of 131.11 feet); thence S 31° 24' 49" W, for a distance of 77.13 feet, to a point of non-tangent curvature to the right, having a radius of 311.00 feet, thence along said curve to the right having a central angle of 09° 54' 13", for an arc distance of 53.76 feet (the radius point of which bears S 14° 21' 53" W, the long chord bears S 70° 41' 01" E a distance of 53.69 feet); thence S 65° 43' 54" E, for a distance of 107.15 feet; to a point of curvature to the left, having a radius of 389.00 feet, thence along said curve to the left having a central angle of 26° 19' 49", for an arc distance of 178.77 feet (the radius point of which bears N 24° 16' 06" E, the long chord bears S 78° 53' 49" E a distance of 177.20 feet); thence N 87° 56' 17" E, for a distance of 38.53 feet, to a point of curvature to the right, having a radius of 10.00 feet, thence along said curve to the right having a central angle of 90° 00' 00", for an arc distance of 15.71 feet (the radius point of which bears S 02° 03' 43" E, the long chord bears S 47° 03' 43" E a distance of 14.14 feet); thence N 02° 03' 43" W, for a distance of 213.69 feet, to The True Point of Beginning.

Council Agenda Coversheet



Agenda Item Number	3.h.	Council Date	12/06/2016
Agenda Item Type	General Business Item		
Subject	FASTLANE Grant application		
Ordinance/Reso #		Contract #	
Project #	P1402	Permit #	
Department	Public Works		

Consent Agenda	<input checked="" type="checkbox"/>
Ordinance/Reso	<input type="checkbox"/>
Public Mtg / Hrg	<input type="checkbox"/>
Other	<input type="checkbox"/>
Quasi-Judicial	<input type="checkbox"/>

Recommendation

That Council authorize staff to apply for a Federal Highway Administration FASTLANE Grant for the US 395/Ridgeline Drive Interchange project.

Motion for Consideration

I move to authorize staff to apply for a Federal Highway Administration FASTLANE Grant for the US 395/Ridgeline Drive Interchange project.

Summary

The United States Department of Transportation/Federal Highway Administration has issued a notice of funding opportunity for nationally significant freight and highway projects. This funding opportunity is a part of the most recent transportation package passed by Congress, known as the Fixing America's Surface Transportation Act (FAST Act). One of the opportunities through the Act is the Fostering Advancements in Shipping and Transportation for the Long-term Achievement of National Efficiencies (FASTLANE) grants. It is a nationally competitive grant program with a minimum ask of \$5 million. This is the second call for projects, the first being in April of 2016. The first round awarded \$800 million for 18 projects nationwide. The second round will award a total of \$850 million. We will be applying for \$6 million, which would, if successful, fully fund the interchange project in conjunction with the \$15 million Connecting Washington funds.

Alternatives

None recommended.

Fiscal Impact

The grant would provide 100% of the City's match to the Connecting Washington funds.

Through	Steve Plummer Nov 29, 13:24:46 GMT-0800 2016
Dept Head Approval	Cary Roe Nov 29, 13:29:02 GMT-0800 2016
City Mgr Approval	Marie Mosley Nov 30, 21:15:36 GMT+0800 2016

Attachments:

Recording Required?

Council Agenda Coversheet



Agenda Item Number	3.i.	Council Date	12/06/2016
Agenda Item Type	Contract/Agreement/Lease		
Subject	W. 7th Place / Jean Place Extension		
Ordinance/Reso #		Contract #	
Project #	P1518-16	Permit #	
Department	Public Works		

Consent Agenda

Ordinance/Reso

Public Mtg / Hrg

Other

Quasi-Judicial

Recommendation

Staff recommends that Council accept the work of Goodman & Mehlenbacher Ent., Inc. for Contract P1518-16, W. 7th Place / Jean Place Extension.

Motion for Consideration

I move 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.

Summary

Original Contract	\$ 397,261.44
Change Orders	\$ 14,556.66
Quantity Changes	\$ 2,322.62
Total	\$ 414,140.72

This project extended W. 7th Place east for approximately 540' before turning north for approximately 310' to tie into the cul-de-sac at the end of S. Jean Place. The project includes water, sewer, storm drainage, irrigation, curb and gutter, sidewalk, utility trenching, streetlights, HMA paving and other miscellaneous improvements.

The project had two change orders which included the replacement of an old existing hydrant valve & tee and installation of a new hydrant on W. 7th Place, time and material to move exposed conduit during excavation, hauling of unsuitable material off the job site to the City's landfill, and placement of decorative ballast rock behind the full length of the sidewalk on the south side of 7th Place.

Increased quantities resulted from the requiring of additional dig and verify, increased quantities of 2" HMA Patching, and an added modified drywell.

Alternatives

None recommended.

Fiscal Impact

300.010.595.30.63.02 \$414,140.72

Funded by a \$425,000.00 Housing and Urban Development (HUD) Community Development Block Grant.

Through

Bruce Beauchene
Nov 28, 07:51:04 GMT-0800 2016

Dept Head Approval

Cary Roe
Nov 28, 12:53:55 GMT-0800 2016

City Mgr Approval

Marie Mosley
Nov 30, 21:24:00 GMT+0800 2016

Attachments:

Recording Required?

Council Agenda Coversheet



Agenda Item Number	3.j.	Council Date	12/06/2016
Agenda Item Type	General Business Item		
Subject	Cancel Regular Meeting of December 20, 2016		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	City Manager		

Consent Agenda	<input checked="" type="checkbox"/>
Ordinance/Reso	<input type="checkbox"/>
Public Mtg / Hrg	<input type="checkbox"/>
Other	<input type="checkbox"/>
Quasi-Judicial	<input type="checkbox"/>

Recommendation

That Council cancel the regular meeting of December 20, 2016.

Motion for Consideration

I move to cancel the regular meeting of December 20, 2016.

Summary

Because there are no business items that require action before the end of the year, staff is recommending that the December 20, 2016 regular meeting be canceled.

Alternatives

That Council not cancel the regular meeting of December 20, 2016.

Fiscal Impact

None.

Through	Terri Wright Nov 29, 16:21:50 GMT-0800 2016
Dept Head Approval	
City Mgr Approval	Marie Mosley Nov 30, 21:16:14 GMT+0800 2016

Attachments:

Recording Required?

Council Agenda Coversheet



Agenda Item Number	3.k.	Council Date	12/06/2016
Agenda Item Type	Contract/Agreement/Lease		
Subject	Hearing Examiner Contracts		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	City Attorney		

Consent Agenda	<input checked="" type="checkbox"/>
Ordinance/Reso	<input type="checkbox"/>
Public Mtg / Hrg	<input type="checkbox"/>
Other	<input type="checkbox"/>
Quasi-Judicial	<input type="checkbox"/>

Recommendation

That Council confirms 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 with Sharon Rice and James Driscoll.

Motion for Consideration

I move 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.

Summary

In 2010 the City of Kennewick adopted a Hearing Examiner system to conduct quasi-judicial hearings for land use decisions and appeals. Per KMC 4.02.030 the Hearing Examiner is appointed by the City Manager and subject to confirmation by the Kennewick City Council. Since 2011 the City has appointed James Driscoll and Sharon Rice to serve as the City's Hearing Examiners. The current contracts for each Hearing Examiner will expire at the end of 2016. City Staff recommends Council confirm the City Manager's appointment of James Driscoll and Sharon Rice to be the City's Hearing Examiner. Staff also recommends Council authorize the City Manager to sign the contracts for each individual. The contract term is for three years. The compensation includes a Day of Service fee of \$1,000.00 per hearing date and an hourly fee of \$175.00 per hour for written decisions, recommendations, pre-hearing and post hearing orders, additional prehearing conferences and settlement agreements.

Alternatives

None recommended.

Fiscal Impact

See summary discussion.

Through	Bonnie Lanning Nov 30, 10:54:50 GMT-0800 2016
Dept Head Approval	Lisa Beaton Nov 30, 11:26:17 GMT-0800 2016
City Mgr Approval	Marie Mosley Nov 30, 21:53:57 GMT+0800 2016

Attachments:

Rice Agreement
Driscoll Agreement

Recording Required?

HEARING EXAMINER AGREEMENT
BETWEEN
JAMES M. DRISCOLL
AND
CITY OF KENNEWICK

THIS AGREEMENT is entered into on the date last below written between the CITY OF KENNEWICK, WASHINGTON (“City”) and JAMES M. DRISCOLL, hereinafter called “the Hearing Examiner.”

WHEREAS, the City desires to retain the services of a Hearing Examiner; and

WHEREAS, the City has passed Ordinance 5321 and Ordinance 5322 creating the Office of the Hearing Examiner under the Kennewick Municipal Code, Chapter 4.02, to provide a single, efficient, integrated, land use regulatory decision-making process and public hearing system; to render land use regulatory decisions, provide a greater degree of due process in land use regulatory decision-making and public hearings; to provide a single, efficient integrated system for hearing appeals of administrative decisions and provide a forum to hear other matters as established by City Code; and

WHEREAS the City is therefore prepared to engage the services of the Hearing Examiner to provide the necessary Hearing Examiner Services; and

WHEREAS, the Hearing Examiner has represented to the City that the Hearing Examiner is in compliance with the professional registration statutes of the State of Washington, and has signified a willingness to furnish Hearing Examiner services to the City; NOW, THEREFORE,

IN CONSIDERATION of the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. Services by Hearing Examiner. The City hereby retains the Hearing Examiner to perform the professional services described in the scope of work which is attached hereto as Exhibit A, and incorporated herein by reference. The Hearing Examiner shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this Agreement.
2. Payment.
 - A. The City shall pay the Hearing Examiner at the rate(s) set forth in Exhibit A for all services performed and expenses incurred under this Agreement. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the services.

- B. The Hearing Examiner shall maintain time and expense records and provide them to the City, along with invoices for services rendered, in a timely manner and in a format acceptable to the City for work performed to the date of the invoice.
- C. Invoices shall be submitted no more frequently than once per month. All invoices shall be paid by the City within 30 days of receipt of a proper invoice, unless the City gives notice that the invoice is in dispute.
- D. The Hearing Examiner shall keep time, expense, billing, and other business records pertaining to this Agreement available for inspection by City representatives during the Hearing Examiner's normal business hours for three (3) years after final payment. Copies shall be made available upon the City's request. The copies will be provided without cost if required to substantiate any billing of the Hearing Examiner, but the Hearing Examiner may charge the City for copies requested for any other purpose.
- E. If the services rendered do not meet the requirements of this Agreement, the Hearing Examiner will correct or modify the work to comply with the terms of this Agreement. Correction of typographical and other clerical errors made by the Hearing Examiner shall be made at no cost to the City. The City may withhold payment for services that do not meet the requirements of this Agreement until such time as the work is corrected.

3. Discrimination and Compliance with Laws.

- A. The Hearing Examiner agrees not to discriminate against any employee or applicant for employment or any other person in performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstances prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.
- B. The Hearing Examiner shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.
- C. Violation of this Paragraph 3 shall be a material breach of this Agreement and grounds for cancellation, termination or suspension of this Agreement by the City, in whole or in part, and may result in ineligibility for further work for the City.

4. Term and Termination of Agreement.

- A. This Agreement shall commence on January 1, 2017, and remain in effect until December 31, 2019, unless sooner terminated or unless the City and the Hearing Examiner mutually agree in writing to extend the term of said Agreement.
- B. This Agreement may be terminated by the City, without cause, upon ninety (90) days written notice. This Agreement may be terminated by the Hearing Examiner,

without cause, upon ninety (90) days written notice. In the event of termination, all finished or unfinished documents, reports, or other material or work of the Hearing Examiner, pursuant to this Agreement, shall be submitted to the City, and the Hearing Examiner shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination.

5. Renewal. This Agreement may be renewed at the City's option. The City shall notify the Hearing Examiner of the City's desire to renew at least thirty (30) days in advance of the expiration date of the then-current term. The City or Hearing Examiner may propose changes in any specific term of this Agreement, including, but not limited to, the flat fee and hourly rate set forth on Exhibit A as part of the renewal and any such changes shall become a part of the Agreement for the renewal term if the parties mutually agree. In the event that a new Agreement is not negotiated prior to the end of the term, the Agreement shall automatically renew for a period of three months.

6. Notices. All notices affecting the terms of this Agreement shall be in writing and shall be given in person, by U.S. mail, or by courier services with confirmation of receipt, to the addresses set forth below:

Hearing Examiner:

James M. Driscoll
6730 Sycamore N W
Seattle, WA 98177

City:

Marie Mosley
City Manager
City of Kennewick
210 W. 6th Avenue
Kennewick, WA 99336

7. Ownership of Work Products. The City shall keep the official record in each Hearing Examiner matter and all primary copies of exhibits. The Hearing Examiner shall possess only secondary, working copies of all data, materials, reports, memoranda and any other documents or recordings developed under this Agreement. Upon notice of termination, consistent with Section 4 above, the Hearing Examiner shall complete any outstanding, unfinished matter within 90 days and consistent with state law. All completed decisions shall become the property of the City. The City agrees that if it uses products prepared by the Hearing Examiner for purposes other than those intended in this Agreement, it does so at its sole risk and it agrees to hold the Hearing Examiner harmless from such use. Upon termination of this Agreement, the Hearing Examiner shall return any working copies in their possession, as requested by the City, but shall be entitled to retain attorney work product.

8. General Administration and Management. For matters involving land use decisions or appeals, City of Kennewick Planning Director, or their designee, shall be responsible for coordinating the work of the Hearing Examiner, shall provide any necessary information for and direction of the Hearing Examiner's services in order to ensure that such services

meet the requirements of this Agreement, and shall be responsible for reviewing, monitoring, and approving the quality of such work. For matters involving administrative appeals, the City Clerk shall be responsible for coordinating the work of the Hearing Examiner. The parties understand that the Hearing Examiner will work independently and without direct supervision and that the only direction provided by the City will be administrative in nature.

9. Disputes. Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the Hearing Examiner and the City shall be referred for resolution to a mutually acceptable mediator. The parties shall each be responsible for one-half of the mediator's fees and costs.
10. Legal Representation. Except in cases where the City elects to appeal or challenge an action or decision of the Hearing Examiner, the City will actively represent the Hearing Examiner and defend any and all legal challenges to or appeals of any action taken and/or decision rendered by the Hearing Examiner when acting within the scope of the quasi-judicial duties called for by this Agreement, to the same extent as it would for any other City quasi-judicial decision-maker. The costs of such legal representation shall not be charged to the Hearing Examiner as long as the actions taken, and/or the decision rendered, are within the scope of the quasi-judicial duties called for in this Agreement. The City reserves the right to settle any such appeal or legal challenge to any such action or decision in any manner deemed appropriate by the City, with or without consulting with or obtaining the consent of the Hearing Examiner. In the event that any action taken, and/or decision rendered, is determined to be outside the scope of the Hearing Examiner's quasi-judicial duties, the City shall have no obligation to represent or defend the Hearing Examiner or any action taken, and/or decision rendered, and the Hearing Examiner's indemnity obligations set forth in this Agreement shall apply.
11. Indemnity. The Hearing Examiner agrees to hold harmless, indemnify and defend the City, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the Hearing Examiner, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the Hearing Examiner, its officers, agents, or employees, in connection with the services required by this Agreement, provided, however, that:
 - A. The Hearing Examiner's obligations to indemnify, defend, and hold harmless shall not extend to injuries, sickness, death, or damage caused by, or resulting from the sole willful misconduct or sole negligence of the City, its officers, agents or employees; and
 - B. The Hearing Examiner's obligations to indemnify, defend, and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the Hearing Examiner and the City, or of the Hearing Examiner and a third party, other than an officer, agent, or employee of the Hearing Examiner, shall apply only to the extent of the negligence or willful misconduct of the Hearing Examiner.

- C. The City agrees to hold harmless, indemnify and defend the Hearing Examiner from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the City, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the City, its officers, agents or employees in connection with the services required by this Agreement, provided, however, that the City's obligation to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the Hearing Examiner.
12. City Business License. The Hearing Examiner has obtained, or agrees to obtain, a business license from the City prior to commencing to perform any services under this Agreement. The Hearing Examiner will maintain the business license in good standing throughout the term of this Agreement.
13. Subletting or Assigning Agreement. Neither the City nor the Hearing Examiner shall assign or subcontract any rights, duties or interests accruing from this Agreement without the express prior written consent of the other.
14. Simultaneous Agreements. Both the City and the Hearing Examiner acknowledge that the City is entering into simultaneous agreements with James M. Driscoll and Sharon A. Rice to provide services, each acting in the Hearing Examiner capacity.
15. Further Support. The City makes no commitment and assumes no obligations for the support of the Hearing Examiner's activities except as set forth in this Agreement.
16. Independent Contractor. The Hearing Examiner is, and shall be at all times during the term of this Agreement, an independent contractor. The City shall not be liable for, nor obligated to pay to the Hearing Examiner, or any employee of the Hearing Examiner, sick leave, vacation pay, overtime or any other benefit applicable to employees of the City, nor to pay or deduct any social security, income tax or other tax from the payments made to the Hearing Examiner which may arise as an incident of the Hearing Examiner performing services for the City. The City shall not be obligated to pay industrial insurance for the services rendered by the Hearing Examiner.
17. Compliance and Governing Law. The Hearing Examiner shall, at all times, comply with all applicable federal, state, and local laws, rules, ordinances, and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
18. Non-Waiver. Payment for any part of the work or services by the City shall not constitute a waiver by the City of any remedies of any type it may have against the Hearing Examiner for any breach of the Agreement by the Hearing Examiner, or for failure of the Hearing Examiner to perform work required of it under the Agreement with

the City. Waiver of any right or entitlement under this Agreement by the City shall not constitute waiver of any other right or entitlement.

19. Litigation. In the event either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for Benton County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right to appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The Hearing Examiner hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for Benton County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.
20. Taxes. The Hearing Examiner will be solely responsible for the payment of any and all applicable taxes related to the services provided under this Agreement and if such taxes are required to be passed through to the City by law, the same shall be duly itemized on any billings submitted to the City by the Hearing Examiner.
21. Entire Agreement. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the ____ day of December, 2016.

CITY OF KENNEWICK

HEARING EXAMINER

By: _____
MARIE E. MOSLEY, City Manager

By: 
JAMES M. DRISCOLL

Approved as to form:

By: 
LISA BEATON, City Attorney

EXHIBIT A

SCOPE OF WORK

1. Scope of Work. The Hearing Examiner shall perform all services and provide all goods as indentified below.
2. City Direction. All duties shall be performed pursuant to the direction of the City Manager, the Planning Director or other designee.
3. Designated Hearing Examiner. The City of Kennewick hereby designates James M. Driscoll as the City's Hearing Examiner. Both parties acknowledge that the City is entering into contemporaneous contracts with James M. Driscoll and Sharon A. Rice to provide Hearing Examiner services. The City does not intend to assign specific matters to either Hearing Examiner but expects that as between Sharon A. Rice and James M. Driscoll, Hearing Examiner services shall be provided per the Scope of Work. James M. Driscoll and Sharon A. Rice shall determine between themselves on a month-to-month basis who shall preside at which docket, according to their availability, with the ultimate goal of sharing the work load approximately equally.
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 - ii. Such other matters as may be designated by Council;
 - iii. Provide Rules of Procedure for the Office of the Hearing Examiner for Council's review and approval;
 - iv. Code Enforcement Appeals per KMC 9.44; and
 - v. Annual Presentations to Council.
 - b. Additional services and duties described by new ordinances, regulations, or procedures may be added by written agreement of the parties. At the time additional duties are added, compensation for such duties shall be negotiated in a separate scope of work.
 - c. The Hearing Examiner will work independently and without direct supervision. They will remain fully knowledgeable regarding the City of Kennewick zoning codes and all other City codes, ordinances, resolutions, regulations or policies affecting the areas of concern related to the Hearing Examiner's duties. The City will provide all municipal codes, ordinances, resolutions, regulations, policies and guidelines and revisions thereto, necessary for the Hearing Examiner to maintain the required level of knowledge and understanding.

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- a. Hearings will be regularly scheduled for the second Monday evening of every month.

The Hearing Examiner or Planning Staff may, on occasion, request to conduct hearings on alternative days of the month per the availability of the Hearing Examiner and the mutual agreement of the parties, without amendment of this Agreement.

- b. The City Staff member who acts as the primary contact for the Hearing Examiner shall contact both Hearing Examiners at the earliest date upon which it is known that a docket will be held, in all cases in advance of publication of notice of hearing. The Hearing Examiners will alert the City Staff contact as soon as possible which of the two will cover any docket of which they are notified.

6. Performance Standard. All duties shall be performed to the City's satisfaction, including, but not limited to, conducting orderly and impartial hearings, creating a professional and courteous environment for applicants, citizens and staff; and timely preparing findings of fact and conclusion of law which are clear and based on sound reasoning and all applicable law. When deemed appropriate by the Hearing Examiner, he will make site visits to familiarize himself with the site of the proposed land use and surrounding areas.

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- b. Advertise hearings according to legal requirements;
- c. Attend all hearings to setup meeting room, record and create a record of the hearings;
- d. Maintain the official City file for each case;
- e. Perform administrative duties for the Hearing Examiner as required;
- f. Coordinate distribution of Hearing Examiner's decisions to City departments and all Parties of Record;
- g. Screen correspondence, email, and telephone calls to the Hearing Examiner in an effort to assure that prohibited *ex parte* contacts are not made;
- h. Process and approve all Hearing Examiner invoices;
- i. Oversee any contract changes on an annual basis; and
- j. Keep the Hearing Examiner apprised of all ordinance amendments or enactments relating to the provisions governing land use and Hearing Examiner services by sending copies of ordinances as soon as possible after adoption.

8. Compensation. In consideration of the Hearing Examiner performing the services under the Scope of Work, the City agrees to pay the Hearing Examiner as follows:
 - a. The City of Kennewick will pay a Day of Service fee of \$1,000.00 per hearing date, which covers hearing preparation, a pre-hearing conference, hearing time, and travel. A fee of \$175.00 per hour will be paid for writing decisions and/or recommendations, pre-hearing and post-hearing orders, orders pursuant to motions made by the parties, additional prehearing conferences, and settlement agreements.
 - b. In the event that a pre-hearing conference results in cancellation of the hearing date (due to settlement, withdrawal, or dismissal) the pre-hearing conference and associated preparation time shall be billed in the first year at an hourly rate of \$175.00 per hour up to a maximum of \$1,000.00 (the Day of Service fee).
 - c. A fee of \$175.00 per hour for preparation of rules of procedure and any staff training sessions, if such services are requested by the City.
 - d. The Hearing Examiner shall be responsible for the cost of transportation.
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10. Access to City Legal Staff and Documents. The Hearing Examiner shall be entitled to consult with the City's legal staff and to have access to such City legal documents and supporting materials as may be necessary to fulfill the functions of the Hearing Examiner's office, provided that such consultation and access can be permitted within the bounds of professional ethics and standards applicable to the Hearing Examiner and the City legal staff, and without jeopardizing the integrity of any pending proceedings before the Hearing Examiner. In the event of conflict perceived by either City legal staff, or the Hearing Examiner, the City shall provide access to alternate legal counsel as may be required by the Hearing Examiner to perform his/her duties under this Agreement.
11. Advice to the City. The Hearing Examiner will meet with City staff and City Council as needed and scheduled by the City, to advise the City regarding clarity and adequacy of City codes, regulations, and procedures, and other legal issues bearing on land use, and other matters relating to the Hearing Examiner's duties and responsibilities. If additional meetings are required from time-to-time, the Hearing Examiner and the City will mutually agree on time, place, and participants to be included in such discussions. The Hearing Examiner will coordinate his assessment and his advice to the City at least annually to identify issues and confer on possible actions the City might take to improve its codes, regulations, and/or processes. Hearing Examiner time spent on such advisory duties will be compensated at the same professional rate agreed above.

HEARING EXAMINER AGREEMENT
BETWEEN
SHARON A. RICE
AND
CITY OF KENNEWICK

THIS AGREEMENT is entered into on the date last below written between the CITY OF KENNEWICK, WASHINGTON (“City”) and SHARON A. RICE, hereinafter called “the Hearing Examiner.”

WHEREAS, the City desires to retain the services of a Hearing Examiner; and

WHEREAS, the City has passed Ordinance 5321 and Ordinance 5322 creating the Office of the Hearing Examiner under the Kennewick Municipal Code, Chapter 4.02, to provide a single, efficient, integrated, land use regulatory decision-making process and public hearing system; to render land use regulatory decisions, provide a greater degree of due process in land use regulatory decision-making and public hearings; to provide a single, efficient integrated system for hearing appeals of administrative decisions and provide a forum to hear other matters as established by City Code; and

WHEREAS the City is therefore prepared to engage the services of the Hearing Examiner to provide the necessary Hearing Examiner Services; and

WHEREAS, the Hearing Examiner has represented to the City that the Hearing Examiner is in compliance with the professional registration statutes of the State of Washington, and has signified a willingness to furnish Hearing Examiner services to the City; NOW, THEREFORE,

IN CONSIDERATION of the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. Services by Hearing Examiner. The City hereby retains the Hearing Examiner to perform the professional services described in the scope of work which is attached hereto as Exhibit A, and incorporated herein by reference. The Hearing Examiner shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this Agreement.
2. Payment.
 - A. The City shall pay the Hearing Examiner at the rate(s) set forth in Exhibit A for all services performed and expenses incurred under this Agreement. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the services.

- B. The Hearing Examiner shall maintain time and expense records and provide them to the City, along with invoices for services rendered, in a timely manner and in a format acceptable to the City for work performed to the date of the invoice.
- C. Invoices shall be submitted no more frequently than once per month. All invoices shall be paid by the City within 30 days of receipt of a proper invoice, unless the City gives notice that the invoice is in dispute.
- D. The Hearing Examiner shall keep time, expense, billing, and other business records pertaining to this Agreement available for inspection by City representatives during the Hearing Examiner's normal business hours for three (3) years after final payment. Copies shall be made available upon the City's request. The copies will be provided without cost if required to substantiate any billing of the Hearing Examiner, but the Hearing Examiner may charge the City for copies requested for any other purpose.
- E. If the services rendered do not meet the requirements of this Agreement, the Hearing Examiner will correct or modify the work to comply with the terms of this Agreement. Correction of typographical and other clerical errors made by the Hearing Examiner shall be made at no cost to the City. The City may withhold payment for services that do not meet the requirements of this Agreement until such time as the work is corrected.

3. Discrimination and Compliance with Laws.

- A. The Hearing Examiner agrees not to discriminate against any employee or applicant for employment or any other person in performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstances prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.
- B. The Hearing Examiner shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.
- C. Violation of this Paragraph 3 shall be a material breach of this Agreement and grounds for cancellation, termination or suspension of this Agreement by the City, in whole or in part, and may result in ineligibility for further work for the City.

4. Term and Termination of Agreement.

- A. This Agreement shall commence on January 1, 2017, and remain in effect until December 31, 2019, unless sooner terminated or unless the City and the Hearing Examiner mutually agree in writing to extend the term of said Agreement.
- B. This Agreement may be terminated by the City, without cause, upon ninety (90) days written notice. This Agreement may be terminated by the Hearing Examiner,

without cause, upon ninety (90) days written notice. In the event of termination, all finished or unfinished documents, reports, or other material or work of the Hearing Examiner, pursuant to this Agreement, shall be submitted to the City, and the Hearing Examiner shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination.

5. Renewal. This Agreement may be renewed at the City's option. The City shall notify the Hearing Examiner of the City's desire to renew at least thirty (30) days in advance of the expiration date of the then-current term. The City or Hearing Examiner may propose changes in any specific term of this Agreement, including, but not limited to, the flat fee and hourly rate set forth on Exhibit A as part of the renewal and any such changes shall become a part of the Agreement for the renewal term if the parties mutually agree. In the event that a new Agreement is not negotiated prior to the end of the term, the Agreement shall automatically renew for a period of three months.

6. Notices. All notices affecting the terms of this Agreement shall be in writing and shall be given in person, by U.S. mail, or by courier services with confirmation of receipt, to the addresses set forth below:

Hearing Examiner:

Sharon A. Rice
20126 Ballinger Way #167
Shoreline, WA 98155

City:

Marie Mosley
City Manager
City of Kennewick
210 W. 6th Avenue
Kennewick, WA 99336

7. Ownership of Work Products. The City shall keep the official record in each Hearing Examiner matter and all primary copies of exhibits. The Hearing Examiner shall possess only secondary, working copies of all data, materials, reports, memoranda and any other documents or recordings developed under this Agreement. Upon notice of termination, consistent with Section 4 above, the Hearing Examiner shall complete any outstanding, unfinished matter within 90 days and consistent with state law. All completed decisions shall become the property of the City. The City agrees that if it uses products prepared by the Hearing Examiner for purposes other than those intended in this Agreement, it does so at its sole risk and it agrees to hold the Hearing Examiner harmless from such use. Upon termination of this Agreement, the Hearing Examiner shall return any working copies in their possession, as requested by the City, but shall be entitled to retain attorney work product.

8. General Administration and Management. For matters involving land use decisions or appeals, City of Kennewick Planning Director, or their designee, shall be responsible for coordinating the work of the Hearing Examiner, shall provide any necessary information for and direction of the Hearing Examiner's services in order to ensure that such services

meet the requirements of this Agreement, and shall be responsible for reviewing, monitoring, and approving the quality of such work. For matters involving administrative appeals, the City Clerk shall be responsible for coordinating the work of the Hearing Examiner. The parties understand that the Hearing Examiner will work independently and without direct supervision and that the only direction provided by the City will be administrative in nature.

9. Disputes. Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the Hearing Examiner and the City shall be referred for resolution to a mutually acceptable mediator. The parties shall each be responsible for one-half of the mediator's fees and costs.
10. Legal Representation. Except in cases where the City elects to appeal or challenge an action or decision of the Hearing Examiner, the City will actively represent the Hearing Examiner and defend any and all legal challenges to or appeals of any action taken and/or decision rendered by the Hearing Examiner when acting within the scope of the quasi-judicial duties called for by this Agreement, to the same extent as it would for any other City quasi-judicial decision-maker. The costs of such legal representation shall not be charged to the Hearing Examiner as long as the actions taken, and/or the decision rendered, are within the scope of the quasi-judicial duties called for in this Agreement. The City reserves the right to settle any such appeal or legal challenge to any such action or decision in any manner deemed appropriate by the City, with or without consulting with or obtaining the consent of the Hearing Examiner. In the event that any action taken, and/or decision rendered, is determined to be outside the scope of the Hearing Examiner's quasi-judicial duties, the City shall have no obligation to represent or defend the Hearing Examiner or any action taken, and/or decision rendered, and the Hearing Examiner's indemnity obligations set forth in this Agreement shall apply.
11. Indemnity. The Hearing Examiner agrees to hold harmless, indemnify and defend the City, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the Hearing Examiner, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the Hearing Examiner, its officers, agents, or employees, in connection with the services required by this Agreement, provided, however, that:
 - A. The Hearing Examiner's obligations to indemnify, defend, and hold harmless shall not extend to injuries, sickness, death, or damage caused by, or resulting from the sole willful misconduct or sole negligence of the City, its officers, agents or employees; and
 - B. The Hearing Examiner's obligations to indemnify, defend, and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the Hearing Examiner and the City, or of the Hearing Examiner and a third party, other than an officer, agent, or employee of the Hearing Examiner, shall apply only to the extent of the negligence or willful misconduct of the Hearing Examiner.

- C. The City agrees to hold harmless, indemnify and defend the Hearing Examiner from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the City, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the City, its officers, agents or employees in connection with the services required by this Agreement, provided, however, that the City's obligation to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the Hearing Examiner.
12. City Business License. The Hearing Examiner has obtained, or agrees to obtain, a business license from the City prior to commencing to perform any services under this Agreement. The Hearing Examiner will maintain the business license in good standing throughout the term of this Agreement.
13. Subletting or Assigning Agreement. Neither the City nor the Hearing Examiner shall assign or subcontract any rights, duties or interests accruing from this Agreement without the express prior written consent of the other.
14. Simultaneous Agreements. Both the City and the Hearing Examiner acknowledge that the City is entering into simultaneous agreements with James M. Driscoll and Sharon A. Rice to provide services, each acting in the Hearing Examiner capacity.
15. Further Support. The City makes no commitment and assumes no obligations for the support of the Hearing Examiner's activities except as set forth in this Agreement.
16. Independent Contractor. The Hearing Examiner is, and shall be at all times during the term of this Agreement, an independent contractor. The City shall not be liable for, nor obligated to pay to the Hearing Examiner, or any employee of the Hearing Examiner, sick leave, vacation pay, overtime or any other benefit applicable to employees of the City, nor to pay or deduct any social security, income tax or other tax from the payments made to the Hearing Examiner which may arise as an incident of the Hearing Examiner performing services for the City. The City shall not be obligated to pay industrial insurance for the services rendered by the Hearing Examiner.
17. Compliance and Governing Law. The Hearing Examiner shall, at all times, comply with all applicable federal, state, and local laws, rules, ordinances, and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
18. Non-Waiver. Payment for any part of the work or services by the City shall not constitute a waiver by the City of any remedies of any type it may have against the Hearing Examiner for any breach of the Agreement by the Hearing Examiner, or for failure of the Hearing Examiner to perform work required of it under the Agreement with

the City. Waiver of any right or entitlement under this Agreement by the City shall not constitute waiver of any other right or entitlement.

19. Litigation. In the event either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for Benton County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right to appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The Hearing Examiner hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for Benton County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.
20. Taxes. The Hearing Examiner will be solely responsible for the payment of any and all applicable taxes related to the services provided under this Agreement and if such taxes are required to be passed through to the City by law, the same shall be duly itemized on any billings submitted to the City by the Hearing Examiner.
21. Entire Agreement. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the ____ day of December, 2016.

CITY OF KENNEWICK

HEARING EXAMINER

By: _____
MARIE E. MOSLEY, City Manager

By:  _____
SHARON A. RICE

Approved as to form:

By:  _____
LISA BEATON, City Attorney

EXHIBIT A
SCOPE OF WORK

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Council Agenda Coversheet



Agenda Item Number	3.I.	Council Date	12/06/2016
Agenda Item Type	General Business Item		
Subject	Record Survey for Boundary Line Adjustment		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	City Attorney		

Consent Agenda	<input checked="" type="checkbox"/>
Ordinance/Reso	<input type="checkbox"/>
Public Mtg / Hrg	<input type="checkbox"/>
Other	<input type="checkbox"/>
Quasi-Judicial	<input type="checkbox"/>

Recommendation

That Council authorize the Mayor to sign a Record Survey for a Boundary Line Agreement and Boundary Line Resolution pursuant to RCW 58.04.007.

Motion for Consideration

I move 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.

Summary

Prior to completion of a purchase and sales agreement with the Kennewick School District, the City of Kennewick needs to complete a record survey, reflecting the complete boundaries for the City Hall Parcel. The survey has been completed and signed by the affected parties of the Kennewick School District and Columbia Irrigation District. After the Mayor signs the Record Survey, staff will move forward with the next steps for the sale of the parking lot area and annex building to the Kennewick School District for future expansion of the School District parking area.

Alternatives

None recommended.

Fiscal Impact

None.

Through	Bonnie Lanning Nov 30, 14:36:18 GMT-0800 2016
Dept Head Approval	Lisa Beaton Nov 30, 14:40:26 GMT-0800 2016
City Mgr Approval	Marie Mosley Nov 30, 22:08:06 GMT+0800 2016

Attachments:

Recording Required?

RECORD SURVEY

FOR BOUNDARY LINE AGREEMENT AND BOUNDARY LINE RESOLUTION PURSUANT TO RCW 58.04.007

LOCATED IN A PORTION OF SECTION 1,
TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M.
CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON

SURVEYOR'S NARRATIVE

THE PARCELS INVOLVED IN THIS BOUNDARY AGREEMENT HAVE BEEN TRANSFERRED MANY TIMES THROUGH MANY DIFFERENT LEGAL DESCRIPTIONS. CONFUSION AS TO THE OWNERSHIP OF VARIOUS PARCELS AND THE LOCATION OF THE BOUNDARIES ON THE GROUND BOTH WITH THE LANDOWNERS AND THE COUNTY ASSESSOR'S OFFICE HAS RESULTED IN THE CITY OF KENNEWICK AND THE KENNEWICK SCHOOL DISTRICT SOLICITING THIS SURVEY FOR THE PURPOSE OF RESOLVING THE BOUNDARIES OF THE SUBJECT PARCELS AND AGREEING TO OWNERSHIP THEREOF.

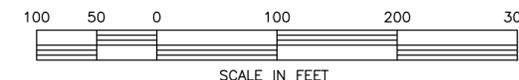
PORTIONS OF THE SUBJECT PARCELS WERE SURVEYED IN 1980 BY JOHN BECKER OF WORLEY SURVEYING. HIS RECORD SURVEY (V 1 PG 566) IS THE BASIS OF THE LOCATION OF THE BOUNDARY BETWEEN PARCELS 1 & 3.

THE CENTERLINE OF THE CID CANAL WAS DETERMINED BY FIELD ASBULTS OF THE EXISTING CANAL, AND THE RIGHT OF WAY WAS DETERMINED AS A 62.5' OFFSET THERETO. NO HISTORICAL MAPPING OF THE CANAL RIGHT OF WAY COULD BE LOCATED.

NOTES:

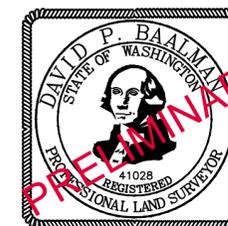
1. BASIS OF BEARING IS GRID, BASED UPON GPS OBSERVATIONS AT KENNEWICK GIS NETWORK POINTS 833, 834 AND 845 SHOWN ON RECORD OF SURVEY 1-1540, RECORDS OF BENTON COUNTY, WASHINGTON.
2. ○ = DENOTES SET 5/8"x24" REBAR WITH ORANGE PLASTIC CAP STAMPED "DPB WA 41028".
3. ● = DENOTES FOUND 5/8" REBAR PER ROS 1-566 MONUMENT AS NOTED.
4. (M) = MEASURED (R) = RECORD (C) = COMPUTED (P) = PLAT
5. THIS SURVEY DOES NOT PURPORT TO SHOW EASEMENTS IF ANY EXIST.
6. EQUIPMENT AND PROCEDURES USED: DUAL FREQUENCY GPS RECEIVERS USING REAL TIME KINEMATIC METHODS & A 5" [2mm + 2ppm] TOTAL STATION USING CLOSED TRAVERSE & RADIAL SURVEY METHODS.
7. C.I.D. CANAL IS A 62.5' OFFSET FROM THE ASBULT ☐.

1"=100'



SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF THE CITY OF KENNEWICK IN OCTOBER 2016.



DAVID P. BAALMAN
CERTIFICATE #41028

DATE

AUDITOR'S CERTIFICATE

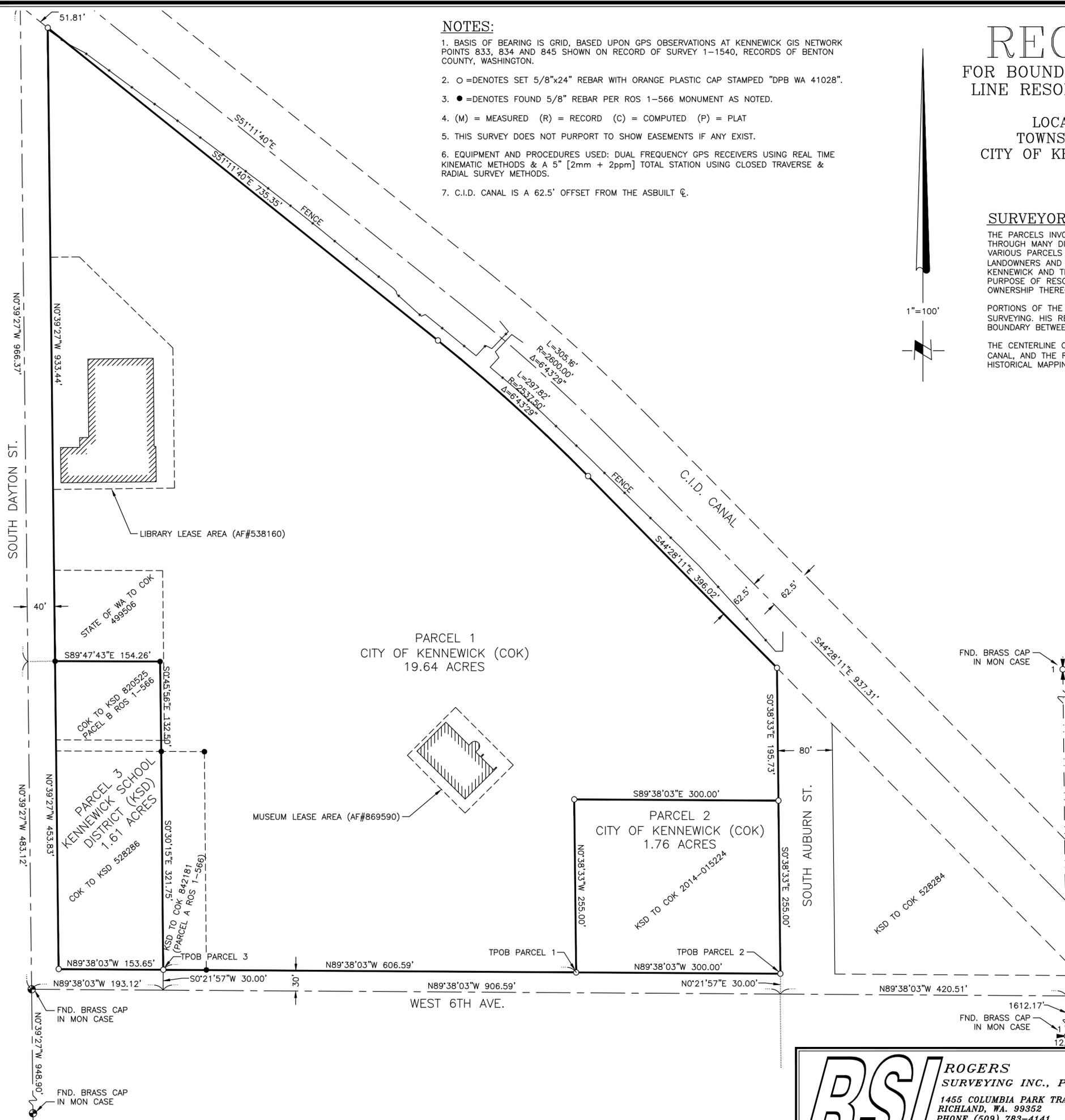
FILED FOR RECORD THIS _____ DAY OF _____, 20____ A.D.,
AT _____ MINUTES PAST _____ M. AND RECORDED IN
VOLUME _____ OF SURVEYS, PAGE _____, AT THE REQUEST OF
ROGERS SURVEYING.

BENTON COUNTY AUDITOR _____ FEE NUMBER _____

RECORD SURVEY NUMBER _____ REV: 11-8-16

CLIENT		CITY OF KENNEWICK		JOB	21116
PROJECT		RECORD SURVEY			
		PORTION SECTION 1, T.8N., R.29.E., W.M.			
DRN. BY	BAG	SCALE	1"= 100'	F. B. NO.	NONE
APPROVED	DPB	DATE	10/05/16	ACAD VER	-C3D15
				FILE:	21116.DWG
				SHEET	1
				OF	2

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



RECORD SURVEY

FOR BOUNDARY LINE AGREEMENT AND BOUNDARY
LINE RESOLUTION PURSUANT TO RCW 58.04.007

LOCATED IN A PORTION OF SECTION 1,
TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M.
CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON

ACKNOWLEDGEMENT OF OWNERS

WE, THE UNDERSIGNED, RECOGNIZE THE BOUNDARY LINES SHOWN HEREON TO RESOLVE THE DISPUTED BOUNDARY BETWEEN OUR OWNERSHIPS.

CITY OF KENNEWICK	DATE
KENNEWICK SCHOOL DISTRICT	DATE
COLUMBIA IRRIGATION DISTRICT	DATE

ACKNOWLEDGMENT

STATE OF WASHINGTON } S.S.
COUNTY OF BENTON }

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____ SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE _____ OF THE CITY OF KENNEWICK TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: _____ NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

TITLE: _____

MY APPOINTMENT EXPIRES: _____

ACKNOWLEDGMENT

STATE OF WASHINGTON } S.S.
COUNTY OF BENTON }

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____ SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE _____ OF THE KENNEWICK SCHOOL DISTRICT TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: _____ NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

TITLE: _____

MY APPOINTMENT EXPIRES: _____

ACKNOWLEDGMENT

STATE OF WASHINGTON } S.S.
COUNTY OF BENTON }

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____ SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE _____ OF THE COLUMBIA IRRIGATION DISTRICT TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: _____ NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

TITLE: _____

MY APPOINTMENT EXPIRES: _____

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____, 20__ A.D., AT _____
MINUTES PAST _____ M. AND RECORDED IN VOLUME _____ OF SURVEYS,
PAGE _____, AT THE REQUEST OF ROGERS SURVEYING.

BENTON COUNTY AUDITOR FEE NUMBER _____
RECORD SURVEY NUMBER _____

LEGAL DESCRIPTIONS

PARCEL 1:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M., CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:
BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 1; THENCE SOUTH 0°38'33" EAST 1064.70 FEET ALONG THE EAST LINE OF SAID SECTION TO THE CENTERLINE OF WEST 6TH AVENUE; THENCE NORTH 89°38'03" WEST 420.51 FEET ALONG SAID CENTERLINE; THENCE NORTH 0°21'57" EAST 30.00 FEET TO THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY MARGIN OF SAID WEST 6TH AVENUE AND THE WESTERLY RIGHT OF WAY MARGIN OF SOUTH AUBURN STREET; THENCE NORTH 89°38'03" WEST 300.00 FEET ALONG SAID NORTHERLY RIGHT OF WAY MARGIN TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°38'03" WEST 606.59 FEET TO THE SOUTHWEST CORNER OF PARCEL A AS SHOWN ON RECORD SURVEY RECORDED IN VOLUME 1 OF SURVEYS, PAGE 566, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE NORTH 0°30'15" WEST 321.75 FEET ALONG THE WEST LINE OF SAID PARCEL A TO THE NORTHWEST CORNER THEREOF, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF PARCEL B OF SAID RECORD SURVEY; THENCE NORTH 0°45'56" WEST 132.50 FEET ALONG THE EAST LINE OF SAID PARCEL BE TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 89°47'43" WEST 154.26 FEET ALONG THE NORTH LINE OF SAID PARCEL B TO THE EASTERLY RIGHT OF WAY MARGIN OF SOUTH DAYTON STREET; THENCE NORTH 0°39'27" WEST 933.44 FEET ALONG SAID EASTERLY RIGHT OF WAY MARGIN TO THE SOUTHERLY RIGHT OF WAY MARGIN OF THE COLUMBIA IRRIGATION DISTRICT CANAL; THENCE SOUTH 51°11'40" EAST 735.35 FEET ALONG SAID SOUTHERLY RIGHT OF WAY MARGIN TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2537.50 FEET; THENCE SOUTHEASTERLY 297.82 FEET ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTHERLY RIGHT OF WAY MARGIN THROUGH A CENTRAL ANGLE OF 6°43'29"; THENCE SOUTH 44°28'11" EAST 396.02 FEET TO THE WESTERLY RIGHT OF WAY MARGIN OF SOUTH AUBURN STREET; THENCE SOUTH 0°38'33" EAST 195.73 FEET ALONG SAID WESTERLY RIGHT OF WAY; THENCE NORTH 89°38'03" WEST 300.00 FEET; THENCE SOUTH 0°38'33" EAST 255.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 19.64 ACRES, MORE OR LESS

PARCEL 2:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M., CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:
BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 1; THENCE SOUTH 0°38'33" EAST 1064.70 FEET ALONG THE EAST LINE OF SAID SECTION TO THE CENTERLINE OF WEST 6TH AVENUE; THENCE NORTH 89°38'03" WEST 420.51 FEET ALONG SAID CENTERLINE; THENCE NORTH 0°21'57" EAST 30.00 FEET TO THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY MARGIN OF SAID WEST 6TH AVENUE AND THE WESTERLY RIGHT OF WAY MARGIN OF SOUTH AUBURN STREET AND THE TRUE POINT OF BEGINNING; THENCE NORTH 89°38'03" WEST 300.00 FEET ALONG SAID NORTHERLY RIGHT OF WAY MARGIN; THENCE NORTH 0°38'33" WEST 255.00 FEET; THENCE SOUTH 89°38'03" EAST 300.00 FEET TO THE WESTERLY RIGHT OF WAY MARGIN OF SOUTH AUBURN STREET; THENCE SOUTH 0°38'33" EAST 255.00 FEET ALONG SAID WESTERLY RIGHT OF WAY MARGIN TO THE TRUE POINT OF BEGINNING.

CONTAINS 1.76 ACRES, MORE OR LESS

PARCEL 3:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M., CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:
BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 1; THENCE SOUTH 0°38'33" EAST 1064.70 FEET ALONG THE EAST LINE OF SAID SECTION TO THE CENTERLINE OF WEST 6TH AVENUE; THENCE NORTH 89°38'03" WEST 420.51 FEET ALONG SAID CENTERLINE; THENCE NORTH 0°21'57" EAST 30.00 FEET TO THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY MARGIN OF SAID WEST 6TH AVENUE AND THE WESTERLY RIGHT OF WAY MARGIN OF SOUTH AUBURN STREET; THENCE NORTH 89°38'03" WEST 906.06 FEET ALONG SAID NORTHERLY RIGHT OF WAY MARGIN TO THE SOUTHWEST CORNER OF PARCEL A AS SHOWN ON RECORD SURVEY RECORDED IN VOLUME 1 OF SURVEYS, PAGE 566, RECORDS OF BENTON COUNTY, WASHINGTON AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°38'03" WEST 153.65 FEET ALONG SAID NORTHERLY RIGHT OF WAY MARGIN TO THE EASTERLY RIGHT OF WAY MARGIN OF SOUTH DAYTON STREET; THENCE NORTH 0°39'27" WEST 453.83 FEET ALONG SAID EASTERLY RIGHT OF WAY MARGIN TO THE NORTHWEST CORNER OF PARCEL B OF SAID RECORD SURVEY; THENCE SOUTH 89°47'43" EAST 154.26 FEET ALONG THE NORTH LINE OF SAID PARCEL B TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 0°45'56" EAST 132.50 FEET ALONG THE EAST LINE OF SAID PARCEL B TO THE SOUTHEAST CORNER THEREOF, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID PARCEL A; THENCE SOUTH 0°30'15" EAST 321.75 FEET ALONG THE WEST LINE OF SAID PARCEL A TO THE TRUE POINT OF BEGINNING.

CONTAINS 1.61 ACRES, MORE OR LESS

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF THE CITY OF KENNEWICK IN OCTOBER 2016.



DAVID P. BAALMAN
CERTIFICATE #41028

DATE

REV: 11-8-16

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

CLIENT		CITY OF KENNEWICK		JOB	21116
PROJECT		RECORD SURVEY PORTION SECTION 1, T.8N., R.29.E., W.M.			
DRN. BY	BAG	SCALE	1" = 100'	F. B. NO.	NONE
APPROVED	DPB	DATE	10/05/16	ACAD VER	-C3D15
		FILE:	21116.DWG	SHEET	2
				OF	2

Council Agenda Coversheet



Agenda Item Number	3.m.	Council Date	12/06/2016
Agenda Item Type	Resolution		
Subject	Interfund Loan to Stormwater Utility Fund		
Ordinance/Reso #	16-21	Contract #	
Project #		Permit #	
Department	Finance		

Consent Agenda	<input checked="" type="checkbox"/>
Ordinance/Reso	<input checked="" type="checkbox"/>
Public Mtg / Hrg	<input type="checkbox"/>
Other	<input type="checkbox"/>
Quasi-Judicial	<input type="checkbox"/>

Recommendation

Adopt Resolution 16-21 authorizing an interfund loan from the Water and Sewer Fund to the Stormwater Utility Fund in an amount not to exceed \$155,000. The loan shall bear interest at the monthly net earnings rate of the LGIP over a 3-year term.

Motion for Consideration

I move to adopt Resolution 16-21.

Summary

At the City Council workshop held on Tuesday, November 22, 2016, staff provided Council with a recommendation to finance necessary repairs to a stormwater pipe located under Washington State Route 397 (SR 397) and costs associated with the completion of a rate study for the City's Stormwater Utility through an interfund loan from the Water and Sewer Fund (utility). The interfund loan is necessary in large part due to several significant capital repairs completed within the Stormwater Utility during the 2015/2016 biennium, which have utilized almost the entirety of the utility's reserves available. The most notable of these projects was the Zintel Canyon pipe sediment removal project and the repair of the intersection at Canal and Volland that was required after stormwater infrastructure failed at that location.

Resolution 16-21 authorizes an interfund loan from the Water and Sewer Fund to the Stormwater Utility Fund in an amount not to exceed \$155,000 to finance the completion of the SR 397 project and stormwater utility rate study. The terms of the loan include a 3-year repayment schedule at an interest rate equal to the monthly net earnings rate for the Washington State Local Government Investment Pool (LGIP). Generally, the duration of an interfund loan is limited to a maximum of 3 years or else it may be scrutinized as a permanent diversion of funds. The interest rate associated with an interfund loan of this nature must also be set to approximate a reasonable interest rate that could be obtained by the lending fund if it were to invest the funds in the open market.

Alternatives

None recommended. Council could opt not to finance the projects outlined above through an interfund loan and instead explore external financing options or fund these projects through an operating contribution from the City's General Fund.

Fiscal Impact

As of October, 2016, the monthly net earnings rate for the LGIP was 0.48% and this rate is very likely to increase by the time this loan is completed in 3 years. However, if the current rate were to remain constant throughout the term of the loan, the Water and Sewer Fund would collect an estimated \$1,250 in interest earnings over the life of the loan. By utilizing internal financing, the City is also saving external borrowing costs that may have otherwise been incurred.

Through	
Dept Head Approval	Dan Legard Nov 28, 07:32:28 GMT-0800 2016
City Mgr Approval	Marie Mosley Nov 30, 20:53:51 GMT+0800 2016

Attachments: Resolution

--

Recording Required?

CITY OF KENNEWICK
RESOLUTION NO. 16-21

A RESOLUTION AUTHORIZING AN INTERFUND LOAN

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON that the City Council of Kennewick authorizes an interfund loan from the Water and Sewer Fund to the Stormwater Utility Fund in an amount not to exceed \$155,000.00 to finance the repair of a stormwater line under Washington State Route 397 and the completion of a rate study for the Stormwater Utility. This loan shall bear interest at a rate equal to the monthly net earnings rate of the Washington State Local Government Investment Pool for a period of up to 3 years, and shall be repaid to the Water and Sewer Fund from the Stormwater Utility Fund.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 6th day of December, 2016, and signed in authentication of its passage this 6th day of December, 2016.

Attest:

STEVE C. YOUNG, Mayor

TERRI L. WRIGHT, City Clerk

Resolution No. 16-21 filed and recorded
in the office of the City Clerk of the City of
Kennewick, Washington this 7th day of
December, 2016.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

Council Agenda Coversheet



Agenda Item Number	3.n.	Council Date	12/06/2016
Agenda Item Type	Contract/Agreement/Lease		
Subject	Hanford Communities Interlocal Agreement		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	City Manager		

Consent Agenda	<input checked="" type="checkbox"/>
Ordinance/Reso	<input type="checkbox"/>
Public Mtg / Hrg	<input type="checkbox"/>
Other	<input type="checkbox"/>
Quasi-Judicial	<input type="checkbox"/>

Recommendation

Staff recommends that Council sign the amended Hanford Communities Interlocal Agreement.

Motion for Consideration

I move to authorize the Mayor to sign the amended Interlocal Cooperation Agreement for Hanford Communities.

Summary

The Hanford Communities organization was established in 1994 with the adoption of an Interlocal Agreement with a five-year duration. This agreement is being amended to include the City of West Richland.

The Hanford Communities organization has become very effective in advocating the positions of elected officials regarding the environmental clean-up and economic transition of the Hanford Site. The organization has increased its credibility locally, in Olympia and in Washington, D.C. This interlocal agreement, that requires council action, would be effective January 1, 2017 through December 31, 2021. Richland, is home to a large majority of the Hanford Workforce, and will continue as the Operating Jurisdiction for the organization.

Alternatives

None.

Fiscal Impact

Annually, the Hanford Communities Governing Board approves an operating budget for the following year. The City of Kennewick's share of the 2015 Hanford Communities budget was approximately \$21,000.

Through

Terri Wright
Nov 29, 16:19:51 GMT-0800 2016

Dept Head Approval

City Mgr Approval

Marie Mosley
Nov 30, 21:22:34 GMT+0800 2016

Attachments: Hanford Communities Interlocal Agreement - amended

Recording Required?

**AN INTERLOCAL COOPERATION AGREEMENT BETWEEN ELIGIBLE LOCAL
GOVERNMENTS TO REVIEW, EVALUATE, AND MONITOR CONDITIONS AND
OPERATIONS AT THE HANFORD NUCLEAR RESERVATION (HANFORD)
THAT DIRECTLY AFFECT THESE**

"HANFORD COMMUNITIES"

This INTERLOCAL AGREEMENT, effective the 1st day of January, 2017, is hereby entered into by and between the Cities of Richland, Kennewick, Pasco, West Richland, and the Counties of Benton and Franklin (hereinafter referred to as "Participating Jurisdictions").

WHEREAS, the Interlocal Cooperation Act, RCW 39.34 allows public agencies to make the most efficient use of their powers by enabling them to cooperate with each other on the basis of mutual advantage to provide services and facilities that will best meet the needs of each community; and

WHEREAS, environmental contamination at Hanford and the U.S. Department of Energy's consequential environmental remediation and waste management activities impose numerous health, safety, and socio-economic impacts on the well-being of the residents of Richland, Kennewick, Pasco, West Richland, and unincorporated portions of Benton and Franklin Counties; and

WHEREAS, the vast majority of those who work at Hanford live in and around the Cities of Richland, Kennewick, Pasco, and West Richland; and the counties therein; and

WHEREAS, although each jurisdiction fully reserves the right to pursue its own interests with regard to Hanford, through joint utilization of personnel and other resources these jurisdictions are desirous of entering into a program to review, evaluate and monitor conditions at Hanford and policies, programs and operations of the Department of Energy (DOE) and others in regard to Hanford,

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is agreed in accordance with the provisions of RCW 39.34.030 as follows:

I. PURPOSE

The purpose of this Agreement is to make available jointly to the Participating Jurisdictions technical, analytical, and other resources to review, evaluate and monitor conditions at Hanford such as cleanup, workforce and community transition. Information will also be made available regarding policies, programs and operations of the DOE and others with regard to Hanford, and to enhance citizen understanding of such. To that end, the Participating Jurisdictions have established and periodically renew this Interlocal Cooperation Agreement creating an organization to be known as the "HANFORD COMMUNITIES" to:

1. Coordinate efforts concerning Hanford activities and issues requiring local government interaction or participation between the Hanford Communities, the DOE, local, state, and national agencies;
2. Interact with the DOE, the Washington State Department of Ecology, the U. S. Environmental Protection Agency, and others regarding Hanford environmental

contamination, remediation, waste management, response to emergencies, and work force and site transition issues;

3. Evaluate reports, findings, and recommendations regarding ongoing, planned and possible cleanup and waste management activities at Hanford, including actual or potential environmental and socio-economic impacts on the Hanford Communities or individual Participating Jurisdictions;
4. Prepare special studies, assessments, surveys, and related efforts regarding Hanford for the use of the Hanford Communities or individual Participating Jurisdictions and/or to further public information and enhance citizen understanding of Hanford-related issues; and
5. Prepare and issue position papers, give testimony, and sponsor other activities designed to inform the public about environmental, waste management, emergency management, and site transition activities; and
6. Prepare and present issue papers and sponsor activities in support of workforce and community transition issues.

II. ORGANIZATION

- A. **Eligibility:** Full membership in the Hanford Communities Interlocal is limited to the cities of Richland, Kennewick, Pasco, West Richland, Benton and Franklin Counties. Affiliate memberships are open to local government entities other than general purpose governments. Affiliate members will not have voting seats on the Governing or Administrative Boards.
- B. **Governing Board:** The governing bodies of each Participating Jurisdiction shall identify one (1) elected legislative representative from its governing body to serve on the Governing Board of the Hanford Communities. Governing Board members shall focus on addressing issues at the policy level and shall advocate positions consistent with the annual Issue Agenda.
- C. **Administrative Board:** The chief administrative officers, or designees, of the Participating Jurisdictions shall constitute the Administrative Board of the Hanford Communities. Administrative Board members shall address the day-to-day activities of the Hanford Communities consistent with executing the policy decisions made by the Governing Board.
- D. **Operating Jurisdiction:** One of the Participating Jurisdictions shall be designated as the Operating Jurisdiction and assigned responsibilities for carrying out the items enumerated in "Section I – Purpose" on behalf of the Hanford Communities. The Operating Jurisdiction's rules, regulations, and ordinances, unless otherwise specifically provided for, apply to the Interlocal. Employees of the Interlocal are employees of the Operating Jurisdiction, which shall provide all necessary support services. The Operating Jurisdiction shall administer the Hanford Communities budget, from which authorized program expenses shall be reimbursed. The Operating Jurisdiction shall provide these reimbursed services at no administrative charge to participants of this Interlocal Agreement.

- E. **Officers:** There shall be a Chairperson and Vice-chairperson for the Governing Board and the Administrative Board, respectively. The Chairperson and Vice-chairperson shall be elected from among the membership of each board to serve one-year terms effective January 1 of each year.

III. ADMINISTRATION

- A. **Budget Preparation:** The Operating Jurisdiction shall prepare a budget in accordance with its budget cycle based upon policies adopted by the Governing Board. The budget shall be approved by the Governing Board of the Hanford Communities.
- B. **Funding:** Funds necessary to carry out this Agreement shall come from Participating Jurisdiction assessments and federal, state, and other grants. Assessments shall be based on a funding formula approved by the Hanford Communities Administrative Board.
- C. **Meetings:** The Governing Board shall meet annually to approve the Hanford Communities budget and Issue Agenda for the coming year, and other times as needed. The Administrative Board will meet as needed, however, in no event less frequently than quarterly during each calendar year. Meetings of the Hanford Communities Governing Board shall be subject to the Washington Open Public Meetings Act.
- D. **Dispute Resolution:** Disputes between or among the Participating Jurisdictions and affiliated members regarding the breach, interpretation or enforcement of this Agreement shall be first addressed by the parties in a good faith effort to resolve the dispute. Any remaining disputes shall be resolved by binding arbitration in accordance with RCW 7.04A and the Mandatory Rules of Arbitration.
- E. **Liability:** To the extent any liability exceeds the insurance coverage of the Operating Jurisdiction, each remaining Participating Jurisdiction shall be jointly liable for the balance of claim in the same ratio as their percentage contribution is to the annual budget.

IV. DURATION OF THE AGREEMENT

This Agreement shall be effective the 1st day of January, 2017 when signed by the Participating Jurisdictions and shall continue through December 31, 2021. The term of this Agreement may be extended thereafter with the written approval of the Participating Jurisdictions.

V. OWNERSHIP OF PROPERTY

All property, real and personal, acquired with Hanford Communities funds to carry out the purposes of this Agreement shall be the property of the Hanford Communities. Real and personal property owned by the Operating Jurisdiction and used to service its contract with the Hanford Communities shall remain the property of the Operating Jurisdiction. In the event any property becomes surplus or upon partial or complete termination of this Agreement, property of the Hanford Communities shall be sold and the proceeds shall be divided between the Participating Jurisdictions in the same ratio as their percentage of contribution is to the annual budget.

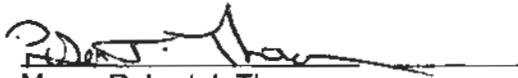
All documents, studies, and issue papers prepared for or on behalf of the Hanford Communities shall be available to Participating Jurisdictions and affiliates for all purposes, and shall constitute a public record pursuant to Title 42.56 RCW upon its public citation in connection with any action of Participating Jurisdictions or affiliates. The Operating Jurisdiction shall serve as the public records officer.

VI. AMENDMENT

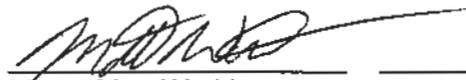
The Agreement may be amended upon written approval of a majority of the Governing Board.

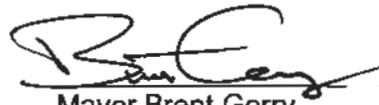
VII. WITHDRAWAL

A jurisdiction may withdraw without penalty from this Agreement effective December 31 of any year, provided written notice is given to the Administrative Board no later than the preceding June 30.


_____, 2016
Mayor Robert J. Thompson
City of Richland

_____, 2016
Mayor Steve C. Young
City of Kennewick


_____, 2016
Mayor Matt Watkins
City of Pasco


_____, 2016
Mayor Brent Gerry
City of West Richland


_____, 2016
Chairman Shon Small
Benton County Board of Commissioners


_____, 2016
Chairman Rick Miller
Franklin County Board of Commissioners

APPROVED AS TO FORM


Heather Kirtzley
Richland City Attorney

Council Agenda Coversheet



Agenda Item Number	3.o.	Council Date	12/06/2016
Agenda Item Type	Resolution		
Subject	Designation of Signature Authority		
Ordinance/Reso #	16-22	Contract #	
Project #		Permit #	
Department	Public Works		

Consent Agenda	<input checked="" type="checkbox"/>
Ordinance/Reso	<input checked="" type="checkbox"/>
Public Mtg / Hrg	<input type="checkbox"/>
Other	<input type="checkbox"/>
Quasi-Judicial	<input type="checkbox"/>

Recommendation

Staff recommends that the City Council designates signature authority for certification of expenditures on federally funded projects to the Director of Public Works and the Deputy Director of Public Works.

Motion for Consideration

I move to adopt Resolution 16-22.

Summary

The Washington State Department of Transportation (WSDOT) has notified the City that effective December 1, 2016, all future project expenditure billings on federally funded projects must include confirmation that the individual signing the reports and requests for reimbursement is authorized to legally bind the agency, in accordance with 2 CFR 200.415(a).

WSDOT has communicated that this signature authority must be designated by the elected body by resolution. Without this action, future requests for reimbursement for project billings will be withheld.

Designating the Director of Public Works and the Deputy Director of Public Works as authorized to sign and certify reports and requests for reimbursement on these federally funded projects will satisfy the requirements of WSDOT and 2 CFR 200.415(a).

Alternatives

None recommended.

Fiscal Impact

None if approved.

Through	Bruce Mills Nov 16, 17:16:42 GMT-0800 2016
Dept Head Approval	Cary Roe Nov 17, 08:42:38 GMT-0800 2016
City Mgr Approval	Marie Mosley Nov 30, 20:31:31 GMT+0800 2016

Attachments: Resolution 16-22

Recording Required?

CITY OF KENNEWICK
RESOLUTION NO. 16-22

A RESOLUTION DESIGNATING SIGNATURE AUTHORITY FOR
CERTIFICATION OF EXPENDITURES ON FEDERALLY FUNDED
PROJECTS

WHEREAS, the Code of Federal Regulations 2 CFR 200.415(a) requires that annual and final fiscal reports or vouchers requesting payment on federally funded projects be signed by an official who is authorized to legally bind the non-Federal entity; and

WHEREAS, the Washington State Department of Transportation (WSDOT) oversees compliance on federally funded transportation projects in the State of Washington; and

WHEREAS, WSDOT has communicated that effective December 1, 2016, all future project expenditure billings on federally funded projects must include confirmation that the individual signing the reports and requests for reimbursement is authorized to legally bind the agency;
NOW, THEREFORE,

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON that the City Council hereby authorizes the Director of Public Works and the Deputy Director of Public Works as those individuals designated with the authority to legally bind and certify reports and requests for reimbursement on federally funded projects, in accordance with 2 CFR 200.415(a).

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 6th day of December, 2016, and signed in authentication of its passage this 6th day of December, 2016.

STEVE C. YOUNG, Mayor

Attest:

TERRI L. WRIGHT, City Clerk

RESOLUTION NO. 16-22 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington this 7th day of December, 2016

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

Council Agenda Coversheet



Agenda Item Number	3.p.	Council Date	12/06/2016
Agenda Item Type	General Business Item		
Subject	Amendment to the KAC Revising Parking Zones		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Public Works		

Consent Agenda	<input checked="" type="checkbox"/>
Ordinance/Reso	<input type="checkbox"/>
Public Mtg / Hrg	<input type="checkbox"/>
Other	<input type="checkbox"/>
Quasi-Judicial	<input type="checkbox"/>

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 include Southridge Blvd, from 36th Avenue to Christiansen Road.

Summary

The City of Kennewick is in the process of completing the reconstruction of the last section of Southridge Blvd from Ridgeline Drive to Christiansen Road. The completed section will be three lanes with shy/bike lanes on both sides. The rest of Southridge Blvd to the north is already included in the KAC under no parking and this would add the remaining portion.

Alternatives

None recommended

Fiscal Impact

None- If any, signs will be installed with Southridge Blvd. Reconstruction project

Through	John Deskins Nov 17, 15:34:48 GMT-0800 2016
Dept Head Approval	Cary Roe Nov 17, 17:48:22 GMT-0800 2016
City Mgr Approval	Marie Mosley Nov 30, 21:26:04 GMT+0800 2016

Attachments:

KAC 13-54-100 Southridge parking

Recording
Required?

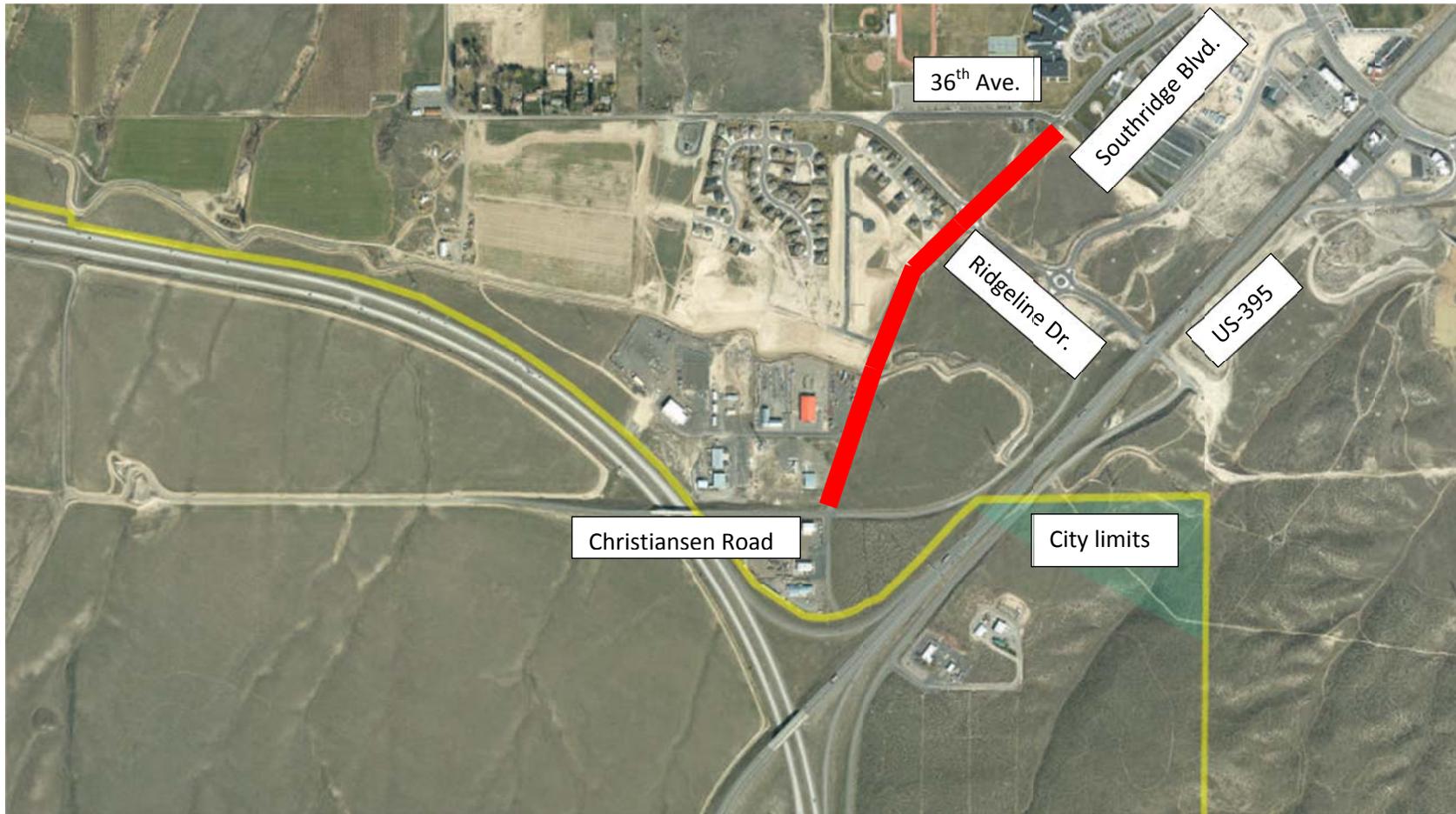
13-54-100: Stopping, Standing and Parking Prohibited at All Times: When signs are erected in each block giving notice thereof, no person shall stand, stop or park a vehicle at any time within the district or upon any of the streets or parts of streets as follows:

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	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 36th 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	
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)



Southridge Blvd.
No Parking Area



Council Agenda Coversheet



Agenda Item Number	3.q.	Council Date	12/06/2016
Agenda Item Type	Final Plat		
Subject	Sage Crest Phase 5A		
Ordinance/Reso #		Contract #	
Project #	FP 16-05	Permit #	PLN-2016-02960
Department	Planning		

Consent Agenda	<input checked="" type="checkbox"/>
Ordinance/Reso	<input type="checkbox"/>
Public Mtg / Hrg	<input type="checkbox"/>
Other	<input type="checkbox"/>
Quasi-Judicial	<input type="checkbox"/>

Recommendation

That City Council authorize the Mayor (or in his absence Mayor Pro Tem) to sign the final plat of Sage Crest Phase 5A contingent upon payment of fees and bonding for incomplete street and landscape work.

Motion for Consideration

I move 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 and landscape work.

Summary

An application has been submitted by Matt Smith of Tri-Cities Development LLC for the final plat of Sage Crest Phase 5A. The plat consists of 21 lots and 7 tracts of land on approximately 30.29 acres, located south of Ridgeline Drive on the north side of W. 38th Avenue and each side of S. Nelson Street. The site is currently zoned Residential Medium Density (RM) which allows a minimum lot size of 4,000 square feet. The smallest lot is 7,994 square feet in size. The preliminary plat of Sage Crest Phase 5 was approved by the Hearing Examiner's decision dated April 25, 2016.

Staff has reviewed the final plat application and has found it to be in conformance with all applicable City development regulations. With the exception of payment of fees and bonding for incomplete street and landscape work, conditions of the preliminary plat have been met. Prior to signing the final plat mylar the outstanding conditions will be met. Following Council approval and plat signatures, the plat can be recorded and lots sold to individual owners.

Alternatives

No alternatives were reviewed or are recommended as the applicant has met the applicable standards.

Fiscal Impact

None

Through	Wes Romine Nov 22, 10:32:11 GMT-0800 2016
Dept Head Approval	Gregory McCormick Nov 28, 07:21:08 GMT-0800 2016
City Mgr Approval	Marie Mosley Nov 30, 20:49:23 GMT+0800 2016

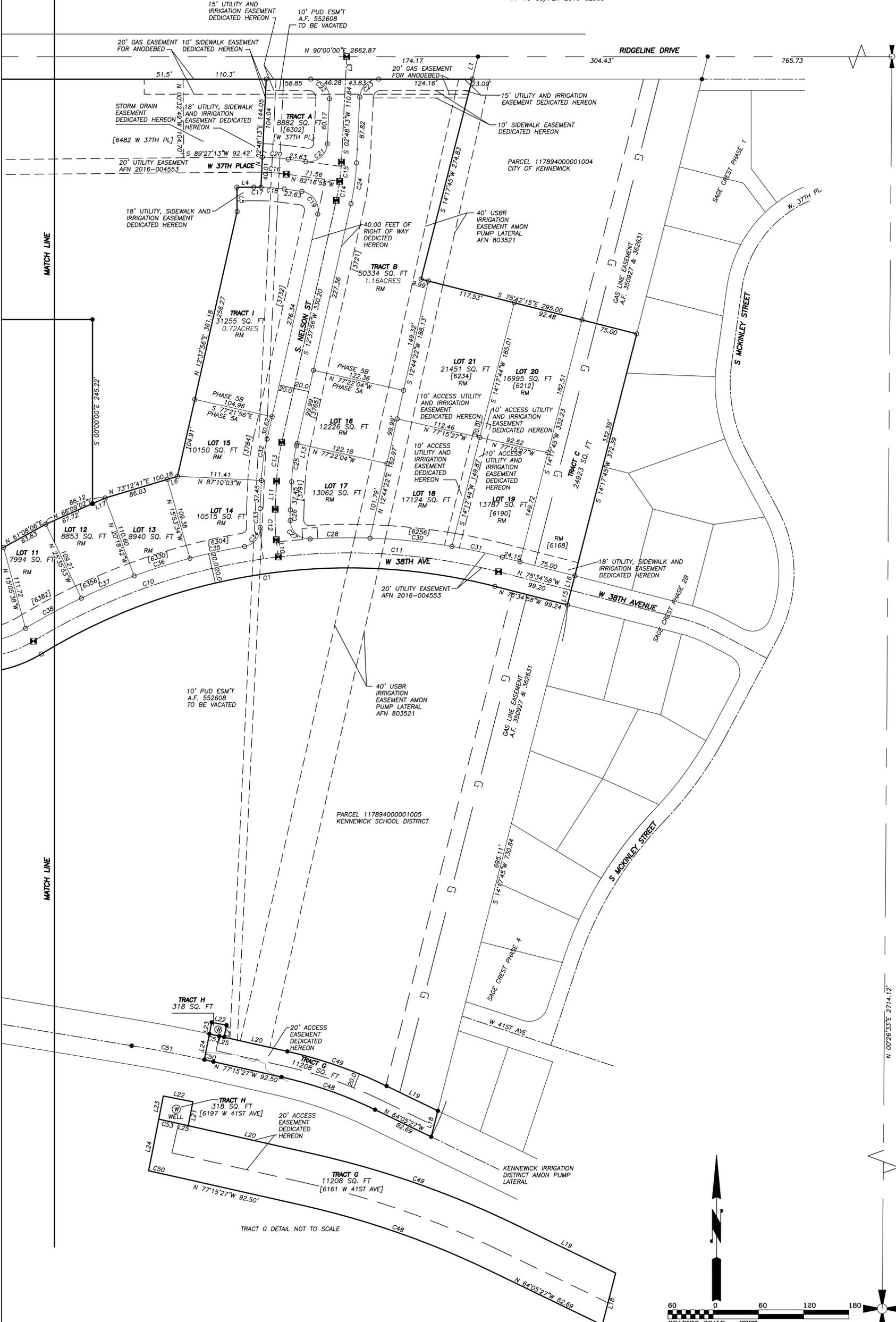
Attachments: Final Plat Drawing

Recording Required?

FINAL PLAT SAGE CREST PHASE 5 A

PORTION SE 1/4 SECTION 17, T. 8 N., R. 29 E., W.M.
CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON
PARCELS 117894010857011 AND 11789400002011
FP 16-05/PLN-2016-02960

E 1/4 COR SEC 17
T8N, R29E, W.M.
FND BRASS CAP IN
MON CASE

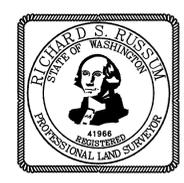


AUDITOR'S CERTIFICATE
FILED FOR RECORD AT THE REQUEST OF MATT SMITH AND RECORDED IN VOLUME _____ OF PLATS, PAGE, _____
RECORDS OF BENTON COUNTY, WASHINGTON, AT _____, MINUTES PAST _____ M., THIS _____ DAY OF _____,
20____ A.D.

BENTON COUNTY AUDITOR _____ FEE NUMBER _____

SURVEYOR'S CERTIFICATE
I, RICHARD S. RUSSUM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, HEREBY
CERTIFY THAT THE PLAT OF SAGE CREST PHASE 5 A AS SHOWN HEREON IS BASED ON AN ACTUAL
FIELD SURVEY OF THE LAND DESCRIBED AND THAT ALL COURSES AND DISTANCES ARE CORRECTLY
SHOWN AND THAT SAID PLAT IS STAKED ON THE GROUND AS INDICATED HEREON.

RICHARD S RUSSUM PLS 41966 _____ DATE _____



WORLEY SURVEYING SERVICE, INC., P.S.
P.O. BOX 6132
KENNEWICK, WASHINGTON 99336
509-582-6716

**SHEET
1 OF 3**

16-091

FINAL PLAT SAGE CREST PHASE 5 A

PORTION SE 1/4 SECTION 17, T. 8 N., R. 29 E., W.M.
CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON
PARCELS 117894010857011 AND 117894000002011
FP 16-05/PLN-2016-02960

CEN SEC 17
T8N, R29E W.M.
FND 1" PIPE BENT

RIDGELINE DRIVE

1418.54

1167.24'

20' IRRIGATION
EASEMENT
LATERAL AP-2.9

20' UTILITY EASEMENT
AFN 2016-004553

TRACT E
394747 SQ. FT
9.06 ACRES
PARCEL 117894010857011
RM
[6482 W 37TH PL]

N 90°00'00"E 940.10'

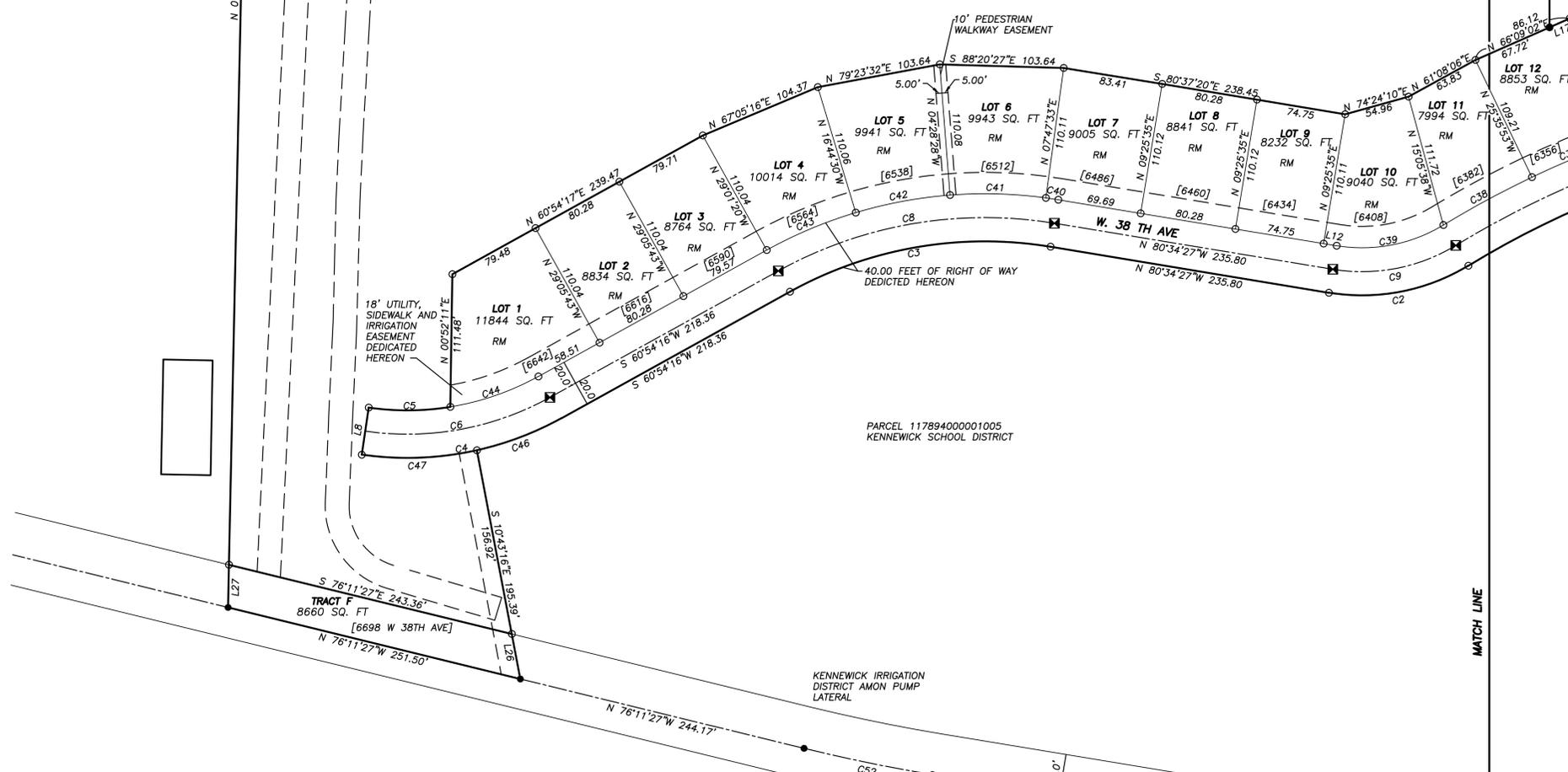
TRACT D
467974 SQ. FT
10.74 ACRES
PARCEL 117894000002011
RM
[6698 W 38TH AVE]

20' ACCESS
ROAD EASEMENT
AFN 717820

N 01°12'08"E 1082.58'
1016.71

MATCH LINE

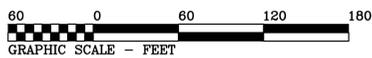
S 00°00'00"E 245.22'



MATCH LINE

NOTES

1. O DENOTES SET 5/8" IRON PINS WITH PLASTIC CAPS MARKED "WORLEY 41966" AT PROPERTY CORNER UNLESS NOTED OTHERWISE.
2. DENOTES FOUND MONUMENT DATE VISITED SEPTEMBER 2016
3. DENOTES CALCULATED POINT NOT SET
4. DENOTES CITY OF KENNEWICK STANDARD MONUMENT AND CASE
5. BASIS OF BEARING: SAGE CREST PHASE 3 FINAL PLAT, VOLUME 15, PAGE 489 RECORDS OF BENTON COUNTY, WASHINGTON.
6. EQUIPMENT USED INCLUDED A LICEA TPS 1100 TOTAL STATION WITH STANDARD OF ERROR OF 2 SECONDS AND 5 MM ± 5 PPM. & TRIMBLE GPS
7. ALL CONDITIONS OF THE PRELIMINARY PLAT MUST BE COMPLIED WITH.
8. ADA ACCESSIBLE WHEEL CHAIR BI-PASS REQUIRED AT ALL DRIVEWAY CURB CUTS.
9. INDIVIDUAL GEO-TECH REPORTS ARE REQUIRED FOR EACH LOT AT THE TIME OF BUILDING PERMIT SUBMITTAL.
10. NO GRADING MAY BE PERFORMED OR ANY PERMANENT STRUCTURE BUILT WITHIN THE UNITED STATES BUREAU OF RECLAMATION RIGHT OF WAY WITHOUT AN APPROVED PERMIT FROM KENNEWICK IRRIGATION DISTRICT AND/OR UNITED STATES BUREAU OF RECLAMATION, WHEN APPLICABLE.
11. THIS PROPERTY IS LOCATED WITHIN THE BOUNDARIES OF THE KENNEWICK IRRIGATION DISTRICT AND IN THE IMMEDIATE VICINITY OF IRRIGATION INFRASTRUCTURE. PLEASE REFER TO WWW.KID.ORG FOR ADDITIONAL INFORMATION.
12. THE 40' USBR IRRIGATION EASEMENT AMON PUMP LATERAL AFN 803521 IS A RESTRICTED RIGHT OF WAY FOR THE BENEFIT OF KID WHERE NO BUILDING OR ENCROACHMENTS SHALL BE ALLOWED. IF AT SUCH TIME THE KID DETERMINES, IN ITS SOLE DISCRETION THAT IT NO LONGER REQUIRES THE 40' USBR IRRIGATION EASEMENT AMON PUMP LATERAL AFN 803521 AND VACATES THE RIGHT OF WAY BY KID BOARD ACTION, THE 40' USBR IRRIGATION EASEMENT AMON PUMP LATERAL AFN 803521 SHALL REVERT TO ADJACENT PROPERTY OWNERS
13. TRACT A IS FOR A STORM DRAIN POND.
14. TRACT C IS FOR OPEN SPACE.
15. TRACTS B, D, E AND I ARE FOR FUTURE DEVELOPMENT.
16. TRACTS F AND G ARE TO BE DEDICATED TO KENNEWICK IRRIGATION DISTRICT FOR CANAL RIGHT OF WAY.
17. TRACT H IS AN EXISTING WELL.
18. AN \$800.00 FEE FOR EACH LOT ABOVE THE 810 ELEVATION IS TO BE PAID AT THE TIME OF BUILDING PERMIT IS ISSUED.



AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF MATT SMITH AND RECORDED IN VOLUME _____ OF PLATS, PAGE _____ RECORDS OF BENTON COUNTY, WASHINGTON, AT _____, MINUTES PAST _____, THIS _____ DAY OF _____, 20__ A.D.

BENTON COUNTY AUDITOR

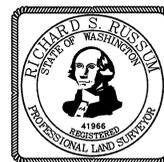
_____ FEE NUMBER

SURVEYOR'S CERTIFICATE

I, RICHARD S. RUSSUM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, HEREBY CERTIFY THAT THE PLAT OF SAGE CREST PHASE 5 A AS SHOWN HEREON IS BASED ON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED AND THAT ALL COURSES AND DISTANCES ARE CORRECTLY SHOWN AND THAT SAID PLAT IS STAKED ON THE GROUND AS INDICATED HEREON.

RICHARD S. RUSSUM PLS 41966

DATE _____



WORLEY SURVEYING SERVICE, INC., P.S.
P.O. BOX 6132
KENNEWICK, WASHINGTON 99336
509-882-6716

SHEET
2 OF 3

16-091

DEDICATION

WE, KENNEWICK ACQUISITION COMPANY III, LLC AND WILLIAM SMITH PROPERTIES INC. HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE TRACT OF LAND DESCRIBED HEREON AND THAT WE HAVE CAUSED SAID LAND TO BE SURVEYED AND PLATTED INTO LOTS, BLOCKS AND TRACTS AS SHOWN HEREON AND THAT THE STREETS, ROAD RIGHT-OF-WAYS AND SIDEWALK & UTILITY EASEMENTS ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC AND THAT SAID SUBDIVISION SHALL HEREAFTER BE DESIGNATED BY SAGE CREST PHASE 5

FINAL PLAT
SAGE CREST PHASE 5 A

PORTION SE 1/4 SECTION 17, T. 8 N., R. 29 E., W.M.
CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON
PARCELS 117894010857011 AND 117894000002011
FP 16-05/PLN-2016-02960

DESCRIPTION

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 8 NORTH, RANGE 29 EAST, WILLAMETTE MERIDIAN, BENTON COUNTY, WASHINGTON LYING SOUTHERLY OF RIDGELINE DRIVE; LYING NORTHERLY OF KENNEWICK IRRIGATION DISTRICT AMON PUMP LATERAL CANAL; AND LYING WESTERLY OF THE COLLECTIVE PLAT BOUNDARIES OF SAGE CREST PHASE 1, SAGE CREST PHASE 2B AND SAGE CREST PHASE 4; EXCEPT THE SEGMENT THEREOF DEEDED TO THE KENNEWICK SCHOOL DISTRICT UNDER AUDITOR'S FILE NO. 2011-001826; AND EXCEPT THE SEGMENT THEREOF DEEDED TO THE CITY OF KENNEWICK UNDER AUDITOR'S FILE NO. 2011-006459

BY _____ BY _____
BY _____ BY _____

ACKNOWLEDGMENTS

STATE OF _____ COUNTY OF _____
I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____ SIGNED THIS INSTRUMENT, ON OATH STATED THAT _____ HE _____ IS (ARE) AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE _____ AND _____ RESPECTIVELY, OF KENNEWICK ACQUISITION COMPANY III, LLC, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTIES FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON DATE _____
MY APPOINTMENT EXPIRES _____

STATE OF _____ COUNTY OF _____
I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____ SIGNED THIS INSTRUMENT, ON OATH STATED THAT _____ HE _____ IS (ARE) AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE _____ AND _____ RESPECTIVELY, OF WILLIAM SMITH PROPERTIES INC. TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTIES FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON DATE _____
MY APPOINTMENT EXPIRES _____

APPROVALS

THE ANNEXED PLAT IS HEREBY APPROVED BY AND FOR THE CITY OF KENNEWICK, STATE OF WASHINGTON.

CITY OF KENNEWICK PLAT ADMINISTRATOR DATE _____
FP 16-05/ PLN-2016-02960

KENNEWICK CITY ENGINEER DATE _____

MAYOR, CITY OF KENNEWICK DATE _____

ATTEST: _____
CITY CLERK

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR 20____, PARCELS 117894010857011 AND 117894000002011

BENTON COUNTY TREASURER DATE _____

BENTON COUNTY ASSESSOR DATE _____

UTILITY APPROVAL

THE UTILITY EASEMENTS ARE HEREBY APPROVED BY THE FOLLOWING UTILITIES:

Table with columns: ENTITY, TITLE, DATE. Rows include BENTON P.U.D. NO. 1, CASCADE NATURAL GAS CORP., FRONTIER NORTHWEST, CHARTER COMMUNICATIONS.

IRRIGATION APPROVAL

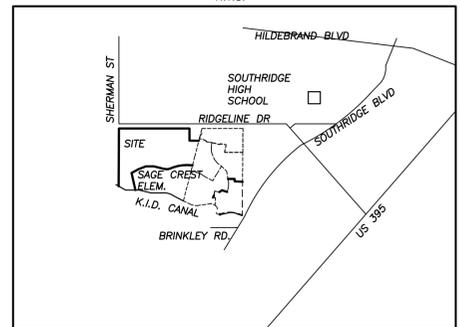
I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN IS LOCATED WITHIN THE BOUNDARIES OF THE KENNEWICK IRRIGATION DISTRICT, THAT THE IRRIGATION EASEMENTS SHOWN ON THIS PLAT OF SAGE CREST PHASE 5 A ARE ADEQUATE TO SERVE ALL LOTS SHOWN HEREON. I FURTHER CERTIFY THAT THOSE LOTS WHICH ARE ENTITLED TO IRRIGATION WATER UNDER THE OPERATING RULES AND REGULATIONS OF THE DISTRICT HAVE SATISFIED THE REQUIREMENTS OF RCW 58.17.310, AND THAT ALL ASSESSMENTS HAVE BEEN PAID THROUGH THE YEAR 20____ A.D.

KENNEWICK IRRIGATION DISTRICT DATE _____

Table with columns: CURVE, RADIUS, ARC LENGTH, DELTA ANGLE, CHORD BEARING, CHORD LENGTH. Lists curve data for C1 through C53.

Table with columns: LINE, BEARING, DISTANCE. Lists line data for L1 through L27.

VICINITY MAP



AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF MATT SMITH AND RECORDED IN VOLUME _____ OF PLATS, PAGE, _____ RECORDS OF BENTON COUNTY, WASHINGTON, AT _____, MINUTES PAST _____ M., THIS _____ DAY OF _____, 20____ A.D.

BENTON COUNTY AUDITOR _____ FEE NUMBER _____

SURVEYOR'S CERTIFICATE

I, RICHARD S. RUSSUM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, HEREBY CERTIFY THAT THE PLAT OF SAGE CREST PHASE 5 A AS SHOWN HEREON IS BASED ON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED AND THAT ALL COURSES AND DISTANCES ARE CORRECTLY SHOWN AND THAT SAID PLAT IS STAKED ON THE GROUND AS INDICATED HEREON.

RICHARD S RUSSUM PLS 41966 DATE _____



WORLEY SURVEYING SERVICE, INC., P.S.
P.O. BOX 6132
KENNEWICK, WASHINGTON 99336
509-582-6716

SHEET 3 OF 3

Council Agenda Coversheet



Agenda Item Number	3.r.	Council Date	12/06/2016
Agenda Item Type	Contract/Agreement/Lease		
Subject	Columbia Park East Bike/Ped Enhancements		
Ordinance/Reso #		Contract #	
Project #	P1516	Permit #	
Department	Public Works		

Consent Agenda	<input checked="" type="checkbox"/>
Ordinance/Reso	<input type="checkbox"/>
Public Mtg / Hrg	<input type="checkbox"/>
Other	<input type="checkbox"/>
Quasi-Judicial	<input type="checkbox"/>

Recommendation

That Council authorize the Mayor to sign Local Programs State Funding Agreement and Local Agency Federal Aid Project Prospectus for the Columbia Park Bike/Ped Enhancement project.

Motion for Consideration

I move to authorize the Mayor to sign the Local Programs State Funding Agreement and Local Agency Federal Aid Project Prospectus for the Columbia Park Bike/Ped Enhancement project.

Summary

In September of 2015, Staff was notified of a successful grant application to the Washington State Pedestrian & Bicycle Program for improvements to the bicycle paths and trails near the family fishing pond and the east boat launch. The improvements will improve safety for bicyclists of all ages and abilities. The grant is for the construction phase of the project. The project is nearing design completion and the State Funding Agreement and Prospectus are required in order to obligate the construction funds.

Alternatives

None recommended

Fiscal Impact

Washington State Pedestrian & Bicycle Program grant - \$320,000
City of Kennewick Capital Improvement Funds - \$ 35,000

Through	Steve Plummer Nov 29, 16:49:14 GMT-0800 2016
Dept Head Approval	Cary Roe Nov 29, 17:46:47 GMT-0800 2016
City Mgr Approval	Marie Mosley Nov 30, 22:00:07 GMT+0800 2016

Attachments:

Recording Required?



**Local Agency Federal Aid
Project Prospectus**

Prefix	Route	()	Date	11/2016
Federal Aid Project Number			DUNS Number	040187544
Local Agency Project Number	P-1516	(WSDOT Use Only)	Federal Employer Tax ID Number	91-6001253

Agency City of Kennewick	CA Agency <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Program Title <input type="checkbox"/> 20.205 <input type="checkbox"/> Other			
Project Title Columbia Park East bike/ped improvements	Start Latitude N 46-13-12 End Latitude N 46-13-17	Start Longitude W 119-08-32 End Longitude W 119-08-11			
Project Termini From-To East End of Columbia Park	Nearest City Name Kennewick	Project Zip Code (+4) 99336-0108			
Begin Mile Post	End Mile Post	Length of Project .25 miles	Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad		
Route ID	Begin Mile Point	End Mile Point	City Number 0610	County Number 03	County Name Benton
WSDOT Region South Central Region	Legislative District(s) 8	Congressional District(s) 4	Urban Area Number 4		

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	State Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.	\$ 35,000	\$ 35,000		12/2016	
R/W					
Const.	\$ 320,000		\$ 320,000	4/2017	
Total	\$ 355,000	\$ 35,000	\$ 320,000		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width n/a	Number of Lanes 2
----------------------	----------------------

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

Removal of physical barriers, alterations to pavement markings and signage, install 2 rffbbs where path crosses

Local Agency Contact Person Travis Hunt	Title Engineering Tech	Phone 509-585-4437	
Mailing Address 210 W 6th ave, PO box 6108	City Kennewick	State Wa	Zip Code 99336-0108
Project Prospectus	By _____ Approving Authority		
	Title Bruce Beauchene PE, City Engineer	Date 11/2016	

Agency City of Kennewick	Project Title Columbia Park East bike/ped improvements	Date 11/2016
-----------------------------	---	-----------------

Type of Proposed Work		
Project Type (Check all that Apply)	Roadway Width n/a	Number of Lanes 2
<input type="checkbox"/> New Construction <input type="checkbox"/> Path / Trail <input type="checkbox"/> 3-R <input type="checkbox"/> Reconstruction <input checked="" type="checkbox"/> Pedestrian / Facilities <input type="checkbox"/> 2-R <input type="checkbox"/> Railroad <input type="checkbox"/> Parking <input checked="" type="checkbox"/> Other <input type="checkbox"/> Bridge		

Geometric Design Data		
Description	Through Route	Crossroad
Federal Functional Classification	<input checked="" type="checkbox"/> Principal Arterial	<input type="checkbox"/> Principal Arterial
	<input type="checkbox"/> Urban	<input type="checkbox"/> Minor Arterial
	<input type="checkbox"/> Rural	<input type="checkbox"/> Collector
	<input type="checkbox"/> NHS	<input type="checkbox"/> Major Collector
		<input type="checkbox"/> Minor Collector
	<input type="checkbox"/> Local Access	<input type="checkbox"/> Local Access
Terrain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	n/a	
Design Speed	n/a	
Existing ADT	n/a	
Design Year ADT	n/a	
Design Year	n/a	
Design Hourly Volume (DHV)	n/a	

Performance of Work		
Preliminary Engineering Will Be Performed By CITY	Others %	Agency 100 %
Construction Will Be Performed By CONTRACTOR	Contract 100 %	Agency %

Environmental Classification	
<input type="checkbox"/> Class I - Environmental Impact Statement (EIS) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement <input type="checkbox"/> Class III - Environmental Assessment (EA) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreements	<input checked="" type="checkbox"/> Class III - Categorically Excluded (CE) <input checked="" type="checkbox"/> Projects Requiring Documentation (Documented CE)

Environmental Considerations.
None. Project is upgrading an existing road and pedestrian facility.

Agency City of Kennewick	Project Title Columbia Park East bike/ped improvements	Date 11/2016
-----------------------------	---	-----------------

Right of Way

<input checked="" type="checkbox"/> No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	<input type="checkbox"/> Right of Way Needed <input type="checkbox"/> No Relocation	<input type="checkbox"/> Relocation Required
---	--	--

Utilities	Railroad
------------------	-----------------

<input checked="" type="checkbox"/> No utility work required <input type="checkbox"/> All utility work will be completed prior to the start of the construction contract <input type="checkbox"/> All utility work will be completed in coordination with the construction contract	<input checked="" type="checkbox"/> No railroad work required <input type="checkbox"/> All railroad work will be completed prior to the start of the construction contract <input type="checkbox"/> All the railroad work will be completed in coordination with the construction contract
---	--

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

None

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? Yes No

Remarks

None

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency City of Kennewick

Date 11/2016

By _____
 Mayor/Chairperson



Local Programs State Funding Agreement Work by Public Agencies		Agency and Address City of Kennewick P.O. Box 6108 Kennewick, wa 99336
Agreement Number	Maximum Amount Authorized	Location and Description of Work (See also Exhibit "A")
Participating Percentage 0.00%	Project Number	

This AGREEMENT is made and entered into this _____ day of _____ between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter called the "STATE," and the above named organization, hereinafter call the "AGENCY."

WHEREAS, the AGENCY is planning the work shown above, and in connection therewith, the AGENCY has requested financial assistance for the project or program, and
WHEREAS, the AGENCY has requested funds for the above shown project or program, which has been selected by the STATE for funding assistance.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREE AS FOLLOWS:

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated State Funds
PE	a. Agency	35,000.00	35,000.00	
	b. Other			
	c. Other			
	d. State			
	e. Total PE Cost Estimate (a+b+c+d)	\$ 35,000.00	\$ 35,000.00	\$ 0.00
Right of Way	f. Agency			
	g. Other			
	h. Other			
	i. State			
	J. Total RW Cost Estimate (f+g+h+i)	\$ 0.00	\$ 0.00	\$ 0.00
Construction	k. Contract	300,000.00	0.00	300,000.00
	l. Other			
	m. Other			
	n. Other			
	o. Agency	19,500.00	0.00	19,500.00
	p. State	500.00	0.00	500.00
	q. Total CN Cost Estimate (k+l+m+n+o+p)	\$ 320,000.00	\$ 0.00	\$ 320,000.00
r. Total Project Cost Estimate (e+j+q)	\$ 355,000.00	\$ 35,000.00	\$ 320,000.00	

**I
General**

The AGENCY agrees to perform the above described work in accordance with the Project Application attached hereto as "Exhibit A" and made a part of this AGREEMENT.

Plans, specifications, and cost estimates shall be prepared by the AGENCY in accordance with the current State of Washington Standard Specifications for Road, Bridge, and Municipal Construction and adopted design standards, unless otherwise noted. The AGENCY will incorporate the plans and specifications into the AGENCY's project and thereafter advertise the resulting project for bid and, assuming bids are received and a contract is awarded, administer the contract, or if the project is of a size which the AGENCY is authorized to perform with its own forces under the laws of the State of Washington, the AGENCY may proceed with its own forces.

All work performed under this AGREEMENT shall comply with the applicable provisions of state law.

**II
Payment**

The STATE, in consideration of the faithful performance of the work to be performed by the AGENCY, agrees to reimburse the AGENCY for the percentage of the actual direct and related indirect cost of the work shown above, up to the "MAXIMUM AMOUNT AUTHORIZED". The agency will comply with Governmental Accounting Auditing and Financial Reporting Standards and applicable state law and local regulations, policies and procedures. No payment will be made for work done prior to execution of this AGREEMENT.

Partial payments shall be made by the STATE, upon request of the AGENCY, to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of the final audit, all required adjustments will be made and reflected in a final payment. The AGENCY agrees to submit a final bill to the STATE within forty-five (45) days after the AGENCY has completed work.

The AGENCY agrees that all costs in excess of the amount authorized and the AGENCY's matching funds shall be the responsibility of the AGENCY.

**III
Audit**

The AGENCY agrees that an audit may be conducted by the STATE. During the progress of the work and for a period not less than three (3) years from the date of final payment to the AGENCY, the records and accounts pertaining to the work and accounting thereof are to be kept available for inspection and audit by the STATE and copies of all records, accounts, documents, or other data pertaining to the project will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the three-year retention period.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year last written below.

AGENCY

By: _____

Title: _____

Date: _____

**IV
Legal Relations**

No liability shall attach to the AGENCY or the STATE by reason of entering into this AGREEMENT except as expressly provided herein.

**V
Nondiscrimination**

The AGENCY agrees to comply with all applicable state and federal laws, rules, and regulations pertaining to nondiscrimination and agrees to require the same of all subcontractors providing services or performing any work using funds provided under this AGREEMENT.

**VI
Venue**

For the convenience of the parties to this AGREEMENT, it is agreed that any claims and/or causes of action which the AGENCY has against the STATE, growing out of this AGREEMENT or the project or program with which it is concerned, shall be brought only in the Superior Court for Thurston County.

**VII
Termination**

The Secretary of the Department of Transportation may terminate this AGREEMENT if the funding becomes unavailable or if the Secretary determines that it is in the best interest of the STATE.

**VIII
Final Report and Final Inspection**

Within ninety (90) days following the completion of the project and submission of the final billing for the project, a final report and/or final inspection shall be submitted to the Director, Highways & Local Programs containing the following information:

Non-Capital Projects

1. A description of the project or program.
2. A summary of actual costs of the project or program.
3. An evaluation of the project or program. This should address aspects such as transportation and/or other benefits to the public.

Capital Projects

1. A final inspection is required.

**IX
Supplement**

This agreement may be modified or supplemented only in writing by parties.

STATE

By: _____
Director, Local Programs

Date: _____

Council Agenda Coversheet



Agenda Item Number	3.s.	Council Date	12/06/2016
Agenda Item Type	Contract/Agreement/Lease		
Subject	Animal Control Amendments		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Police Department		

Consent Agenda	<input checked="" type="checkbox"/>
Ordinance/Reso	<input type="checkbox"/>
Public Mtg / Hrg	<input type="checkbox"/>
Other	<input type="checkbox"/>
Quasi-Judicial	<input type="checkbox"/>

Recommendation

That City Council 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.

Motion for Consideration

I move 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.

Summary

Attached are the Animal Control Authority Operating Jurisdiction Inter-local Agreement Amendment No. 10 and the Animal Control Personal Services Agreement Amendment No. 10.

Alternatives

None

Fiscal Impact

Maintain the current level of service

Through	Craig Littrell Nov 23, 07:09:57 GMT-0800 2016
Dept Head Approval	Ken Hohenberg Nov 23, 08:27:33 GMT-0800 2016
City Mgr Approval	Marie Mosley Nov 30, 20:33:16 GMT+0800 2016

Attachments: ACA Operating Agreement Amendment No. 10
AC Personal Services Agreement Amendment No. 10

Recording
Required?

**AMENDMENT NO. 10
PERSONAL SERVICES AGREEMENT
FOR ANIMAL CONTROL**

This Amendment to the April 1, 2007 Personal Services Agreement is entered into on this ____ day of _____, 2016 by and between A2Z Animal Sheltering Services, 1312 South 18th Avenue, Pasco WA 99301 (or at any other location where the Cities construct or maintain an animal shelter) (“Contractor”) and the Cities of Kennewick, Pasco and Richland, all of which are municipal corporations and political subdivisions of the State of Washington (collectively, the “ACA”).

The parties mutually agree that the Personal Services Agreement is hereby amended as follows:

1. Article 17 Term of Agreement is hereby amended to read as follows (additions by underlining, deletions by interlineation):

17.1 This Agreement shall remain in full force and effect as written through ~~December 31, 2016~~ December 31, 2018, with options for additional two (2) year extensions upon mutual agreement of ACA and the Contractor, thereafter.

2. Attachment “B-7” is hereby replaced with Attachment “B-8.” Attachment “B-8” reflects the annual 2017 Animal Control contract budget, which is required to be reviewed and approved by the ACA on an annual basis.
3. All remaining provisions of the Personal Services Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this amendment on the date identified above.

CITY OF KENNEWICK

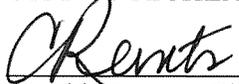
CITY OF PASCO

Marie Mosley, City Manager

Dave Zabell, City Manager

CITY OF RICHLAND

A2Z ANIMAL SHELTERING SERVICES



Cynthia Reents, City Manager

Angela Zilar, President

ATTACHMENT "B-9"
Animal Control Budget 2015 & 2016 & 2017

	Approved 2015 Budget			Approved 2016 Budget			Proposed 2017 Budget		
	Enforcement & Sheltering	Enforcement Cost	Sheltering Cost	Enforcement & Sheltering	Enforcement Cost	Sheltering Cost	Enforcement & Sheltering	Enforcement Cost	Sheltering Cost
Current Staffing									
Shelter Director		49,039	16,346		50,040	16,680		51,061	17,020
Admin Assistant			23,040		12,755	12,755		13,015	13,015
Supervising Animal Control Officer		45,000			45,918			46,855	
Officer 1		37,000			37,755			38,526	
Officer 2		37,000			37,755			38,526	
Officer 3		37,000			37,755			38,526	
Dispatch		24,632			25,135			25,648	
Animal Intake		27,123			27,677			28,241	
Customer Service		12,480			12,735			12,995	
Animal Care Mgr (50/50)		20,805			21,230			21,663	
Animal Care Technician (part-time 30 hrs)		17,160			17,510			17,971	
Animal Care Technician (part-time 30 hrs)		17,160			17,510			17,971	
Animal Care Technician (part-time 30 hrs)		17,160			17,510			17,971	
Animal Care Technician (part-time 30 hrs)		17,160			17,510			17,971	
Sub-Total:	\$ 290,078	\$ 141,311	\$ 431,389	\$ 308,754	\$ 133,440	\$ 442,194	\$ 315,055	\$ 137,326	\$ 452,381
Benefit Cost:									
Medicare		4,206	2,049		4,477	1,935		4,568	1,991
Social Security		17,985	8,761		19,143	8,273		19,533	8,514
Sunat/Futa		5,802	2,826		6,175	2,669		6,301	2,747
L&I		18,138	10,769		17,035	10,005		17,383	10,209
Health Insurance 75/25		31,629	3,954		32,275	4,034		35,875	4,434
Dental Insurance - 75/25		4,095	512		4,179	522		3,993	494
Sub-Total:	\$ 81,855	\$ 28,871	\$ 110,726	\$ 83,284	\$ 27,438	\$ 110,722	\$ 87,653	\$ 28,339	\$ 116,043
Salary and Benefits Sub-total:	\$ 371,933	\$ 170,182	\$ 542,115	\$ 392,037	\$ 160,878	\$ 552,916	\$ 402,709	\$ 165,716	\$ 568,424
Answering Service		8,512			8,686			8,686	
Legal		700			714			714	
Veterinary - court cases/cruelty		6,000			6,122			6,122	
Equipment (traps/catch poles, etc.)		1,750			1,786			1,822	
Training		6,000			6,122			6,247	
Radio/Phone/Cell Phones		7,200			7,347			7,487	
Uniforms		3,000			3,061			3,123	
Operating Supplies									
Euthanasia/Needles/Syringes		750			765			765	
Cleaners		4,500			4,592			4,592	
Kitty Litter		2,500			2,351			2,351	
Business Licenses		500			510			510	
Leashes/Collars		500			510			510	
Office Supplies		2,600			408			408	
Animal Food		4,000			4,082			4,082	
Chp. Equipment/repair		300			306			306	
Gloves/animal handling		500			510			510	
Clippers/Blades		50			51			51	
Vaccinations (disease control)		500			510			510	
Bldg Maintenance/Repair		3,000			3,061			3,061	
Garbage Service		2,040			2,082			2,082	
Cremation		10,200			10,408			10,408	
Liability Insurance		500			510			510	
Vehicle Insurance		10,000			10,204			10,000	
Vehicle maint/repair		5,000			5,102			5,206	
Gas/oil		13,000			13,265			11,500	
Operating Cost Sub-total:	\$ 66,912	\$ 36,140	\$ 103,052	\$ 68,278	\$ 36,878	\$ 105,155	\$ 69,448	\$ 36,973	\$ 106,421
Total Annual Compensation:	\$ 438,846	\$ 206,322	\$ 645,167	\$ 460,315	\$ 197,756	\$ 658,071	\$ 472,156	\$ 202,688	\$ 674,845
Monthly Allocation	\$ 36,570	\$ 17,193	\$ 53,764	\$ 38,360	\$ 16,480	\$ 54,839	\$ 39,346	\$ 16,891	\$ 56,237

**AMENDMENT NO. 10
OPERATING JURISDICTION AGREEMENT
ANIMAL CONTROL AUTHORITY**

This Amendment to the January 1, 2007 Operating Jurisdiction Agreement for the Animal Control Authority is entered into and effective on the 1st day of January, 2017, between the Animal Control Authority, comprised of the Cities of Kennewick, Pasco and Richland, all municipal corporations of the State of Washington (collectively, the “ACA”), and the City of Pasco, a municipal corporation of the State of Washington (“Pasco”).

WHEREAS, pursuant to the current Operating Jurisdiction Agreement, compensation for performing the services of the Operating Jurisdiction, excluding legal services, shall be paid to Pasco on an annual basis as outlined in Exhibit “A” of the Agreement; and

WHEREAS, compensation for each year after the initial year shall be determined by the parties prior to November 1st of each year.

NOW, THEREFORE, in accordance with the provisions of the existing Operating Jurisdiction Agreement, the parties hereby agree that the Operating Jurisdiction Agreement is amended as follows:

1. Exhibit “A” regarding compensation the amount of \$19,848 shall remain the same and be paid to Pasco as compensation for performing the services of the Operating Jurisdiction, excluding legal services, for the 2017 calendar year. A Exhibit “A” reflecting the compensation for 2017 is attached to this Amendment.

2. All other provisions of said the Operating Jurisdiction Agreement shall remain unchanged and in full force and effect as currently written.

IN WITNESS WHEREOF, the parties have executed this amendment on the date identified above.

[Signature Page to Follow]

For: ANIMAL CONTROL AUTHORITY

For: CITY OF PASCO

CITY OF KENNEWICK

Marie Mosley, City Manager

Dave Zabell, City Manager

Attest:

Terri L. Wright, City Clerk

Approved as to form:



Lisa Beaton, Kennewick City Attorney

CITY OF PASCO

Matt Watkins, Mayor

Attest:

Debra L. Clark, MMC
City Clerk

Approved as to Form:

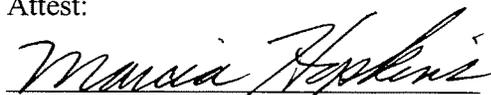
Leland B. Kerr, Pasco City Attorney

CITY OF RICHLAND



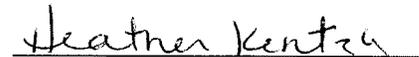
Cynthia D. Reents, ICMA-CM
City Manager

Attest:



Marcia Hopkins, City Clerk

Approved as to Form:



Heather Kintzley, Richland City Attorney

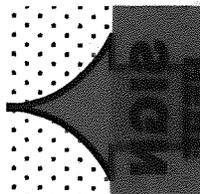


EXHIBIT "A"

**OPERATING JURISDICTION COMPENSATION
(2017)**

	Compensation Hrs/Yr	(Rate)	Cost
Administrative Oversight	96	(\$65.21)	\$ 6,260
Contract Administration, Record Keeping	220	(\$44.27)	\$ 9,740
Accounting/Billing			<u>\$ 3,848</u>
TOTAL ANNUAL COMPENSATION			<u>\$19,848</u>

Council Agenda Coversheet



Agenda Item Number	3.t.	Council Date	12/06/2016
Agenda Item Type	Contract/Agreement/Lease		
Subject	Jail Agreement Extension		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	City Manager		

Consent Agenda	<input checked="" type="checkbox"/>
Ordinance/Reso	<input type="checkbox"/>
Public Mtg / Hrg	<input type="checkbox"/>
Other	<input type="checkbox"/>
Quasi-Judicial	<input type="checkbox"/>

Recommendation

Staff recommends that Council authorize the Mayor to sign the Short Term Agreement for the Use of Jail Facilities with Benton County.

Motion for Consideration

I move to authorize the Mayor to sign the Short Term Agreement for the Use of Jail Facilities with Benton County.

Summary

The current 5 year jail agreement expires on December 31, 2016. On November 9th, Benton County provided the City with a draft agreement. Subsequent to that time, the cities of Kennewick, Richland, West Richland and Prosser met with Benton County to address some questions that were raised based on the new draft agreement. During those discussions, it was requested that Benton County consider extending the current agreement to provide adequate time to meet and address the questions raised and negotiate a contract with Benton County for the use of jail facilities.

During a special meeting held on Thursday, December 1st, the Benton County Commissioners approved the attached Short Term Agreement for the Use of Jail Facilities. This agreement provides for the continuation of our jail agreement through March 31, 2017 to allow us time to negotiate a new agreement with Benton County. The agreement provides for a flat bed day rate of \$88.04 per inmate per day for the three month period.

Alternatives

None Recommended.

Fiscal Impact

The agreement outlines a bed day rate of \$88.04 per inmate per day. The biennial budget has costs included for jail services. The City will continue to monitor the jail costs throughout the biennium and will work to stay within our approved biennial budget amount as we negotiate a longer term agreement with Benton County.

Through

Dept Head Approval

City Mgr Approval

Marie Mosley
Dec 01, 17:17:07 GMT-0800 2016

Attachments:

Agreement

Recording Required?

Jerome Delvin
District 1
Shon Small
District 2
James Beaver
District 3

Board of County Commissioners
BENTON COUNTY

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator

December 1, 2016

Cindy Reents
City Manager
City of Richland

Marie Mosley
City Manager
City of Kennewick

Dave Stockdale
City Manager
City of Prosser

Brent Gerry
Mayor
City of West Richland

Re: *Short Term Jail Agreement*

Dear City Managers Reents, Mosley, Stockdale and Mayor Gerry:

On Tuesday, you or your representative requested in a meeting with Commissioner Delvin that your city and the county enter into a short term jail usage agreement to allow completion of a new long term agreement to replace the one expiring on December 31st.

Today, the Board of County Commissioners agreed to that request and executed the enclosed short term agreement for your city. Please execute and return the original to us by December 20th to allow the county to continue to receive your prisoners for the first 3 months of the year while a long term agreement is completed.

The Board agreed to this request given the unusual state of affairs regarding completion of a new, long term agreement. We realize that we did not get you our new proposal until November 9, 2016, that all of our staffs are still working on budget preparation, and we have an upcoming holiday season.

For the sake of expediency, we propose that for this brief period all paragraphs of the short term agreement be identical to your current jail agreement except for paragraphs 2, 4, 16, 19 and 20. Paragraphs 2 and 4 have been modified to remove the complex provisions that currently result in your city paying a pro rata share (based on usage) of the annual net operating costs of the jail in a two-step process. Given that this agreement is very temporary and only effective for 3 months, the existing paradigm of charging the city an estimate and then "truing up" at the end of the term does not make sense.

Instead, under this short term arrangement the city will simply pay a flat \$88.04 per inmate per prisoner day, plus any outside medical costs incurred for that inmate. That dollar figure is what the initial estimated daily cost would have been for 2017 if our current agreement did not expire. In addition, please be advised that all payments due under the proposed short term agreement will be in addition to any payment due under our current agreement with your city.

Paragraph 16 was modified to reflect the 3 months instead of five year duration of the agreement and to reflect that the county will not without cause terminate the agreement prior to its expiration.

Paragraph 19 was modified to reflect the short term duration of the agreement. And paragraph 20 was removed because the short term nature of the agreement eliminated the need for either party to terminate it without cause prior to its expiration.

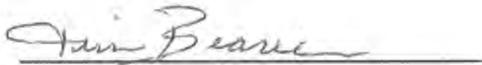
Again, please execute and return the original to us by December 20th to allow us to house your prisoners after December 31st. We look forward to promptly completing a long term arrangement for the mutual benefit of all of our constituents.

Sincerely,

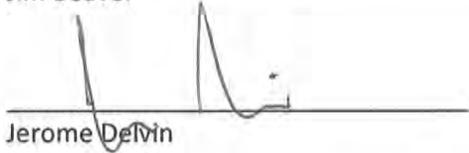
BOARD OF COUNTY COMMISSIONERS



Shon Small, Chairman



Jim Beaver



Jerome DeVin

Encl.

Cc: David Sparks, County Administrator
Loretta Smith-Kelty, Deputy County Administrator
Steven Keane, Sheriff

RESOLUTION 2016-936

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE SHORT TERM AGREEMENT FOR USE OF JAIL FACILITIES BETWEEN BENTON COUNTY AND CITY OF KENNEWICK

WHEREAS, the Board approved the attached Short Term Agreement for Use of Jail Facilities Between Benton County and City of Kennewick during a special board meeting on December 1, 2016; and

WHEREAS, said agreement will become effective on January 1, 2017 and terminate March 31, 2017; NOW, THEREFORE,

BE IT RESOLVED, the Board of Benton County Commissioners hereby concurs with the attached Short Term Agreement for Use of Jail Facilities Between Benton County and City of Kennewick and authorizes the Board to sign; and

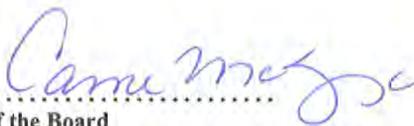
BE IT FURTHER RESOLVED the attached Short Term Agreement for Use of Jail Facilities Between Benton County and City of Kennewick is effective January 1, 2017 and terminates March 31, 2017.

Dated this 1 day of Dec, 2016


Chairman of the Board


Chairman Pro-Tem


Member

Attest: 
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

SHORT TERM AGREEMENT FOR USE OF JAIL FACILITIES

THIS AGREEMENT is made and entered into by and between BENTON COUNTY, a political subdivision of the State of Washington (hereinafter "County") and the City of KENNEWICK, WASHINGTON, a municipal corporation (hereinafter "City").

For and in consideration of the conditions, covenants and agreements contained herein the parties agree as follows:

1. PURPOSE. The City, desiring to utilize Benton County Jail (hereinafter "jail") facilities and services, for the incarceration of City prisoners, in accordance with the Interlocal Cooperation Act (Chapter 39.34 RCW) and the City and County Jails Act (Chapter 70.48 RCW), hereby enters into an agreement with the County for use of the County jail facility and services for confinement of City prisoners. It is the purpose of this agreement to provide for the joint use by the parties of the jail facilities and services at the jail located at the Benton County Justice Center.

2. DEFINITIONS. (a) "City Prisoner" shall mean a person who is booked into the jail pursuant to an arrest by a police officer for the commission of a misdemeanor or gross misdemeanor, which could be booked as a violation of a Kennewick city ordinance. For the term of this agreement, should the City choose to repeal any or all of its ordinance provisions which would give rise to potential City jail time, such action will have no bearing on the computation of City prisoner days as defined below.

(b) "City Prisoner Day" shall mean any portion of a consecutive 24-hour period that a City Prisoner is in the custody at the County jail and shall include when a City Prisoner is only booked and released, as calculated using the current Intergraph Jail Management System (ILEADS) methodology for counting jail days. After booking, the total elapsed time for each visit shall be calculated in minutes. At the time of release, the number of minutes will be divided by 1440 (the number of minutes in a day), and the resulting number will be rounded up. For example, if a city prisoner's stay is from 8:00 AM on January 1, 2007 to 1:00 PM on January 3, 2007, the total elapsed time would be 3,180 minutes. This is two days and five hours, and the number of City Prisoner Days would be three.

"City Prisoner Day" shall also include prisoners who participate in the work release program.

3. AVAILABILITY OF JAIL FACILITIES. The jail facilities and services shall be available for confinement of City Prisoners held upon arrest, awaiting trial, and serving sentences of jail terms on a space available basis; provided, confinement of City prisoners will be given priority over confinement of Prisoners for jurisdictions from outside of Benton County.

4. COMPENSATION FROM CITY. The City shall pay the County as compensation for its provision of jail facilities and services the amount of eighty eight dollars and four cents (\$88.04) per City Prisoner Day. The County will bill the City on the 15th of each month, for the number of City Prisoner Days in the preceding month. Payment shall be due by the 15th of the following month.

The above payments shall be in addition to any payment by the City to the County due under the parties' current Agreement for Use of Jail Facilities with respect to the City's usage of the jail in 2016.

5. PAYMENT. The County shall bill the City by submitting a monthly voucher to the City on or before the 15th day of each month following services. The City shall pay the County the compensation set forth in Section 4 hereof within thirty days from receipt of such voucher. Account balances overdue 30 days or more will be subject to a service charge of 1% per month (12% per annum). Should it become necessary, all collection costs will be paid by the City.

6. MEDICAL COSTS AND TREATMENT.

(a) The County shall have the right to refuse to accept a City Prisoner who, at the time of delivery to the jail for confinement, is in need of medical attention, until the City has made arrangements satisfactory to the County, for such medical attention.

(b) The County will provide medical services for all City Prisoners within the jail in accordance with the policies and procedures adopted by the County.

(c) In the event a prisoner requires medication, medical care or dental treatment that is not available in the health care program within the jail provided by the County, the City shall be responsible as follows:

(i) With respect to City Prisoners, the City shall reimburse the County for the cost of all medication, medical care or dental treatment to the extent such costs are not paid

by the prisoner, insurance, public assistance or other sources, and for the cost of transportation to and from any health care facility outside the jail.

- (ii) With respect to those prisoners who are not City Prisoners, as defined in Section 2, but who are confined on the basis of charges initiated by the City police officers, the City shall reimburse the County for the cost of all such medication, medical care, dental treatment and transportation to and from any health care facility outside of the jail that are incurred prior to the disposition of the charges by sentencing or otherwise, to the extent that the cost is not paid by the prisoner, insurance, public assistance or other sources.
- (d) The County agrees to use reasonable efforts to obtain reimbursement from the prisoner, insurance, public assistance or other sources, for such costs of medication, and medical care or dental treatment. The County shall, except in cases of emergency which prevent the County from obtaining City authorization, obtain advance authorization from the Chief of Police or designee whenever a City Prisoner requires such medication, medical care or dental treatment, the cost of which is the responsibility of the City pursuant to this Agreement. The City agrees to provide to the County, when requested, written verification of any authorization of or refusal to authorize care or treatment for a City Prisoner.
- (e) The County shall, subject to the City's authorization required by subsection (d) hereof, have the authority to make arrangements for medication, medical care or dental treatment not available in the health care program within the jail.
- (f) The County shall be responsible for all medical expenses resulting from accidental injuries incurred during the course of a City Prisoner's incarceration; provided, this subsection shall not relieve the City of its obligations to reimburse the County for medical expenses incurred in connection with any medical condition that does not arise due to an accidental injury to a City Prisoner occurring during incarceration.

7. TRANSPORTATION OF PRISONERS. The City shall be responsible for all transportation of City Prisoners to and from the Benton County Justice Center necessary for any reason, or the cost thereof if transportation is provided by the County at the applicable mileage reimbursement rate for private vehicle use set by the U.S. General Services Administration. The County reserves the right not to provide transportation of City Prisoners.

8. TRANSFER OF CUSTODY. City police officers or any law enforcement on behalf thereof delivering persons to the jail for confinement shall provide the receiving officer of the jail with an arrest warrant, citation, court order, other documentation or a completed detention request form satisfactory to the receiving officer which indicates the legal basis for confinement of the person and, in the absence of such documentation, the receiving officer may refuse to accept the person for confinement.

The County may also refuse to accept any City Prisoner for confinement if, in its sole discretion, it would be inappropriate to accept such person for security or safety reasons prompting the Sheriff or his designee to conclude that it would be inappropriate for a particular person to be held in custody in the jail, including but not limited to familial, social or employment relationships between the person and one or more members of correctional staff.

- (a) City police officers delivering persons to the jail for confinement shall remain in the immediate presence of such person, shall be responsible for such person and shall be considered to have such person in their sole custody until the jail receiving officer has accepted documentation for such person's confinement and physical custody of that person and has indicated that the delivering officer may leave. At such time, and only at such time, will the County have assumed custody of and responsibility for the person to be confined.
- (b) City Prisoners shall be subject to all applicable rules, regulations and standards governing the operation and security of the jail. All city officers delivering prisoners to the County jail shall comply with those rules, regulations and standards.

9. ACCESS TO PRISONERS. City police officers and investigators shall have the right to interview prisoners at any reasonable time within the jail. City police officers shall be afforded equal priority for use of jail interview rooms with other departments, including the Benton County Sheriff's Department.

10. POSTING OF BAIL. The County shall serve as agent for the City in receipt of bail bonds or monies posted for City Prisoners.

11. SPECIAL PROGRAMS.

- (a) Work Release. If it is desired that a City Prisoner participate in the jail work release program, City Prisoners shall be treated the same as county prisoners and shall be

entitled to participate in the work release program solely upon a space available basis and qualification pursuant to Benton County's Bureau of Corrections standards.

- (b) Home Monitoring, and Other Special Programs. Prisoners participating in a home monitoring program, or any other program agreed in writing by the parties to be subject to this paragraph 11(b), shall not be included in the calculation of "City Prisoner Days" under paragraph 2(a) of this Agreement. The cost of providing home monitoring or any other agreed special program subject to this paragraph 11(b) shall be determined by the actual usage of the special service by City Prisoners. The County shall use all best efforts to collect the cost of such special program from the City Prisoner, provided, in the event that a City Prisoner is determined by the Benton County Department of Corrections to be unable to pay the entire cost of such special program, the City shall be responsible for the actual cost of providing such special program not paid by the City Prisoner. The County shall provide a monthly statement to the City regarding the City's obligation for payment for such special programs under this subsection.

12. RELEASE OR LEAVE OF CITY PRISONERS. City Prisoners shall be permitted to leave the jail only:

- (a) upon the authorized, written request of the City police; or
- (b) by order of the Court having jurisdiction of a City Prisoner and the matter for which such prisoner is being confined; or
- (c) for appearance by the prisoner in the Court in which the prisoner has been charged; or
- (d) in compliance with a valid writ of habeas corpus, or
- (e) for necessary medical or dental treatment or care not available within the jail; or
- (f) when the prisoner has completed service of the sentence, the charge pending against the prisoner has been dismissed or bail or other satisfactory recognizance has been posted as required by the Court.

13. RECORDKEEPING. The County, based on consultation with the City's chief of police, agrees to maintain a system of record keeping to document the booking and confinement of each City Prisoner in such style and manner as is equivalent to the County's

records pertaining to its prisoners under the current ILEADS system. The County shall make copies of said records available upon request by the City. The City agrees to be bound by all applicable confidentiality laws regarding jail records.

14. INDEMNIFICATION.

- (a) The City shall indemnify and hold harmless the County and its officers, agents and employees from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever resulting from, arising out of or incident to any act or omission of the City, its officers, agents, or employees, in the performance of this Agreement or in arresting, detaining, charging, transporting, interrogating or otherwise dealing with persons either before or after presentation to and acceptance by the County for confinement in the jail. With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the City expressly waives its immunities under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of any employee of the City. This waiver is mutually negotiated by the parties.

In the event that any suit based upon such a claim, action, loss, cost, expense, or damage is brought against the County, the City shall defend the County at its sole cost and expense; provided, that the County retains the right to participate in any such suit if any principle of governmental or public law is involved. If final judgment is entered against the County, or its officers, agents, or employees, the City shall satisfy the same in full.

- (b) The County shall indemnify and hold harmless the City and its officers, agents and employees, from and against any and all damages of any nature whatsoever resulting from, arising out of or incident to any act or omission of the County, its officers, agents or employees, in the performance of this Agreement or in confining persons who have been presented by the City to and accepted by the County for confinement in the jail while said persons are in the jail or in the custody of the County outside the jail.

In the event any suit based upon such a claim, action, loss, cost, expense or damage is brought against the City, the County shall defend the City at its sole cost and expense;

provided that the City retains the right to participate in such suit if any principle of governmental or public law is involved. If final judgment be rendered against the City or its officers, agents, or employees the County shall satisfy the same in full.

15. NON-DISCRIMINATION POLICY. It is the policy of Benton County that no person shall be subjected to discrimination by the County or by its contractors because of race, color, national origin, sex, age, religion, creed, marital status, sexual orientation, disabled or Vietnam era veteran status, or the presence of any physical, mental, or sensory handicap.

16. AUTHORITY. This Agreement is executed in accordance with the authority of RCW 70.48.090 and Chapter 39.34 RCW, the Interlocal Cooperation Act. The following information is given pursuant to the provisions of RCW 39.34.030:

- (a) The duration of this Agreement shall be January 1, 2017, through March 31, 2017;
- (b) The Benton County Sheriff shall be responsible for the administration of this Agreement as provided by Section 17 hereof.
- (c) The purpose of this Agreement is to permit the joint use of the Benton County jail for confinement of prisoners of the parties to the Agreement thereby promoting maximum use and efficiency of the Benton County jail;
- (e) This Agreement shall be administered as provided in Section 17 hereof;
- (f) Unless otherwise specifically agreed by the parties in writing, all property, personal and real, utilized by the parties hereto in the execution of this agreement shall remain the property of that party initially owning it.
- (g) Nothing in this Agreement shall preclude the City from maintaining and utilizing its own holding facilities.

17. ADMINISTRATION. This Agreement shall be administered by the Benton County Sheriff or the Contracting Officer.

18. REMEDIES. No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the party to be bound thereby. Failure to insist upon full performance on any occasion shall not constitute consent

to or waiver of any continuation of nonperformance or any later nonperformance; nor does payment of a billing or continued performance after notice of a deficiency in performance constitute an acquiescence thereto.

19. DURATION. This agreement shall be effective January 1, 2017, through March 31, 2017.

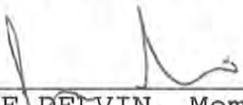
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Dated: 12-1-2016

BENTON COUNTY, WASHINGTON

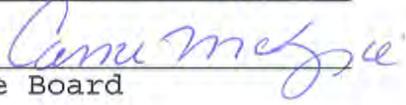

SHON SMALL, Chairman.

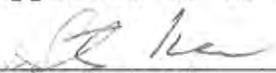

JAMES BEAVER, Member.

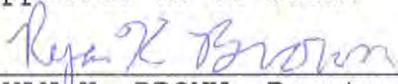

JEROME DELVIN, Member.

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

DATED: 12-1-2016

Attest: 
Clerk of the Board

Approved as to Content:

STEVEN KEANE
Benton County Sheriff

Approved as to Form:

RYAN K. BROWN, Deputy
Prosecuting Attorney

Dated: _____

CITY OF KENNEWICK, WASHINGTON

By: _____
Title: _____

Approved as to Form:

LISA BEATON
City Attorney

Council Agenda Coversheet



Agenda Item Number	5.a.	Council Date	12/06/2016
Agenda Item Type	Ordinance		
Subject	Funds KMC 3.40		
Ordinance/Reso #	5683	Contract #	
Project #		Permit #	
Department	Finance		

Consent Agenda	<input type="checkbox"/>
Ordinance/Reso	<input checked="" type="checkbox"/>
Public Mtg / Hrg	<input type="checkbox"/>
Other	<input type="checkbox"/>
Quasi-Judicial	<input type="checkbox"/>

Recommendation

That Council adopt Ordinance 5683.

Motion for Consideration

I move to adopt Ordinance 5683.

Summary

KMC 3.40 provides for the establishment and definition of the accounting funds utilized to provide accountability for the City's financial activity. The proposed modification outlined within this ordinance is primarily of a housekeeping nature and consists of the following change:

1) Elimination of the Medical Program Director (MPD) Assistant Operations Fund. Prior to 2005, the City was responsible for administrative oversight over a half-time Administrative Assistant position that provided support to the Medical Program Director for Benton and Franklin Counties through a series of interlocal agreements with agencies that participate in the MPD program. The City maintained a special revenue fund to account for the personnel and other costs associated with this position as well as the reimbursement of those costs received from the participating agencies. In early 2005, administrative oversight responsibility for this position was assumed by Benton County Fire District #1, which eliminated the need for the MPD Assistant Operations Fund.

Alternatives

None recommended.

Fiscal Impact

None.

Through

Dept Head Approval

City Mgr Approval

Dan Legard	
Nov 21, 09:40:53 GMT-0800 2016	
Marie Mosley	
Nov 30, 21:12:04 GMT+0800 2016	

Attachments:

Ordinance 5683 - redline

Recording
Required?

CITY OF KENNEWICK
ORDINANCE NO. 5683

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

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

Section 1. Section 3.40.190 of the Kennewick Municipal Code, be, and the same hereby is,
repealed.

~~**3.40.190: Medical Program Director Assistant Operations Fund:** The Medical Program
Director Assistant Operations Fund is established to account for the City's operating costs to
provide administrative support for the emergency services Medical Program Director ("MPD")
for Benton and Franklin Counties. The City's costs will be funded with the proceeds from annual
assessments paid by each participating jurisdiction and private contract agency, which shall be
determined based upon the number of certified EMS personnel in their organization. (Ord. 5241
Sec. 1, 2008; Ord. 3487 Sec. 1 (part), 1993)~~

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
6th day of December, 2016, and signed in authentication of its passage this 6th day of December,
2016.

Attest:

STEVE C. YOUNG, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5683 filed and recorded
in the office of the City Clerk of the City of
Kennewick, Washington this 7th day of
December, 2016.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION _____

Council Agenda Coversheet



Agenda Item Number	5.b.	Council Date	12/06/2016
Agenda Item Type	Ordinance		
Subject	Budget Adjustment 2015/2016		
Ordinance/Reso #	5685	Contract #	
Project #		Permit #	
Department	Finance		

Consent Agenda	<input type="checkbox"/>
Ordinance/Reso	<input checked="" type="checkbox"/>
Public Mtg / Hrg	<input type="checkbox"/>
Other	<input type="checkbox"/>
Quasi-Judicial	<input type="checkbox"/>

Recommendation

That Council adopt Ordinance 5685.

Motion for Consideration

I move to adopt Ordinance 5685.

Summary

The budget adjustment ordinance provides an opportunity to formally appropriate items previously approved by Council and to bring matters of special interest to Council's attention. This is the final adjustment to the City's 2015/2016 budget. Significant items included in the adjustment are:

- To appropriate for revised revenue projections including anticipated increases in regular/optional sales tax and criminal justice sales tax.
- To appropriate for the America's Best Community grant.
- To appropriate for additional Fire Department overtime costs, including incident management team (IMT) reimbursements.
- To appropriate for replenishment of Risk Management Fund reserves.
- To appropriate for the City's 2016 bond issue and completion of Bob Olson Parkway (including outside lanes).
- To appropriate for the Entiat to Canal Drive water main project and replacement of 2 failed influent pumps in the water and sewer fund.
- To appropriate for additional capital improvements at the Toyota Center & Arena.
- To appropriate for the SR397 stormwater line project & a stormwater rate study.
- To appropriate for the replacement of the City's fleet management software utilizing one-time savings in fuel costs.

Alternatives

None recommended.

Fiscal Impact

Total overall increase in appropriations of \$12,691,937, including \$7.3 million to appropriate for the City's 2016 limited tax general obligation bond issue, which is required to be accounted for in a separate fund under the bond covenants, and \$2.2 million to appropriate for the additional capital expenditures associated with the full completion of Bob Olson Parkway/Hildebrand based on the project bid award in July of this year.

Through	
Dept Head Approval	Dan Legard Nov 28, 07:48:55 GMT-0800 2016
City Mgr Approval	Marie Mosley Nov 30, 21:09:58 GMT+0800 2016

Attachments:

Ordinance 5685 Budget Summary 15-16 Fall 2016 Budget Adjustment Detail
--

Recording Required?

CITY OF KENNEWICK
SUMMARY OF 2015/2016 BIENNIAL BUDGET ADJUSTMENTS

	Original Biennial Budget	Ord. #5593 Adjustment (5/15)	Ord. #5608 Adjustment (11/15)	Ord. #5652 Adjustment (4/16)	Ord. #5685 Adjustment (12/06)	Amended Biennial Budget
GENERAL GOV'T OPERATIONS						
General Fund	\$ 94,842,599	\$ 73,685	\$ 537,684	\$ 394,735	\$ 892,925	\$ 96,741,628
Street Fund	4,027,993	-	27,516	27,336	-	4,082,845
Subtotal	98,870,592	73,685	565,200	422,071	892,925	100,824,473
CAPITAL PROJECTS						
Urban Arterial Street Fund	-	17,546,178	459,393	1,048,000	2,347,279	21,400,850
Capital Improvement Fund	24,560,824	9,465,830	(288,234)	626,954	8,472,733	42,838,107
ENTERPRISE & INTERNAL SERVICE						
Water & Sewer Fund	41,007,458	5,653,477	57,173	7,340,315	-	54,058,423
Medical Services Fund	11,982,200	45,125	-	-	-	12,027,325
Building Safety Fund	3,213,000	340,505	-	-	-	3,553,505
Coliseum Fund	7,997,700	(190,536)	180,000	-	100,000	8,087,164
Stormwater Utility Fund	3,034,221	2,129,547	25,000	-	155,000	5,343,768
Columbia Park Golf Course Fund	749,380	17,116	374,000	-	-	1,140,496
Equipment Rental Fund	9,343,332	371,758	640,000	185,234	34,500	10,574,824
Central Stores Fund	681,200	23,005	-	-	-	704,205
Risk Management Fund	3,297,130	25,838	-	-	100,000	3,422,968
DEBT SERVICE						
Debt Service Fund	6,106,180	6,713,500	-	-	-	12,819,680
LID Guaranty Fund	35,400	20	-	-	-	35,420
SPECIAL REVENUE						
Arterial Street Fund	1,600,000	8,596	-	(600,000)	-	1,008,596
BI-PIN Operations Fund	679,138	-	-	-	-	679,138
Community Development Fund	1,305,800	270,037	603,437	235,931	-	2,415,205
MPD Assistant Operations Fund	62,423	(1,625)	-	-	-	60,798
Asset Forfeiture Fund	150,700	10,038	18,145	-	-	178,883
Public Safety Fund	5,232,083	-	71,083	-	-	5,303,166
Cash Reserve Fund	2,675,500	40,000	-	-	80,000	2,795,500
Lodging Tax Fund	2,948,900	41,414	358,500	-	109,500	3,458,314
Criminal Justice Sales Tax Fund	3,785,000	-	-	-	400,000	4,185,000
FIDUCIARY TRUST FUNDS						
Fire Pension Fund	1,229,000	4,247	-	-	-	1,233,247
OPEB Trust Fund	3,646,000	(5,080)	-	-	-	3,640,920
Total	\$ 234,193,161	\$ 42,582,675	\$ 3,063,697	\$ 9,258,505	\$ 12,691,937	\$ 301,789,975

Ordinance #5593 (5/15) adjusted Beginning Fund Balances and appropriated for 2015/16 carryover.

Ordinance #5608 (11/15) is the mid-biennium budget adjustment.

Ordinance #5652 (4/16) budget adjustment.

Ordinance #5685 (12/6) final budget adjustment.

CITY OF KENNEWICK
Budget Adjustment Ordinance No. 5685

BARS Account	Account Title	Adopted Budget	Proposed Adjustment	Amended Budget	Explanation
GENERAL FUND REVENUES					
001.000.313.11.01.00	Local Retail Sales and Use Tax	\$ 15,819,800	\$ 750,000	\$ 16,569,800	Appropriate for increase in projected sales tax revenue.
001.070.333.16.54.30	ICAC Grant	-	1,575	1,575	Appropriate for reimbursement of training from ICAC Grant.
001.070.342.10.07.00	Crisis Intervention Training Services	-	11,000	11,000	Appropriate for training provided to regional law enforcement.
001.080.342.21.01.00	Fire Protection Services	357,400	71,000	428,400	Appropriate for IMT reimbursements for 2016 fire season.
001.000.367.06.00.00	Contributions - America's Best Comm	-	47,600	47,600	Appropriate funds received from America's Best Community.
001.000.369.90.01.00	Miscellaneous Revenue	85,900	1,000	86,900	Appropriate for mini-grant received from AWC.
001.070.369.90.01.00	Miscellaneous Revenue - Police	-	10,750	10,750	Appropriate for revenue provided from FBI for computer equipment.
Net Increase (Decrease) in Revenues			<u>\$ 892,925</u>		
GENERAL FUND EXPENDITURES					
CITY COUNCIL					
001.010.511.60.20.11	Medical Insurance	\$ 276,703	\$ 8,100	\$ 284,803	Appropriate for increased medical premiums for City Council.
001.010.511.60.31.01	Office Supplies	3,000	1,500	4,500	Reappropriate from travel and training based on expenditures.
001.010.511.60.43.02	Travel & Training	21,000	<u>(1,500)</u>	19,500	Reappropriate to supplies based on expenditures.
Total City Council			8,100		
FINANCE					
001.032.514.23.35.01	Small Tools/Equipment	200	3,500	3,700	Appropriate for Finance Surface Pro.
001.032.514.23.41.01	Audit Fees	123,123	10,500	133,623	Appropriate for increased auditing costs.
001.035.514.23.43.02	Travel & Training Expense	5,250	3,300	8,550	Appropriate for leadership training.
001.035.514.23.49.12	Credit Card Fees	176,000	<u>44,000</u>	220,000	Appropriate for increased credit card fees for 2015/2016 biennium.
Total Finance			61,300		
COMMUNITY PLANNING					
001.062.558.60.41.05	Contractual/Consulting Services	95,750	60,000	155,750	Appropriate for consulting services to assist with an industrial land analysis.
001.062.558.60.41.05	Contractual/Consulting Services	155,750	<u>8,000</u>	163,750	Appropriate to review historic land use files and store or purge as necessary.
Total Community Planning			68,000		

CITY OF KENNEWICK
Budget Adjustment Ordinance No. 5685

BARS Account	Account Title	Adopted Budget	Proposed Adjustment	Amended Budget	Explanation
POLICE					
<i>Operational Services</i>					
001.072.521.21.35.01	Small Tools and Minor Equipment	4,000	10,750	14,750	Appropriate for two new computers for FBI Officers.
<i>Field Services</i>					
001.073.521.71.43.02	Travel and Training	32,000	1,575	33,575	Appropriate for providing training on Missing Children assistance, provided through ICAC Grant.
<i>Community Services</i>					
001.076.521.41.31.02	Operating Supplies - Training	99,389	<u>11,000</u>	110,389	Appropriate for supplies for training reimbursed by Crisis Intervention Training Services.
	Total Police		23,325		
FIRE					
<i>Suppression</i>					
001.082.522.20.12.00	Overtime	686,000	214,000	900,000	Appropriate for anticipated overtime costs.
001.082.522.24.12.00	Overtime	318,100	64,000	382,100	Appropriate for IMT reimbursement for 2016 fire season.
001.082.522.24.20.01	Social Security	4,400	800	5,200	" "
001.082.522.24.20.02	Industrial Insurance	4,200	900	5,100	" "
001.082.522.24.20.03	Retirement	16,300	2,800	19,100	" "
001.082.522.24.20.06	Medical Retirement Account	1,500	300	1,800	" "
001.082.522.24.43.02	Travel & Training	12,900	<u>2,200</u>	15,100	" "
	Total Fire		285,000		
ENGINEERING					
001.090.548.32.41.05	Contract Bridge Inspections	19,075	<u>24,646</u>	43,721	Appropriate for increased bridge inspection program.
	Total Engineering		24,646		
EMPLOYEE & COMMUNITY RELATIONS					
<i>Human Resources</i>					
001.101.518.10.31.13	Wellness Program	9,000	1,000	10,000	Appropriate for increased funding provided by AWC through mini-grant.
001.101.518.10.41.11	Special Studies & Arbitration	12,000	11,500	23,500	Appropriate for contracted services associated with labor relations.
<i>Economic Development</i>					
001.063.558.70.41.08	Advertising Expense	34,000	47,600	81,600	Appropriate funds received from America's Best Communities Program.

CITY OF KENNEWICK
Budget Adjustment Ordinance No. 5685

BARS Account	Account Title	Adopted Budget	Proposed Adjustment	Amended Budget	Explanation
<i>Recreation Services</i>					
001.113.571.21.13.00	Part-Time Wages	590,836	(11,000)	579,836	Reappropriate to provide for additional part-time wages in Senior Center.
001.113.571.21.13.00	Part-Time Wages	579,836	(35,115)	544,721	Reappropriate to provide for additional contractual service costs.
001.113.571.21.31.02	Operating Supplies	157,837	(30,000)	127,837	Reappropriate to provide for tables and chairs for Senior Center.
001.113.571.21.41.05	Contractual Services	62,000	35,115	97,115	Appropriate for additional contractual service needs.
<i>Senior Services</i>					
001.113.571.25.13.00	Part-Time Wages	37,200	11,000	48,200	Appropriate for additional part-time wage costs.
001.113.571.25.35.01	Small Tools & Equipment	3,000	30,000	33,000	Appropriate for tables and chairs.
	Total Employee & Community Relations		60,100		
NON-DEPARTMENTAL					
001.120.518.91.41.11	Contractual/Consulting	19,720	19,500	39,220	Appropriate for 2016 wayfinding study.
001.120.518.91.41.11	Contractual/Consulting	39,220	5,000	44,220	Appropriate for Columbia River land conveyance.
001.120.572.50.48.11	Maintenance Agreement	10,000	15,000	25,000	Appropriate for increased costs.
001.120.572.50.48.12	Other Repair/Maintenance Charges	11,000	4,000	15,000	"
001.120.597.10.00.06	Transfer to Risk Management	1,100,000	100,000	1,200,000	Increase transfer to increase reserve balance to appropriate level.
001.120.597.10.00.15	Transfer to Capital Improvement Fund	2,500,000	66,257	2,566,257	Transfer to provide for physical security project.
001.120.597.10.00.31	Transfer to Cash Reserve Fund	-	80,000	80,000	Transfer to cash reserve based on projected annual change in CPI.
001.120.597.10.00.44	Transfer to Stormwater Fund	-	155,000	155,000	Appropriate for potential transfer for SR397 and rate study.
001.120.597.10.00.48	Transfer to Columbia Park Golf Links	85,000	15,000	100,000	Transfer to provide for increased operating contribution.
001.120.597.20.57.01	Allowance for Under-Expenditure	(1,647,850)	(110,800)	(1,758,650)	Transfer to provide for various programs approved by the City Manager.
001.000.508.90.00.00	Ending Fund Balance	2,495,120	13,497	2,508,617	Net impact on ending fund balance.
	Net Increase (Decrease) in Appropriations		<u>\$ 892,925</u>		

CITY OF KENNEWICK
Budget Adjustment Ordinance No. 5685

BARS Account	Account Title	Adopted Budget	Proposed Adjustment	Amended Budget	Explanation
URBAN ARTERIAL STREET FUND					
103.000.397.10.15.00	Transfer from Capital Improvement Fund	\$ 7,458,503	\$ 2,161,825	\$ 9,620,328	Appropriate for outside lanes for Bob Olson project.
103.000.397.10.15.00	Transfer from Capital Improvement Fund	9,620,328	74,106	9,694,434	Appropriate for increased costs for Steptoe Phase III project.
103.000.397.10.15.00	Transfer from Capital Improvement Fund	9,694,434	100,000	9,794,434	Appropriate for match portion of Southridge UGA expansion project.
103.000.397.10.15.00	Transfer from Capital Improvement Fund	9,794,434	<u>11,348</u>	9,805,782	Appropriate for increased Citywide Signal Safety project.
Net Increase (Decrease) in Revenues			<u>\$ 2,347,279</u>		
<i>Preliminary Engineering</i>					
103.010.595.11.63.15	Hildebrand - City Limits to Sherman	\$ 152,998	\$ 135,683	\$ 288,681	Appropriate for outside lanes for Bob Olson project.
<i>Construction Engineering</i>					
103.010.595.12.63.15	Hildebrand - City Limits to Sherman	158,961	(15,984)	142,977	Reappropriate to provide funding for outside lanes for Bob Olson project.
103.010.595.12.63.16	Bob Olson Parkway Phase I	-	467,947	467,947	Appropriate for outside lanes for Bob Olson project.
103.010.595.12.63.07	Citywide Signal Safety	48,000	50,000	98,000	Appropriate to provide additional funding for construction engineering.
103.010.595.12.63.47	Steptoe Phase III	292,075	(94,020)	198,055	Reappropriate to provide for right-of-way for Steptoe Phase III.
<i>Right-of Way</i>					
103.010.595.20.63.04	Edison Widening - Clearwater to Canal	272,579	(74,000)	198,579	Reappropriate to provide additional funding for roadway.
103.010.595.20.63.15	Hildebrand - City Limits to Sherman	693,000	(685,850)	7,150	Reappropriate to provide funding for outside lanes for Bob Olson project.
103.010.595.20.63.47	Steptoe Phase III	-	727,381	727,381	Appropriate for increased costs of Steptoe Phase III.
<i>Roadway</i>					
103.010.595.30.63.04	Edison Widening - Clearwater to Canal	2,342,000	74,000	2,416,000	Appropriate to provide additional funding for roadway.
103.010.595.30.63.14	Southridge UGA Expansion	900,000	100,000	1,000,000	Appropriate for additional costs associated with project.
103.010.595.30.63.15	Hildebrand - City Limits to Sherman	5,321,614	(3,857,239)	1,464,375	Reappropriate to provide funding for outside lanes for Bob Olson project.
103.010.595.30.63.16	Bob Olson Parkway Phase I	-	1,547,000	1,547,000	Appropriate for outside lanes for Bob Olson project.
103.010.595.30.63.17	Bob Olson Parkway Phase II	-	4,570,268	4,570,268	Appropriate for outside lanes for Bob Olson project.
103.010.595.30.63.47	Steptoe Phase III	3,050,240	(559,255)	2,490,985	Reappropriate to provide for right-of-way for Steptoe Phase III.
<i>Traffic Control Devices</i>					
103.010.595.64.63.07	Citywide Signal Safety	185,368	<u>(38,652)</u>	146,716	Redistribute estimated budget for project.
Net Increase (Decrease) in Appropriations			<u>\$ 2,347,279</u>		
ASSET FORFEITURE FUND					
111.010.597.10.00.14	Transfer to Equipment Rental	\$ 51,000	\$ 14,000	\$ 65,000	Appropriate for van, vehicle upfit, and increased purchase costs of PD vehicles.
111.000.508.30.00.00	Ending Fund Balance	40,134	<u>(14,000)</u>	26,134	Net impact on fund balance.
Net Increase (Decrease) in Appropriations			<u>\$ -</u>		

CITY OF KENNEWICK
Budget Adjustment Ordinance No. 5685

BARS Account	Account Title	Adopted Budget	Proposed Adjustment	Amended Budget	Explanation
CASH RESERVE FUND					
115.000.397.10.01.00	Transfer from General Fund	\$ -	\$ 80,000	\$ 80,000	Appropriate for transfer to provide for increased cash reserve.
	Net Increase (Decrease) in Revenues		<u>\$ 80,000</u>		
115.000.508.40.00.00	Ending Fund Balance	\$ -	\$ 80,000	\$ 80,000	Increase cash reserve based on projected annual change in the CPI.
	Net Increase (Decrease) in Appropriations		<u>\$ 80,000</u>		
LODGING TAX FUND					
116.000.313.31.00.00	Hotel/Motel Sales and Use Tax	\$ 2,025,500	\$ 64,500	\$ 2,090,000	Appropriate for increased Lodging Tax and TPA revenue.
116.000.345.60.00.00	Tourism Promotion Area Revenue	1,197,000	45,000	1,242,000	" "
	Net Increase (Decrease) in Revenues		<u>\$ 109,500</u>		
116.010.557.30.41.13	T/C Visitor & Convention Bureau	\$ 426,500	\$ 3,500	\$ 430,000	Appropriate for increased Lodging Tax and TPA revenue.
116.010.557.30.41.15	TPA	1,197,000	45,000	1,242,000	" "
116.000.508.30.00.00	Ending Fund Balance	112,114	61,000	173,114	Net impact on ending fund balance.
	Net Increase (Decrease) in Appropriations		<u>\$ 109,500</u>		
CRIMINAL JUSTICE SALES TAX FUND					
117.000.313.15.00.00	Local Sales Tax - Criminal Justice	\$ 3,785,000	\$ 400,000	\$ 4,185,000	Appropriate for updated projections of public safety sales tax.
	Net Increase (Decrease) in Revenues		<u>\$ 400,000</u>		
117.010.597.10.00.14	Transfer to Equipment Rental	\$ 295,000	\$ 8,000	\$ 303,000	Appropriate for increased cost of PD vehicles.
117.010.597.10.00.15	Transfer to Capital Improvement Fund	-	298,948	298,948	Transfer to provide for physical security project.
117.000.508.30.00.00	Ending Fund Balance	359,108	93,052	452,160	Net impact on ending fund balance.
	Net Increase (Decrease) in Appropriations		<u>\$ 400,000</u>		

CITY OF KENNEWICK
Budget Adjustment Ordinance No. 5685

BARS Account	Account Title	Adopted Budget	Proposed Adjustment	Amended Budget	Explanation
CAPITAL IMPROVEMENT FUND					
300.000.313.11.02.00	Optional Sales Tax	\$ 8,866,800	\$ 750,000	\$ 9,616,800	Appropriate for updated projections of optional sales tax.
300.070.391.10.00.00	2016 GO Bond Proceeds	-	6,505,000	6,505,000	Appropriate for 2016 bond issue.
300.070.391.11.00.00	2016 GO Bond Premium	-	781,778	781,778	Appropriate for 2016 bond issue.
300.000.367.90.01.00	Developer Contributions	-	65,220	65,220	Moved SEPA deposits to provide for US395 match.
300.000.397.10.01.00	Transfer from General Fund	2,500,000	66,257	2,566,257	Appropriate for transfer to provide for Physical Security Project.
300.000.397.10.11.00	Transfer from Water/Sewer	220,758	4,300	225,058	" "
300.000.397.10.49.00	Transfer from Stormwater Fund	49,644	1,230	50,874	" "
300.000.397.10.49.00	Transfer from CJST	-	298,948	298,948	" "
Net Increase (Decrease) in Revenues			<u>\$ 8,472,733</u>		
<i>Street</i>					
300.010.595.30.63.22	Miscellaneous Street Projects	\$ 193,050	\$ 65,220	\$ 258,270	Appropriate funds received to provide match on US395 project.
300.010.595.30.63.22	Miscellaneous Street Projects	258,250	(11,348)	246,902	Reappropriate for increased Citywide Signal Safety project.
300.010.595.64.63.05	Misc Traffic Signals or Roundabouts	411,834	10,000	421,834	Reclassify unused funds to misc traffic signals.
300.010.595.64.63.06	Flashing School Beacon	55,000	(10,000)	45,000	Reclassify unused funds to misc traffic signals.
300.010.597.10.00.21	Transfer to Urban Arterial Street	7,458,503	74,106	7,532,609	Appropriate for increased costs for Steptoe Phase III project.
300.010.597.10.00.21	Transfer to Urban Arterial Street	7,532,609	11,348	7,543,957	Appropriate for increased Citywide Signal Safety project costs.
300.010.597.10.00.21	Transfer to Urban Arterial Street	7,543,957	100,000	7,643,957	Appropriate for increased Southridge UGA Expansion costs.
300.010.597.10.00.21	Transfer to Urban Arterial Street	7,643,957	(5,038,175)	2,605,782	Reappropriate transfer to 2016 GO Bond Issue for Bob Olson Parkway.
300.010.597.10.00.34	Transfer to Coliseum Fund	400,000	100,000	500,000	Increase transfer for Toyota Center for facility improvements.
<i>Park Reserve</i>					
300.040.594.76.63.02	3E - Civic Area	9,000	1,622	10,622	Appropriate for park upgrades.
300.040.594.76.63.04	5E - Horse Heavens Park	-	7,807	7,807	"
300.040.594.76.63.09	1W - Sunset	112,634	132,786	245,420	"
300.040.594.76.63.11	2E - Vancouver Park	3,000	15,919	18,919	"
300.040.594.76.63.15	6W - Southridge	30,000	49,944	79,944	"
300.040.594.76.63.17	5W - Grange	10,000	1,128	11,128	"
<i>GO Bond 2016</i>					
300.070.597.10.00.21	Transfer to Urban Arterial Fund	-	7,200,000	7,200,000	Appropriate for Bob Olson project, including outside lanes.
300.070.592.95.83.01	Debt Service Costs	-	83,888	83,888	Appropriate for debt issuance and underwriters discount costs.
<i>Capital Purchases</i>					
300.900.594.18.64.09	Hardware	158,365	370,735	529,100	Appropriate for new physical security project for the Police Station, City Hall and the Frost Facility.
300.000.508.50.00.00	Ending Fund Balance	1,307,096	5,307,753	6,614,849	Net impact on ending fund balance.
Net Increase (Decrease) in Appropriations			<u>\$ 8,472,733</u>		

CITY OF KENNEWICK
Budget Adjustment Ordinance No. 5685

BARS Account	Account Title	Adopted Budget	Proposed Adjustment	Amended Budget	Explanation
WATER/SEWER FUND					
401.010.594.34.65.12	Entiat to Canal Water Main	\$ -	\$ 115,000	\$ 115,000	Appropriate for Entiat to Canal Water Main.
401.010.594.34.65.75	Waterline Renewals and Replacements	407,551	(115,000)	292,551	Reappropriate for Entiat to Canal Water Main.
401.010.594.35.65.07	24" Sanitary Sewer UPRR	-	40,000	40,000	Appropriate for 24" sanitary sewer UPRR project.
401.010.594.35.65.27	Sewerline Renewals and Replacements	644,000	(40,000)	604,000	Reappropriate for 24" sanitary sewer UPRR project.
401.010.594.38.64.03	Field Machinery and Equipment	15,700	152,000	167,700	Appropriate to replace 2 failed influent 100 hp pumps.
401.010.597.10.00.15	Transfer to Capital Improvement Fund	220,758	4,300	225,058	Transfer to provide for physical security project.
401.000.508.80.00.00	Ending Fund Balance	3,169,274	<u>(156,300)</u>	3,012,974	Net impact on ending fund balance.
Net Increase (Decrease) in Appropriations			<u>\$ -</u>		
MEDICAL SERVICES FUND					
402.010.522.10.41.05	Contractual/Consulting	\$ 10,000	\$ 27,300	\$ 37,300	Appropriate for cost of service study for ambulance utility.
402.000.508.80.00.00	Ending Fund Balance	356,004	<u>(27,300)</u>	328,704	Net impact on ending fund balance.
Net Increase (Decrease) in Appropriations			<u>\$ -</u>		
COLISEUM FUND					
404.000.397.10.15.00	Transfer from Capital Improvement Fund	\$ 400,000	<u>\$ 100,000</u>	\$ 500,000	Provide for facility improvements.
Net Increase (Decrease) in Revenues			<u>\$ 100,000</u>		
404.010.594.75.63.01	Other Improvements	\$ 400,000	<u>\$ 100,000</u>	\$ 500,000	Appropriate for facility improvements.
Net Increase (Decrease) in Appropriations			<u>\$ 100,000</u>		
STORMWATER FUND					
405.000.397.10.01.00	Transfer from General Fund	\$ -	<u>\$ 155,000</u>	\$ 155,000	Appropriate for potential transfer for SR397 and rate study.
Net Increase (Decrease) in Revenues			<u>\$ 155,000</u>		
405.010.531.50.41.03	Contractual/Consulting Services	\$ -	\$ 35,000	\$ 35,000	Appropriate for stormwater rate study.
405.010.595.31.63.04	SR397 Storm line	-	120,000	120,000	Appropriate for new lining for SR397 stormwater line, financed with interfund loan.
405.010.597.10.00.15	Transfer to Capital Improvement Fund	49,644	1,230	50,874	Transfer to provide for physical security project.
405.000.508.80.00.00	Ending Fund Balance	27,321	<u>(1,230)</u>	26,091	Net impact on ending fund balance.
Net Increase (Decrease) in Appropriations			<u>\$ 155,000</u>		

CITY OF KENNEWICK
Budget Adjustment Ordinance No. 5685

BARS Account	Account Title	Adopted Budget	Proposed Adjustment	Amended Budget	Explanation
CP GOLF COURSE FUND					
406.000.347.30.00.00	Green Fees and Other Charges	\$ 470,000	\$ (15,000)	\$ 455,000	Adjust for golf course revenue less than projected.
406.000.397.10.01.00	Transfer from General Fund	85,000	<u>15,000</u>	100,000	Transfer to provide for increased operating contribution.
Net Increase (Decrease) in Revenues			<u>\$ -</u>		
EQUIPMENT RENTAL FUND					
501.000.331.16.00.00	USMS - JLEO Reimbursement	\$ -	\$ 5,000	\$ 5,000	Reimbursement for vehicle upfit.
501.000.395.10.00.00	Proceeds from Sale of Capital Assets	85,000	7,500	92,500	Value of defibrillator trade-in.
501.000.397.10.20.00	Transfer from Asset Forfeiture Fund	51,000	14,000	65,000	Transfer for van, vehicle upfit, and increased purchase costs of PD vehicles.
501.000.397.10.49.00	Transfer from CJST Fund	295,000	<u>8,000</u>	303,000	Transfer for increased PD vehicle purchase costs.
Net Increase (Decrease) in Revenues			<u>\$ 34,500</u>		
501.010.548.68.32.01	Gasoline	\$ 1,126,910	\$ (13,200)	\$ 1,113,710	Reappropriate for diagnostic scanner.
501.010.548.68.32.01	Gasoline	1,113,710	(113,000)	1,000,710	Reappropriate for fleet software purchase.
501.010.548.68.35.02	Minor Equipment & Modifications	6,000	15,000	21,000	Increase appropriation for modifications/transfers of equipment on vehicles.
501.010.594.18.64.04	Shop Machinery & Equipment	82,000	13,200	95,200	Appropriate for diagnostic scanner
501.010.594.18.64.08	Transportation Equipment	2,783,450	15,000	2,798,450	Appropriate for cost to upfit truck from US Marshals.
501.010.594.18.64.08	Transportation Equipment	2,798,450	8,000	2,806,450	Increase appropriation for PD vehicle purchase costs.
501.010.594.18.64.08	Transportation Equipment	2,806,450	20,000	2,826,450	Appropriate for van purchase.
501.010.594.18.64.08	Transportation Equipment	2,826,450	19,025	2,845,475	Appropriate for increased medic and defibrillator costs.
501.010.594.18.64.10	Software	-	113,000	113,000	Appropriate for fleet software purchase.
501.000.508.80.00.00	Ending Fund Balance	4,470,746	<u>(42,525)</u>	4,428,221	Net impact on ending fund balance.
Net Increase (Decrease) in Appropriations			<u>\$ 34,500</u>		
RISK MANAGEMENT FUND					
503.000.397.10.01.01	Transfer from General Fund	\$ 1,100,000	\$ 100,000	\$ 1,200,000	Increase transfer to increase reserve balance to appropriate level.
Net Increase (Decrease) in Revenues			<u>\$ 100,000</u>		
503.010.518.60.46.11	Self Insured Retention Payments	\$ 130,000	\$ 100,000	\$ 230,000	Appropriate for an increases to self insurance claim recoveries.
Net Increase (Decrease) in Appropriations			<u>\$ 100,000</u>		

CITY OF KENNEWICK
Budget Adjustment Ordinance No. 5685

BARS Account	Account Title	Adopted Budget	Proposed Adjustment	Amended Budget	Explanation
FIREMEN'S PENSION FUND					
611.010.517.21.29.03	Retirement	\$ 283,000	\$ 15,000	\$ 298,000	Appropriate for actuarial study.
611.010.517.21.41.12	Actuarial Study	-	8,500	8,500	Appropriate for anticipated increase in retirement payments.
611.000.508.10.00.00	Ending Fund Balance	945,947	<u>(23,500)</u>	922,447	Net impact on ending fund balance.
Net Increase (Decrease) in Appropriations			<u>\$ -</u>		

CITY OF KENNEWICK
ORDINANCE NO. 5685

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

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

Section 1. That certain expenditures as set out below must be made during 2016 that were not foreseeable at the time of preparing the 2015/2016 biennial budget and an emergency exists whereby it is necessary to make emergency appropriations as set forth below and to adjust certain fund income not forecast for 2015/2016, and to make expenditures and changes as designated below, and the following funds shall be changed as follows:

General Fund	\$ 892,925
Urban Arterial Street Fund	2,347,279
Capital Improvement Fund	8,472,733
Coliseum Fund	100,000
Stormwater Fund	155,000
Equipment Rental Fund	34,500
Risk Management Fund	100,000
Cash Reserve Fund	80,000
Lodging Tax Fund	109,500
Criminal Justice Sales Tax Fund	<u>400,000</u>
Total Increase in Appropriations	<u>\$ 12,691,937</u>

Section 2. That an emergency be, and the same hereby is, declared to exist requiring the increases and/or decreases in appropriations and anticipated revenues in the above funds, for said uses and purposes and proper City officials be, and hereby are, authorized and directed to issue warrants or transfer of said funds in accordance with this ordinance.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 6th day of December, 2016, and signed in authentication of its passage this 6th day of December, 2016.

STEVE C. YOUNG, Mayor

Attest:

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5685 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington this 7th day of December, 2016.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION _____

Council Agenda Coversheet



Agenda Item Number	5.c.	Council Date	12/06/2016
Agenda Item Type	Ordinance		
Subject	KMC 17.13 Short Plat Code Amendment		
Ordinance/Reso #	5686	Contract #	
Project #	ZOA 16-05	Permit #	AMD-2016-02371
Department	Planning		

Consent Agenda	<input type="checkbox"/>
Ordinance/Reso	<input checked="" type="checkbox"/>
Public Mtg / Hrg	<input type="checkbox"/>
Other	<input type="checkbox"/>
Quasi-Judicial	<input type="checkbox"/>

Recommendation

The Planning Commission recommends the City Council concur with the findings and conclusions contained in the staff report and approve zoning code amendment ZOA 16-05 by adopting Ordinance 5686.

Motion for Consideration

I move to adopt Ordinance 5686.

Summary

In response to our Development Community's request to provide them with a formal approval prior to their investment in infrastructure requirements, it is proposed to revise the short plat code into a two step process - a Preliminary Short Plat and a Final Short Plat.

Also included in the amendment:

Allowing offers or agreement to sell contingent upon recording - which is currently not allowed in the short plat code and will provide consistency with the Platting code;

Proposed general wording and format updates to facilitate electronic advancements without future code revisions;

We propose to add a section for improvements through guarantees to codify current practices;

Proposed SEPA reference changes are to maintain consistency with State Law.

The Planning Commission conducted a public hearing on the proposed code amendment on November 7, 2016. No public testimony was given at the hearing and staff did not receive any written comments either.

Staff presented the proposed amendment to Council at the November 22nd Council Workshop. A question regarding whether the amendment would not cause additional reviews for the applicant. Staff response was no, it should not increase review times, but given the appeal period would run at the beginning of the process rather than at the end; time frames would likely be reduced. The only change would be the applicant would be required to fill out a one-page application for the final short plat.

Alternatives

None recommended.

Fiscal Impact

None.

Through	Michelle Dellinger Nov 29, 06:34:26 GMT-0800 2016
Dept Head Approval	Gregory McCormick Nov 29, 08:53:12 GMT-0800 2016
City Mgr Approval	Marie Mosley Nov 30, 22:13:34 GMT+0800 2016

Attachments:

Staff Report PC minutes ORD 5686
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Recording Required?

CITY OF KENNEWICK
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

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

Section 1. Section 17.13.030 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

17.13.030: Plat Administrator: The Planning Director or his/her designee, shall act as the City's Plat Administrator. The Plat Administrator ("Administrator") will summarily approve, conditionally approve, or disapprove proposed final short plats. The Administrator may adopt reasonable rules to implement this Chapter. (Ord. 5686 Sec. 1, 2016; Ord. 5415 Sec. 27, 2012; Ord. 5280 Sec. 1, 2010)

Section 2. Section 17.13.040 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

17.13.040: Preliminary Short Plat Application: All preliminary short plat applicants must submit a short plat signed application signed by all property owners of the ~~for a~~ short subdivision and consisting of the following:

- (1) A ~~required number of copies and one reproducible~~ copy of a short plat map prepared in a format designated by the Plat Administrator and in accord with Section 17.13.050;
- (2) A title report dated not more than ~~3060~~ days prior to the application date showing the name of anyone with an interest in the land being subdivided;
- (3) A filing fee in accord with the adopted fee schedule; and
- ~~(4) A SEPA checklist consistent with the provisions of KMC 4.08.510(2); and~~
- (5) Those plats proposing individual on-site waste disposal systems as the means of sewage disposal must include a preliminary review from the Benton-Franklin Health District indicating the proposal generally complies with health district regulations or gives specific conditions necessary to bring a proposal into compliance with said regulations. (Ord. 5686 Sec. 2, 2016; Ord. 5415 Sec. 28, 2012; Ord. 5342 Sec. 2, 2011; Ord. 5280 Sec. 1, 2010)

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Section 3. Section 17.13.050 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

17.13.050: Plat Map: A plat map must be submitted in a format designated by the Plat Administrator on a sheet size capable of printing to ~~of~~ eighteen inches by twenty-four inches, to a scale not to exceed one inch equals one hundred feet, unless otherwise approved by the

Administrator. The plat map must be of the entire contiguous tract and must include the following:

- (1) The parent parcel tax ID number;
- (2) Street address ~~designated by the City shown in~~ brackets on in each parcel;
- (3) The boundaries of abutting property, current references to recorded plats of adjoining land by record name, date, number and parcel number;
- (4) A completed survey showing the boundaries of each lot, the total short subdivision, and a description of all monuments set;
- (5) The legal description of the boundary of the short subdivision;
- (6) The location of all existing structures to remain, existing septic tanks, drain fields and wells with dimensions to proposed property lines;
- (7) The location of roads, utilities, easements, or rights-of-way existing and proposed for the short plat;
- ~~(8) Notarized signatures of all parties having an interest in the land agreeing to the division of property and the dedication of any rights of way or easements;~~
- (8) All existing and planned intersection locations and widths to include public and private roadway intersections, driveways, and recorded access easements for roadways shall be shown for a distance of 300 feet from the plat edges along any adjacent roadways. The City Traffic Engineer may consider exceptions to this requirement;

(9) A vicinity map:

(10) Approval of certificates as shown below:

(a) Owner's Certificate and acknowledgement:

(i) Owner's Certificate in the following format:

I/We (owner's name) of (Company name, if owned by a company),
hereby certify that we are the owners of the tract of land described
hereon and that we have caused said land to be surveyed and the
lots created as shown and that the street right-of-way and the utility
easements are hereby dedicated to the use of the public.

Signature

Date

(ii) Acknowledgement in a format consistent with Section 17.13.140

(b) Land Surveyor's Certificate:

I, (surveyor's name), a registered land surveyor, hereby certify that the short plat as shown hereon is based on an actual field survey of the land described and that all corners and dimensions are correctly shown and that said short plat is staked on the ground as indicated hereon.

Signature

Date

(c) Treasurer's Certificate:

I hereby certify that the taxes on the land described hereon have been paid to and including the year ____.

Tax Parcel Number

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Benton County Treasurer

Date

(d) Irrigation District Certificate:

(i) ~~Certificate in format determined by the applicable districts. Non-Irrigable Lands (Dry) Certificate. This land is within the Kennewick Irrigation District boundaries, but is not assessed at this time and the irrigation easements are approved as shown.~~

Signature

Title

Date

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(ii) ~~Irrigable Lands Certificate. The irrigation assessments on the land described hereon are paid through the year _____. The irrigation right-of-way and easements as shown hereon are hereby approved and the completed irrigation water distribution system has been installed or provision made for its installation.~~

Signature

Title

Date

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(e) Public Utility District Certificate:

The utility easements are hereby approved by Benton Public Utility District No. 1.

Signature

Title

Date

(f) City of Kennewick Plat Administrator's Certificate:

The short plat is hereby approved by and for the City of Kennewick, Benton County, Washington.

City of Kennewick File Number

Signature

City of Kennewick Plat Administrator

Date

(g) Auditor's Certificate:

Filed for record this ___ day of (Month), (Year), at ___ minutes past ___
and recorded in volume ___ of surveys, page ___, at the request of ___.

Benton County Auditor

Fee number

~~(11) A vicinity map.~~

~~(12) Upon final approval, a plat map must be drawn in ink on good quality mylar, to all the requirements of this section and submitted for signature with the surveyor's certificate, owner's certificate with dedication, acknowledgement, and utility approvals completed. (Ord. 5686 Sec. 3, 2016: Ord. 5575 Sec. 1, 2014: Ord. 5470 Sec. 2, 2012: Ord. 5415 Sec. 29, 2012: Ord. 5280 Sec. 1, 2010)~~

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Section 4. Section 17.13.060 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

17.13.060: Administrative Review: Upon the receipt of a completed preliminary short plat application, ~~the Administrator will distribute~~ copies of the information will be distributed to any involved parties and agencies as necessary for review. The City Administrator, with the assistance of other reviewing agencies, will ~~determine whether~~ grant Preliminary Short Plat approval when the following findings are made:

- (1) The proposed lots conform to the Kennewick Municipal Code Comprehensive Plan and the zoning ordinance;
- (2) The proposed short subdivision meets the criteria of Section 17.10.080(1);
- (3) Applicable irrigation assessments ~~have will~~ been paid and adequate utility easements ~~will have been~~ provided; and
- (4) The public use and interest will be served by permitting the proposed division of property. (Ord. 5686 Sec. 4, 2016: Ord. 5415 Sec. 30, 2012: Ord. 5280 Sec. 1, 2010)

Section 5. Section 17.13.110 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

17.13.110: ~~No Sale or Transfer Agreement to Sell Upon Recording:~~ An offer or agreement to sell, lease, or otherwise transfer a lot, tract, or parcel of land following preliminary short plat approval which is expressly conditioned on the recording of the final plat is lawful. All payments on account of an offer or agreement conditioned as provided in this section must be deposited in an escrow or other regulated trust account and no disbursement to sellers is permitted until the final plat is recorded. No person may transfer, sell, lease, or offer for transfer, sale, or lease any land subject to the requirements of short plat approval until a short plat has been approved and filed. (Ord. 5686 Sec. 5, 2016: Ord. 5280 Sec. 1, 2010)

Section 6. Section 17.13.150 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

17.13.150: Notice of ~~Application Filing~~: Notice of ~~application filing~~ of a short plat adjacent to or within one mile of another municipal boundary, must be given to the appropriate municipal official. Notice of such ~~application filing~~ located adjacent to the right-of-way of any existing or proposed state or federal highway, must be given to the State Department of Transportation. Notice of the ~~application filing~~ may be given to any other agency deemed prudent by the City. (~~Ord. 5686 Sec. 6, 2016~~; Ord. 5280 Sec. 1, 2010)

Section 7. Section 17.13.090 of the Kennewick Municipal Code, be, and the same hereby is, repealed and recodified as Section 17.13.075 to read as follows:

17.13.075~~090~~: Procedure - Appeal: Any person aggrieved by the decision of the Administrator to ~~approve~~, conditionally approve, or disapprove a proposed ~~preliminary~~ short plat may appeal the decision to the Hearing Examiner within ten days following issuance of the decision. The Hearing Examiner will hold an open record appeal hearing and may affirm or reverse the Administrator's decision or may remand the application to the Administrator with instructions to approve the same upon compliance with conditions imposed by the Hearing Examiner. Any person aggrieved by a decision of the Hearing Examiner may appeal to the Superior Court of Benton County for such relief as he may be entitled within twenty-one (21) days of the decision. (~~Ord. 5686 Sec. 7, 2016~~; Ord. 5415 Sec. 32, 2012; Ord. 5322 Sec. 44, 2010; Ord. 5280 Sec. 1, 2010).

Section 8. There is hereby added a new Section 17.13.055 to the Kennewick Municipal Code, to read as follows:

17.13.055: Conditional Approval of Preliminary Short Plat: Preliminary Short Plats must be conditionally approved, or returned to the applicant for modification or correction, or denied within 30 days from the date of filing, unless the applicant consents to an extension. The 30-day period does not include the time spent making an environmental determination, and the preparation and circulation of any environmental impact statement required by RCW 43.21C. The reasons for denial must be given in writing. Written findings that are appropriate must be provided with each conditional approval or denial (RCW 58.17.060). A final short plat, meeting all the requirements of this Title, must be submitted to the City for approval within 180 days of the preliminary short plat conditional approval as provided under KMC 4.12.075. (Ord. 5686 Sec. 8, 2016)

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Section 9. There is hereby added a new Section 17.13.081 to the Kennewick Municipal Code, to read as follows:

17.13.081: Final Short Plat Requirements: All final short plats must provide the following:
(1) A required number of copies of a short plat map prepared in accord with Section 17.13.040 in a format designated by the Plat Administrator. (Ord. 5686 Sec. 9, 2016)

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Section 10. There is hereby added a new Section 17.13.082 to the Kennewick Municipal Code, to read as follows:

17.13.082: Final Short Plat Administrative Review: Copies of the information will be distributed to any involved parties and agencies as necessary for review. The City, with the assistance of other reviewing agencies, will determine whether:

- (1) The proposed final short plat meets the conditions of approval of the preliminary short plat.
- (2) The final plat map meets the requirements of KMC 17.13.050. and 17.13.095. (Ord. 5686 Sec. 10, 2016)

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Section 11. There is hereby added a new Section 17.13.085 to the Kennewick Municipal Code, to read as follows:

17.13.085: Final Plat Map: A final plat map must be submitted in a format designated by the Plat Administrator. The plat map must be of the entire contiguous tract and must include the following:

- (1) All items and certificates required and approved on the Preliminary Short Plat;
- (2) The location of existing roads, utilities, easements, or rights-of-way. (Ord. 5686 Sec. 11, 2016)

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Section 12. There is hereby added a new Section 17.13.092 to the Kennewick Municipal Code, to read as follows:

17.13.092: Approval of Final Short Plat:

- (1) Upon final approval, a short plat drawn on an eighteen (18) inches by twenty-four (24) inches sheet of material approved by the County Auditor, to all the requirements of this section and submitted for City of Kennewick Plat Administrator's signature with the surveyor's certificate, owner's certificate with dedication, acknowledgement, and utility signatures completed.
- (2) When the Plat Administrator finds that the subdivision proposed for a final short plat conforms to the approved preliminary short plat and meets the requirements of this code and other applicable state laws, it will suitably inscribe and execute its written approval on the face of the plat.
- (3) The original must be filed with the County Auditor.
- (4) Copies of the recorded plat must be furnished to the City in a format designated by the Plat Administrator. (Ord. 5686 Sec. 12, 2016)

Section 13. There is hereby added a new Section 17.13.095 to the Kennewick Municipal Code, to read as follows:

17.13.095: Construction of Improvements: Prior to final plat approval:

- (1) All public rights-of-way must be improved and utilities installed to the minimum requirements of this code and the preliminary plat. Improvements may be greater than the minimum requirements, subject to approval of the Public Works Director.
- (2) All required infrastructure improvements must be substantially completed as approved by the Public Works Director. Minor improvements consisting only of sidewalks and

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landscaping where applicable, or similar improvements, as determined solely by the Public Works Director may be secured by a plat bond.

(3) In lieu of completion of these minor improvements, prior to recording of the short plat, a plat bond issued by a licensed corporate surety or two individual sureties or other approved surety must be provided, to the full amount of the cost of such work, as estimated or approved by the Public Works Director, including construction inspection costs, but in no case less than \$2,000.00.

(4) All or a portion of security will be released upon acceptance of the improvements by the Public Works Director, or upon substitution of another guarantee or approved bond or security.

(5) If, after two years, all improvements are not so improved, the City will cause the improvements to be provided in accord with the approved plans, and the costs thereof must be paid by the bonding company, or out of the savings account assignment or other security.

(6) In lieu of the plat bond, a cash bond, a certified check, an irrevocable letter of credit, or other surety approved by the City Manager and City Attorney, equal to the cost of improvement multiplied by 125% may be posted. In addition, the City may require security up to two years against any defect in workmanship or materials in the installation of the improvements.

(7) Improvements must be designed and certified by a registered civil engineer prior to the acceptance.

(8) All city utility and street improvements must be approved by the Public Works Director prior to final inspection and occupancy of any structure within the plat. (Ord. 5686 Sec. 13, 2016)

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Section 14. There is hereby added a new Section 17.13.100 to the Kennewick Municipal Code, to read as follows:

17.13.100: Approval Before Filing: The County Auditor may not accept any plat for filing until approved by the City of Kennewick Plat Administrator. Should a plat be filed without approval, the City may compel the auditor and assessor to remove it from their files or records. (Ord. 5686 Sec. 14, 2016)

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Section 15. There is hereby added a new Section 17.13.105 to the Kennewick Municipal Code, to read as follows:

17.13.105: Unauthorized Sale or Transfer: Whenever any parcel of land is divided, and any person, firm or corporation, or their agent sells or transfers, or offers or advertises for sale or transfer, any such lot, tract, or parcel without having a plat of such subdivision filed for record, the City Attorney may commence an action to restrain and enjoin further subdivisions, sales, transfers, or offers and to compel compliance with this Title. The costs of such action will be taxed against the person, firm, corporation, or agent selling, transferring, or offering the property. (Ord. 5686 Sec. 15, 2016)

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Section 16. Section 17.13.080 of the Kennewick Municipal Code, be, and the same hereby is, repealed.

~~17.13.080; Approval and Filing: Upon receipt of the application, the Administrator will notify the applicant of approval, conditional approval, or denial of the application within 30 days from the date of filing unless the applicant consents to an extension. The reasons for denial must be given in writing. Written findings that are appropriate must be provided with each approval or denial (RCW 58.17.060). If the application is either approved or conditionally approved, the applicant must satisfy all conditions and submit the original of the map to the Administrator for final approval. The applicant must record the original with the Benton County Auditor before the lots may be sold. Upon recording, the applicant must return two (2) copies with one reproducible copy or electronic equivalent of the recorded short plat to the City. (Ord. 5415 Sec. 31, 2012; Ord. 5280 Sec. 1, 2010)~~

Field Code Changed

Section 17. Section 17.13.130 of the Kennewick Municipal Code, be, and the same hereby is, repealed.

~~17.13.130; Dedication of Land for Park Purposes: As a condition of the approval of any short plat which will be used for residential purposes, the City will require the dedication of park land in accord with Chapter 17.100, the adopted Comprehensive Plan and the adopted Comprehensive Park and Recreation Plan. In the event that the property proposed to be subdivided is insufficient in size to provide for adequate recreational facilities for the residents in the proposed short plat and the area has been determined to have inadequate park facilities, the short plat will, in most cases, be disapproved, unless other measures which will reasonably protect the public's need for recreational areas can be agreed upon between the subdivider and the City. (Ord. 5280 Sec. 1, 2010)~~

Field Code Changed

Section 18. 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 ____ day of _____, 2016, and signed in authentication of its passage this ____ day of _____, 2016.

Attest:

STEVE C. YOUNG, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5686 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington this ____ day of _____, 2016.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION _____

KENNEWICK PLANNING COMMISSION
November 7, 2016
MEETING MINUTES

CALL TO ORDER

Vice 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 Clark Stolle, Victor Morris, Robert Rettig, and Vice Chairman Ed Pacheco

Excused: Commissioner Fraser Hawley

Unexcused: Commissioner Anthony Moore

Commissioner Morris led the Pledge of Allegiance.

Staff Present: Greg McCormick, AICP Community Planning Director, Anthony Muai, AICP Planner, Steve Donovan, Planner, Michelle Dellinger, Assistant Planner, and Melinda Didier, Community Planning Administrative Assistant/Recorder.

CONSENT AGENDA

- a. Approval of Minutes dated July 18, 2016
- b. Approval of Amended Agenda
- c. Motion to enter Staff Reports into the Record

Commissioner Morris moved to accept the consent agenda. Commissioner Rettig seconded the motion. The motion carried unanimously.

NEW BUSINESS:

2016 Election of Officers:

Vice Chair Pacheco opened nominations for Chairman of the Planning Commission.

Commissioner Stolle moved to nominate Vice Chair Pacheco as Chairman of the Planning Commission, Commissioner Morris seconded; all were in favor. Ed Pacheco is 2016 Planning Commission Chairman.

Chairman Pacheco opened nominations for Vice Chairman of the Planning Commission.

Commissioner Rettig moved to nominate Commissioner Morris as Vice Chairman of the Planning Commission, Commissioner Stolle seconded; all were in favor. Commissioner Morris is 2016 Planning Commission Vice Chairman.

PUBLIC HEARINGS

Chairman Pacheco opened the public hearing at 6:34 p.m. for Zoning Ordinance Amendment (ZOA) #16-05, which proposes to amend a portion of the Kennewick Municipal Code (KMC), including KMC Section 17.13, to create a preliminary Short Plat and a final Short Plat.

Ms. Dellinger gave a brief overview of the staff report, and reviewed specific changes to KMC Section 17.13 Short Plats.

Questions for staff:

The Planning Commissioners had questions about the public meetings; if any changes came as result of meeting; and discussions at the developers' workshops.

Testimony of Applicant or Applicant's Representative

None

Testimony in favor:

None

Testimony neutral or against:

None

Staff final comments:

None

Public testimony for ZOA #16-05 closed at 6:46 p.m.

Chairman Pacheco asked for a motion.

Vice Chair Morris moved to concur with the findings and conclusions in staff report ZOA 16-05 and forward a recommendation to City Council of APPROVAL of the request. Commissioner Stolle seconded the motion.

Discussion:

None

The motion passed unanimously.

REPORTS, COMMENTS, OR DISCUSSION OF COMMISSIONERS AND STAFF:

- a. Comprehensive Plan 2017 Update Study Session

Commissioner Morris asked about the upcoming conference call with BERK Consultants to set up the public meetings for 2017 Comp Plan Update; Commissioner Rettig asked if there is a disadvantage waiting until the end to make recommendations; Mr. McCormick said there will be a final meeting at the end to tie it all together.

VISITORS NOT ON AGENDA:

None

OLD BUSINESS:

Commissioner Morris asked about the status of finding another Commissioner to fill the vacant position.

ADJOURNMENT:

The meeting was adjourned at 7:05 p.m.

**Community Planning
City of Kennewick****Michelle Dellinger
Assistant Planner**To: Planning Commission
Date: November 7, 2016

REQUEST: Zoning Ordinance Amendment to amend Kennewick Municipal Code (KMC) Section 17.13
APPLICANT: City of Kennewick, 210 W. 6th Ave., Kennewick, WA 99336 (509) 585-4416

Background

Staff has maintained a list of code revisions either as directed by City Council or areas of the code staff has identified during the course of administering the code that are either outdated, inconsistent or are incorrect.

In an effort to implement requests from our customers certain changes are proposed to the short plat process. To improve efficiencies while maintaining consistency with current practices in the permit processes and codes staff is also proposing application format changes; SEPA and wording clean up.

Staff has identified areas of the code to add, amend and delete:

- | | |
|---|--|
| 1. 17.13.030 Plat Administrator | Amended |
| 2. 17.13.040 Preliminary Short Plat Application | Amended |
| 3. 17.13.050 Plat Map | Amended |
| 4. 17.13.055 Conditional Approval of Preliminary Short Plat | New Subsection and number added |
| 5. 17.13.060 Administrative Review | Amended |
| 6. 17.13.065 Roads and Rights-of-Way | Subsection number change from 070 |
| 7. 17.13.070 Procedure Appeal | Subsection number change from 090 and amended wording |
| 8. 17.13.080 Final Short Plat Requirements | Subsection Title changed to new section for Final Plats |
| 9. 17.13.082 Final Short Plat Administrative Review | New Subsection and number added |
| 10. 17.13.085 Final Short Plat Map | New Subsection and number added |
| 11. 17.13.090 Approval of Final Short Plat | Subsection Title Changed to new section for Final Plats |
| 12. 17.13.095 Construction of Improvements | New Subsection and number added |

13. 17.13.100 Approval Before Filing	New Subsection and number added
14. 17.13.105 Unauthorized Sale or Transfer	New Subsection and number added
15. 17.13.110 Agreement to Sell Upon Recording	Subsection Title changed to new section
16. 17.13.130 Dedication of Land for Park Purposes	Deleted Section
17. 17.13.150 Notice of Filing	Amended

Discussion

1. Preliminary Short Plat and Final Short Plat – 2 Step Process

- a. Staff has received requests from our customers to provide a means of Short Plat approval prior to the applicant’s investment in infrastructure on the property. Our current process requires infrastructure placement prior to approval. Currently the appeal period also does not start until approval has been issued which adds an additional 10 day period prior to the City’s release to sign the short plat drawing.
- b. The two step process of Preliminary Short Plat and Final Short Plat will provide the applicant with a Preliminary Short Plat approval and would allow the appeal period to begin prior to placing infrastructure.

2. Update Code to easily accommodate format advances

- a. Staff is proposing several section updates to remove format constraints within the code. This will enable updating application requirements to keep in step with advancements without requiring future code amendments. Examples:
 - Paper copies in lieu of a mylar has currently been implemented by Benton County, therefore, references to “mylar” can be removed from code.
 - Progressive practices can be easily implemented using proposed code verbiage “a format designated by the Plat Administrator”.
 - Verbiage “Certificates in format determined by the applicable district” allows flexibility.

3. Consistency in codes and specificity in guarantee’s for infrastructure

- a. Staff is proposing to add a modified version of KMC 17.10.260 from the Platting code. The current short plat code does not have a Construction of Improvements section.
- b. Current practices allow applicants to place guarantees for infrastructure placement. Section 17.13.095 Construction of Improvements has been modified from the version in the Platting code by the Public Works Department to add specificity to the guarantees allowed for short plats.

4. Remove certain SEPA references and Dedication of Land for Park Purposes

- a. Staff is proposing the removal of SEPA reference in 17.13.040(4) to update the code to current State regulations.
 - SEPA is not required by State Law for Short Plats.

- City of Kennewick has raised SEPA thresholds through a recent code amendment.
 - If SEPA thresholds are exceeded additional permits would be required to include the environmental determination process which remains referenced in subsection 17.13.055.
- b. Staff is proposing the removal of 17.13.130 Dedication of Land for Park Purposes per City Attorney recommendation as it is her opinion there is no basis to impose park mitigation.

5. Unauthorized Sale or Transfer and Agreement to Sell Upon Transfer

- a. Staff proposes the addition of Subsection 17.13.105 Unauthorized Sale or Transfer which is copied from the Platting Subsection 17.10.280.
- Provide consistency throughout the Subdivision Code.
- b. Staff proposes to amend Subsection 17.13.110 to Agreement to Sell Upon Transfer which is also copied from Platting Subsection 17.10.290. This will replace the Subsection titled No Sale or Transfer.
- Provide consistency throughout the Subdivision Code
 - Allows the acceptance of offers or agreements which must be placed in escrow or other regulated trust account contingent upon recording the short plat. No sale or transfer is allowed in the current short plat code which could limit development practices.

Regulatory Controls and Policies

- Kennewick Municipal Code Title 17 Subdivisions
- State of Washington Chapter 58.17 RCW Plats-Subdivisions-Dedications

Findings of Fact

1. The proposed amendments to the Kennewick Municipal Code will clarify and provide consistency and efficiencies in permitting processes.
2. The City fulfilled the requirements under the State Environmental Policy Act by issuing a declaration of non-significance (DNS) on August 22, 2016 for this proposal.
3. Notice of the proposed code revision was sent on July 27, 2016 to the Washington State Department of Commerce (DOC) pursuant to RCW 36.70A.106.
4. The City received a confirmation letter dated August 15, 2016 from Washington State DOC.

Conclusions of Law

1. Approval will amend appropriate Sections of the KMC modifying various sections to provide clarification, consistency and efficiencies to the permitting process.
2. Approval will result in the public necessity, convenience or general welfare of the public by implementing provisions of the adopted Comprehensive Plan.

Recommendation

Staff recommends that the Planning Commission concur with the findings and conclusions contained in staff report ZOA 16-05 and recommend approval to City Council.

Motion

I move that the Planning Commission concur with the findings and conclusions in staff report ZOA 16-05 and recommend to City Council approval of the proposed amendments to Chapter 17.13 of the Kennewick Municipal Code.

Exhibits

Exhibit A-1: KMC Chapter 17.13 Short Plat



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

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

REGULAR COUNCIL MEETING

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

WORKSHOP MEETING