



CITY COUNCIL REGULAR MEETING AGENDA
January 19, 2021 at 6:30 p.m.
City's Website

City Council passed Resolution 20-08 on June 23, 2020, which temporarily designates the location for regular, special and study session meetings to the virtual location until Benton County enters into Phase Three of the Governor's Safe Start Reopening Plan.

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

1. CALL TO ORDER

Roll Call/Pledge of Allegiance/Welcome

HONORS & RECOGNITIONS

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 January 5, 2021.
- b. (1) Motion to approve Claims Roster for January 8, 2021.
(2) Motion to approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for November 2020.
- c. Motion to approve Payroll Roster for December 31, 2020.
- d. Motion to authorize the Mayor to sign the Purchase and Sale Agreement with RCCH Trios Health, LLC
- e. Motion to authorize the Mayor to sign an Interlocal Agreement with West Richland, Richland, Pasco for the management and tracking of the Quad-City Water Right Utilization report.
- f. Motion to authorize the Mayor and City Manager to sign a one-year contract extension with the International Union of Operating Engineers, Local 280.
- g. Motion to authorize the Mayor (or in his absence Mayor Pro Tem) to sign the final plat of Southridge Phase 6 contingent upon payment of fees and bonding for incomplete sidewalks and landscaping.

4. VISITORS

The City asks all members of the public that would like to comment under the Visitors section of the agenda to fill out an online form at <https://www.go2kennewick.com/VisitorsComments> no later than 5:00 p.m. on Monday, January 18th to be included in the Council packet.

Interested parties may also submit written comments to P.O. Box 6108, Kennewick, WA 99336; or e-mail clerkinfo@ci.kennewick.wa.us no later than 5:00 p.m. on Monday, January 18th to be included in the Council packet.

If you wish to comment under the Visitors section during the meeting, please register at https://us02web.zoom.us/webinar/register/WN_MLplqrxrTtiANeGwk8ZggQ.

Registrations must be received by 4:00 p.m. on Tuesday, January 19th.

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

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

5. ORDINANCES/RESOLUTIONS

- a. Resolution 21-01: Reimbursement Station 1 Financing
Criminal Code Batch Amendments
- b. (1) Ordinance 5893: Amending KMC 9.32 Drugs and Drug Paraphernalia
(2) Ordinance 5894: Amending KMC 9.52 Noise
(3) Ordinance 5895: Repealing KMC 10.09 Proceedings to Keep the Peace
- c. Resolution 21-02: Supporting Amendment of State of Emergency Statutory Language

6. PUBLIC HEARINGS/MEETINGS

7. NEW BUSINESS

- a. City Manager's Performance Review

8. UNFINISHED BUSINESS

9. COUNCIL COMMENTS/DISCUSSION

10. ADJOURNMENT

CITY OF KENNEWICK
CITY COUNCIL
Regular Meeting
January 5, 2021

1. CALL TO ORDER

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

Meeting was conducted through an online, virtual meeting platform. Councilmembers and staff joined remotely. Council passed Resolution 20-08 on June 23, 2020, which temporarily designates the location for regular, special and study session meetings to the virtual location until Benton County enters into Phase Three of the Governor's Safe Start Reopening Plan.

City Council and Staff Present:

Mayor Pro Tem Steve Lee	Marie Mosley	Emily Estes-Cross
John Trumbo	Greg McCormick	Ken Hohenberg
Bill McKay	Christina Palmer	Chad Michael
Chuck Torelli	Lisa Beaton	Bruce Mills
Jim Millbauer	Cary Roe	
Brad Beauchamp	Terri Wright	
Mayor Don Britain	Dan Legard	

Mayor Britain led the Pledge of Allegiance.

HONORS & RECOGNITIONS

- AWC Presentation

Peter King, AWC CEO, along with Carol Wilmes, AWC Director of Member Pooling Programs and Brian Bishop, AWC Workers' Comp Retro Program Manager congratulated the City for a very strong workers safety performance in 2017. The City participates in a risk pool along with other cities for workers compensation coverage. Based on the 2017 performance of the risk pool, the City is receiving a refund of \$87,312.

2. APPROVAL OF AGENDA

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

3. APPROVAL OF CONSENT AGENDA

- Minutes of Regular Meeting of December 15, 2020.
- (1) Motion to approve Claims Roster for December 11, 2020.
(2) Motion to approve Claims Roster for December 23, 2020.
(3) Motion to approve the Claims Roster for the Columbia Park Golf Course Account for November 2020.
- Motion to approve Payroll Roster for December 15, 2020.

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

4. VISITORS - None

5. ORDINANCE/RESOLUTIONS

- Ordinance 5890: Parking Moratorium & Regulations Extension
- (1) Ordinance 5891: Permit/Inspection Fees Moratorium – Temporary Structures (Building Code)
(2) Ordinance 5892: Permit/Inspection Fees Moratorium – Temporary Structures (Fire Code)

Lisa Beaton, City Attorney reported on all three items.

ORDINANCE NO. 5890

AN ORDINANCE IN SUPPORT OF THE EXTENSION OF AN EMERGENCY MORATORIUM ON ENFORCEMENT OF MINIMUM OFF-STREET PARKING REQUIREMENTS FOR CERTAIN RETAIL AND RESTAURANT USES AND RETENTION OF INTERIM REGULATORY CONTROLS; ESTABLISHING AN IMMEDIATE EFFECTIVE DATE AND SETTING A PUBLIC HEARING THEREON

Mayor Pro Tem Lee moved, seconded by Mr. Torelli to adopt Ordinance No. 5890. The motion carried.

ORDINANCE NO. 5891

AN ORDINANCE ADOPTING A MORATORIUM ON ENFORCEMENT OF BUILDING CODE PERMIT AND INSPECTION FEES RELATED TO TEMPORARY OUTDOOR STRUCTURES; ESTABLISHING AN IMMEDIATE EFFECTIVE DATE AND SETTING A PUBLIC HEARING THEREON

Mayor Pro Tem Lee moved, seconded by Mr. Millbauer to adopt Ordinance No. 5891. The motion carried.

ORDINANCE NO. 5892

AN ORDINANCE ADOPTING A MORATORIUM ON ENFORCEMENT OF FIRE CODE PERMIT AND INSPECTION FEES RELATED TO TEMPORARY OUTDOOR STRUCTURES; ESTABLISHING AN IMMEDIATE EFFECTIVE DATE AND SETTING A PUBLIC HEARING THEREON

Mayor Pro Tem Lee moved, seconded by Mr. Torelli to adopt Ordinance No. 5892. The motion carried.

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. ADJOURNMENT

Meeting adjourned at 7:09 p.m.

Terri L. Wright, CMC
City Clerk

**Council Agenda
Coversheet**



Agenda Item Number	3.b.(1)	Council Date	01/19/2021
Agenda Item Type	General Business Item		
Subject	Claims Roster		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

Consent Agenda

Ordinance/Reso

Public Mtg / Hrg

Other

Quasi-Judicial

Recommendation

That Council approve the Claims Roster.

Motion for Consideration

I move to approve the Claims Roster dated January 8, 2021, in the amount \$2,725,041.87, and comprised of check numbers 156187 through 156380 and wire transfer number 300434.

Summary

The payments on this Claims Roster are comprised of the following issued 12/24/20 - 1/8/21:

Check numbers 156187 through 156380	\$2,677,772.59
Wire transfer number 300434	47,269.28

Total	\$2,725,041.87
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The above total excludes checks written for payment of refunds and collected amounts due to other entities.

Alternatives

None.

Fiscal Impact

\$2,725,041.87.

Through	Michele Hamada Jan 11, 09:10:25 GMT-0800 2021
Dept Head Approval	Dan Legard Jan 11, 09:32:52 GMT-0800 2021
City Mgr Approval	Marie Mosley Jan 14, 16:57:57 GMT-0800 2021

Attachments:

Recording Required?

**City of Kennewick
Claims Roster**

12/24/2020 - 1/8/2021

Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount \$
001 GENERAL FUND					
010 CITY COUNCIL					
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in RETIREMENT PLAQUES.	123.15
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in WEBINAR REGISTRATION - C. TORELLI.	35.00
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in WEBINAR REGISTRATION C. TORELLI.	35.00
Total amount by Department					\$ 193.15
020 CITY MANAGER					
156362	01/08/2021	00030	VERIZON NORTHWEST	in CITY WIDE CELL PHONES	131.92
Total amount by Department					\$ 131.92
032 SUPPORT SERVICES-FINANCE					
156307	01/08/2021	03700	OFFICE DEPOT INC	in OFFICE SUPPLIES	20.86
156307	01/08/2021	03700	OFFICE DEPOT INC	in OFFICE SUPPLIES	20.63
156307	01/08/2021	03700	OFFICE DEPOT INC	in OFFICE SUPPLIES	2.15
156307	01/08/2021	03700	OFFICE DEPOT INC	in OFFICE SUPPLIES	32.11
156307	01/08/2021	03700	OFFICE DEPOT INC	in OFFICE SUPPLIES	14.10
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in PAYROLL TAX FORMS.	104.22
Total amount by Department					\$ 194.07
033 SUPPORT SERVICES-PURCHASING					
156362	01/08/2021	00030	VERIZON NORTHWEST	in CITY WIDE CELL PHONES	36.21
Total amount by Department					\$ 36.21
034 SUPPORT SERVICES - INFO SYSTEMS					
156299	01/08/2021	08210	MOBILEGUARD INC	in NET GUARD	1,377.40
156334	01/08/2021	00680	SIERRA ELECTRIC, INC.	in REPLACE LIGHTING IN CITY HALL CONF	2,902.50
156362	01/08/2021	00030	VERIZON NORTHWEST	in CITY WIDE CELL PHONES	1,075.71
156378	01/08/2021	05471	ZIPLY FIBER NORTHWEST FIBER, LLC DE	in TELEPHONE SVC	6,679.12
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in MONTHLY CREDIT CARD PROCESSING FE	536.75
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in QUARTERLY SKYPE SUBSCRIPTION RENE	8.52
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in USB TYPE B OTG CABLE	14.11
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in PRORATED ANNUAL ZOOM SUBSCRIPTIO	152.26
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in MONTHLY PHONE SERVICE CHARGES - D.	380.96
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in USB OTG CABLE	11.83
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in ZOOM WEBINAR LICENSE FOR CHRISTIN	318.96
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in SNAGIT MAINTENANCE RENEWAL - GIS	11.67
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in MONTHLY WEBEX SUBSCRIPTION (5 SEA	108.33

City of Kennewick

Claims Roster

12/24/2020 - 1/8/2021

Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
Total amount by Department						\$ 13,578.12
035 SUPPORT SERVICES-CUSTOMER SERVICE						
156370	01/08/2021	04479	WEBCHECK INC	in	WEBCHECK DEC 2020	1,581.22
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	OFFICE SUPPLIES.	47.75
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	OFFICE SUPPLIES.	125.40
Total amount by Department						\$ 1,754.37
041 CITY CLERK						
156217	01/08/2021	00034	BENTON COUNTY AUDITOR	in	RECORDING FEES	108.50
156347	01/08/2021	00172	THE TRI-CITY HERALD	in	PUBLICATION	45.88
156347	01/08/2021	00172	THE TRI-CITY HERALD	in	PUBLICATION	65.20
156347	01/08/2021	00172	THE TRI-CITY HERALD	in	PUBLICATION	82.11
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	ZOOM WEBINAR	59.71
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	WAPRO MEMBERSHIP RENEWAL - PALME	25.00
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	WAPRO MEMBERSHIP RENEWAL - TOWNSE	25.00
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	WAPRO MEMBERSHIP RENEWAL - WRIGH	25.00
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	OFFICE SUPPLIES	111.21
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	TCH MONTHLY ELECTRONIC SUBSCRIPTI	9.99
Total amount by Department						\$ 557.60
042 LEGAL SERVICES						
156308	01/08/2021	08800	OGDEN MURPHY WALLACE, PLLC	in	CABLE FRANCHISE NEGOTIATIONS	2,618.00
156308	01/08/2021	08800	OGDEN MURPHY WALLACE, PLLC	in	CABLE FRANCHISE NEGOTIATIONS	1,463.00
156320	01/08/2021	03467	PRONTO PROCESS SERVICE, INC	in	MESSENGER SERVICE - DEC 2020	40.00
156341	01/08/2021	02536	STAPLES ADVANTAGE STAPLES CONTRA	in	OFFICE SUPPLIES	258.17
156362	01/08/2021	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	124.00
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	JESSICA FOLTZ TRAINING WEBINAR - PR	35.00
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	CITY OF KENNEWICK FOUNDATION ANN	10.00
Total amount by Department						\$ 4,548.17
050 CIVIL SERVICE						
156280	01/08/2021	10205	KENNETH COLE COUNSELING PS	in	PROFESSIONAL SERVICES	600.00
156280	01/08/2021	10205	KENNETH COLE COUNSELING PS	in	KPD PRE-EMPLOYMENT PSYCH EVALUAT	600.00
156310	01/08/2021	07831	ON SCENE MEDICAL SERVICES PC	in	PROFESSIONAL SERVICES	1,246.00
156362	01/08/2021	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	51.31
Total amount by Department						\$ 2,497.31
061 CODE ENFORCEMENT						
156362	01/08/2021	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	100.16

City of Kennewick

Claims Roster

12/24/2020 - 1/8/2021

Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount \$
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in RECORDING FEES.	42.00
Total amount by Department					\$ 142.16
062 LONG RANGE PLANNING					
156274	01/08/2021	05850	JAMES M DRISCOLL	in HEARING EXAMINER - DEC 2020	4,500.00
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in WA ASSOCIATION OF PUBLIC RECORD OF	25.00
Total amount by Department					\$ 4,525.00
063 ECONOMIC & BUSINESS DEVELOPMENT					
156362	01/08/2021	00030	VERIZON NORTHWEST	in CITY WIDE CELL PHONES	68.48
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in EMAIL MANAGEMENT FOR BUSINESS CO	103.18
Total amount by Department					\$ 171.66
071 POLICE DEPT. - ADMINISTRATION					
156232	01/08/2021	01308	COLUMBIA VALLEY DAYBREAK ROTARY	in QUARTERLY DUES - WHITE	175.00
156236	01/08/2021	06375	COMPUNET INC	in KPD DOOR STRIKES	527.27
156357	01/08/2021	04764	UNITED PARCEL SERVICE	in SHIPPING	26.41
156378	01/08/2021	05471	ZIPLY FIBER NORTHWEST FIBER, LLC DE	in TELEPHONE SVC	235.97
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in BASIC CABLE SERVICES	241.46
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in INTERNATIONAL TRANSACTION FEE - PA	3.60
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in KPD YOUTUBE CHANNEL VIDEO ARCHIV	240.00
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in ANNUAL MEMBERSHIP FOR CHIEF HOHE	475.00
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in ANNUAL MEMBERSHIP FOR CHIEF HOHE	190.00
Total amount by Department					\$ 2,114.71
072 POLICE DEPT.- CRIMINAL INVESTIGATION					
156218	01/08/2021	03331	BENTON COUNTY DISTRICT COURT	in WEAPONS FORFEITURE FILING FEE	83.00
156228	01/08/2021	02134	CITY OF SPOKANE UTILITIES BILLING	in DRUG DISPOSAL	99.44
156283	01/08/2021	06929	KEN'S AUTO RESCUE KENNETH P SCHMI	in TOW SERVICE	964.37
156289	01/08/2021	03914	LITTRELL, CHRISTOPHER	in PRISONER TRANSPORT REIMBURSEMENT	369.48
156290	01/08/2021	03914	LITTRELL, CHRISTOPHER	in PER DIEM REIMBURSEMENT	316.00
156298	01/08/2021	03284	MEL'S INTER-CITY TOWING	in TOW SERVICE	80.31
156342	01/08/2021	06187	SUN BADGE COMPANY	in DETECTIVE BADGE	108.75
156352	01/08/2021	07228	TRANSUNION RISK ALTERNATIVE DATA	in PEOPLE SEARCH	209.49
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in CLOTHING FOR PRISONER TRANSPORT F	36.66
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in PRISONER TRANSPORT FROM LAS VEGAS	142.60
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in PRISONER TRANSPORT FROM LAS VEGAS	142.60
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in PRISONER TRANSPORT FROM LAS VEGAS	142.60
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in PRISONER TRANSPORT FROM LAS VEGAS	142.60

City of Kennewick

Claims Roster

12/24/2020 - 1/8/2021

Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount \$
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in PRISONER TRANSPORT FROM LAS VEGAS	222.60
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in PRISONER TRANSPORT FROM LAS VEGAS	222.60
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in PRISONER TRANSPORT FROM LAS VEGAS	222.60
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in PRISONER TRANSPORT FROM LAS VEGAS	222.60
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in PRISONER TRANSPORT FROM LAS VEGAS	222.60
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in PRISONER TRANSPORT FROM LAS VEGAS	222.60
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in PRISONER TRANSPORT FROM LAS VEGAS	109.07
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in PRISONER TRANSPORT FROM LAS VEGAS	109.07
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in TRANSACTION TO BE REIMBURSED BY A	69.00
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in EVIDENCE BAGS FOR COLLECTING NIBN	635.28
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in CID / SIU REFERENCE MATERIALS	88.08
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in (2) DELL LATITUDE 7410 - KPD	958.39
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in (2) DELL LATITUDE 7410 - KPD	958.39
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in ICAC LAB INTERNET SERVICE	109.99
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in (2) DELL LATITUDE DOCKING STATIONS -	128.14
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in (2) DELL LATITUDE DOCKING STATIONS -	128.14
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in ON SITE SERVICE BALANCE SCALES IN E	390.00
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in DUI BLOOD DRAW KITS	488.00
Total amount by Department					\$ 8,345.05
073 POLICE DEPT. - PATROL					
156256	01/08/2021	05823	GALLS, LLC	in MHP VEST ID LABELS	80.38
156298	01/08/2021	03284	MEL'S INTER-CITY TOWING	in TOW SERVICE	54.25
156298	01/08/2021	03284	MEL'S INTER-CITY TOWING	in TOW SERVICE	54.25
156298	01/08/2021	03284	MEL'S INTER-CITY TOWING	in TOW SERVICE	54.25
156298	01/08/2021	03284	MEL'S INTER-CITY TOWING	in TOW SERVICE	54.25
156298	01/08/2021	03284	MEL'S INTER-CITY TOWING	in TOW SERVICE	54.25
156298	01/08/2021	03284	MEL'S INTER-CITY TOWING	in TOW SERVICE	54.25
156298	01/08/2021	03284	MEL'S INTER-CITY TOWING	in TOW SERVICE	54.25
156298	01/08/2021	03284	MEL'S INTER-CITY TOWING	in TOW SERVICE	70.54
156298	01/08/2021	03284	MEL'S INTER-CITY TOWING	in TOW SERVICE	54.25
156305	01/08/2021	08877	NORTHWEST RESTORATION FSWW SCOT	in BOARD UP STRUCTURE	917.60
156337	01/08/2021	09312	SOUND UNIFORM/BRATWEAR SEATTLE	in VORTEX II - PANELS	2,324.04
156362	01/08/2021	00030	VERIZON NORTHWEST	in CITY WIDE CELL PHONES	6,508.32
156368	01/08/2021	05985	WAT INC	in KPD GETAC TABLETS	4,029.06
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in BIO HAZARD UNIFORM CLEANING FOR C	21.72
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in HOTEL ROOM FOR OFC ENGEL TO ATTEN	173.41
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in HOTEL ROOM FOR OFC CANADA TO ATTE	150.42

City of Kennewick

Claims Roster

12/24/2020 - 1/8/2021

Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount \$
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in (2) DELL LATITUDE 7410 - KPD	958.39
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in (2) DELL LATITUDE 7410 - KPD	958.39
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in (2) DELL LATITUDE DOCKING STATIONS -	128.14
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in (2) DELL LATITUDE DOCKING STATIONS -	128.14
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in DRONE	4,181.10
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in DRONE	2,278.44
Total amount by Department					\$ 23,342.09
074 POLICE DEPT. - STAFF SERVICES					
156341	01/08/2021	02536	STAPLES ADVANTAGE STAPLES CONTRA	in OFFICE SUPPLIES	99.30
156341	01/08/2021	02536	STAPLES ADVANTAGE STAPLES CONTRA	in OFFICE SUPPLIES	161.63
156343	01/08/2021	05826	SUNRISE ROTARY CLUB	in QUARTERLY DUES - CHILD	82.04
156367	01/08/2021	01033	WASHINGTON STATE PATROL	in ACCESS USER FEE	600.00
156367	01/08/2021	01033	WASHINGTON STATE PATROL	in CPL BACKGROUND CHECKS	1,020.25
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in (2) DELL LATITUDE 7410 - KPD	1,916.79
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in (2) DELL LATITUDE 7410 - KPD	1,916.79
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in CELL PHONE SUPPLIES.	45.56
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in (2) DELL LATITUDE DOCKING STATIONS -	256.29
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in (2) DELL LATITUDE DOCKING STATIONS -	256.29
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in CHRISTMAS CARDS	336.66
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in CHRISTMAS CARDS	97.87
Total amount by Department					\$ 6,789.47
075 POLICE DEPT. - INTERGOVERNMENTAL					
156233	01/08/2021	10141	COLUMBIA VALLEY EMERGENCY PHYSI	in PRISONER MEDICAL	546.00
156282	01/08/2021	05291	KENNEWICK RADIOLOGY GROUP PC	in PRISONER MEDICAL	28.00
156353	01/08/2021	09790	TRIOS HEALTH RCCH TRIOS HEALTH LLC	in PRISONER MEDICAL	1,375.39
156378	01/08/2021	05471	ZIPLY FIBER NORTHWEST FIBER, LLC DE	in TELEPHONE SVC	70.19
Total amount by Department					\$ 2,019.58
076 POLICE DEPT - PROFESSIONAL STANDARDS					
156214	01/08/2021	03649	AXON ENTERPRISE INC	in TRAINING TASER CARTRIDGES	8,591.35
156219	01/08/2021	00084	BENTON PUD NO. 1	in ELECTRICITY	117.23
156256	01/08/2021	05823	GALLS, LLC	in QUARTERMASTER SUPPLIES - HONOR GU	1,991.63
156256	01/08/2021	05823	GALLS, LLC	in QUARTERMASTER SUPPLIES - PSS CAVAZ	971.49
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in DEPARTMENT FITNESS APP	15.00
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in TRAFFIC UNIFORMS FOR OFC RON SALTE	577.18
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in MEDICAL SUPPLIES TO REPLENISH THOS	156.42
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in TRAINING OPERATING SUPPLIES	120.42

City of Kennewick

Claims Roster

12/24/2020 - 1/8/2021

Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount \$
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in TRAINING OPERATING SUPPLIES	5.96
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in TRAINING OPERATING SUPPLIES	284.20
Total amount by Department					\$ 12,830.88
081 FIRE DEPT. - ADMINISTRATION					
156355	01/08/2021	02861	TROPHY SHOPPE, THE JEFFREY BRITTON	in KFD 2020 ANNUAL AWARDS	386.62
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in MONTHLY RX DISPOSAL FEE	16.15
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in OPERATING SUPPLIES PURCHASE - CLEA	540.91
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in OPERATING SUPPLIES PURCHASE - TRAS	11.95
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in OPERATING SUPPLIES PURCHASE - SOAP	171.72
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in OPERATING SUPPLIES PURCHASE - PAPEF	694.50
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in OPERATING SUPPLIES PURCHASE - DETE	175.07
Total amount by Department					\$ 1,996.92
082 FIRE DEPT. - SUPPRESSION					
156286	01/08/2021	04244	L N CURTIS & SONS	in PPE QUICK RELEASE SYSTEM	477.95
156310	01/08/2021	07831	ON SCENE MEDICAL SERVICES PC	in PROFESSIONAL SERVICES	58.00
156358	01/08/2021	05807	UPTOWN CLEANERS SANDRA R NINEMII	in 2019-2020 UNIFORM LAUNDRY SERVICES	14.25
156358	01/08/2021	05807	UPTOWN CLEANERS SANDRA R NINEMII	in 2019-2020 UNIFORM LAUNDRY SERVICES	14.54
156358	01/08/2021	05807	UPTOWN CLEANERS SANDRA R NINEMII	in 2019-2020 UNIFORM LAUNDRY SERVICES	12.83
156358	01/08/2021	05807	UPTOWN CLEANERS SANDRA R NINEMII	in 2019-2020 UNIFORM LAUNDRY SERVICES	17.96
156358	01/08/2021	05807	UPTOWN CLEANERS SANDRA R NINEMII	in 2019-2020 UNIFORM LAUNDRY SERVICES	15.11
156358	01/08/2021	05807	UPTOWN CLEANERS SANDRA R NINEMII	in 2019-2020 UNIFORM LAUNDRY SERVICES	17.67
156358	01/08/2021	05807	UPTOWN CLEANERS SANDRA R NINEMII	in 2019-2020 UNIFORM LAUNDRY SERVICES	17.59
156358	01/08/2021	05807	UPTOWN CLEANERS SANDRA R NINEMII	in 2019-2020 UNIFORM LAUNDRY SERVICES	15.03
156358	01/08/2021	05807	UPTOWN CLEANERS SANDRA R NINEMII	in 2019-2020 UNIFORM LAUNDRY SERVICES	15.11
156358	01/08/2021	05807	UPTOWN CLEANERS SANDRA R NINEMII	in 2019-2020 UNIFORM LAUNDRY SERVICES	16.82
156358	01/08/2021	05807	UPTOWN CLEANERS SANDRA R NINEMII	in 2019-2020 UNIFORM LAUNDRY SERVICES	16.66
156358	01/08/2021	05807	UPTOWN CLEANERS SANDRA R NINEMII	in 2019-2020 UNIFORM LAUNDRY SERVICES	19.10
156358	01/08/2021	05807	UPTOWN CLEANERS SANDRA R NINEMII	in 2019-2020 UNIFORM LAUNDRY SERVICES	15.96
156358	01/08/2021	05807	UPTOWN CLEANERS SANDRA R NINEMII	in 2019-2020 UNIFORM LAUNDRY SERVICES	15.96
156358	01/08/2021	05807	UPTOWN CLEANERS SANDRA R NINEMII	in 2019-2020 UNIFORM LAUNDRY SERVICES	17.39
156358	01/08/2021	05807	UPTOWN CLEANERS SANDRA R NINEMII	in 2019-2020 UNIFORM LAUNDRY SERVICES	22.64
156362	01/08/2021	00030	VERIZON NORTHWEST	in CITY WIDE CELL PHONES	1,102.33
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in ERROR CHARGE - REFUNDED ON 12/24/20	20.00
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in ITAC BOARDS	531.05
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in REFUND FOR THE ERROR CHARGE ON 12	-20.00
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in MONTHLY ZOOM ACCOUNT SUBSCRIPTIC	16.27

City of Kennebec

Claims Roster

12/24/2020 - 1/8/2021

Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount \$
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in MONTHLY SUBSCRIPTION CHARGE TO LI	6.00
Total amount by Department					\$ 2,456.22
083 FIRE PREVENTION & INVESTIGATION					
156234	01/08/2021	00752	COMM TECH, INC.	in PORTABLE RADIO - FIRE PREVENTION	2,753.01
Total amount by Department					\$ 2,753.01
090 ENGINEERING					
156242	01/08/2021	09827	DAY WIRELESS SYSTEMS	in LIGHTING PKG INSTALL	2,478.25
156307	01/08/2021	03700	OFFICE DEPOT INC	in OFFICE SUPPLIES	28.62
156307	01/08/2021	03700	OFFICE DEPOT INC	in OFFICE SUPPLIES	10.12
156307	01/08/2021	03700	OFFICE DEPOT INC	in BATTERY	6.29
156362	01/08/2021	00030	VERIZON NORTHWEST	in CITY WIDE CELL PHONES	690.44
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in PIPE BURSTING ONLINE CLASS FOR R.DU	300.00
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in WEBCAMS FOR ENGINEERING DIVISION	59.71
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in WEBCAMS FOR ENGINEERING DIVISION	59.71
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in 2 ZOOM LICENSES - (ENG & WATER/SEWE	159.40
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in ANNUAL LSAW MEMBERSHIP DUES FOR :	230.00
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in ANNUAL LSAW MEMBERSHIP DUES FOR :	82.00
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in ANNUAL MEMBERSHIP DUES TO ASCE FC	280.00
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in ANNUAL MEMBERSHIP DUES TO ASCE FC	280.00
Total amount by Department					\$ 4,664.54
101 CORPORATE & COMMUNITY SERVICES					
156291	01/08/2021	09277	LOURDES OCCUPATIONAL HEALTH	in PROFESSIONAL SERVICES	90.00
156291	01/08/2021	09277	LOURDES OCCUPATIONAL HEALTH	in PROFESSIONAL SERVICES	90.00
156301	01/08/2021	07969	MUSTANG SIGN GROUP WANG ENTERPR	in TRAFFIC WRAP INSTALL	570.15
156303	01/08/2021	01030	NAVIA BENEFIT SOLUTIONS CLIENT PAY	in FLEX PLAN SERVICES	456.50
156371	01/08/2021	07879	WESLEY GROUP, THE TWG CONSULTING	in PROFESSIONAL SERVICES	300.00
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in HQ WELLNESS DRAWING.	118.49
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in ANNUAL SHRM MEMBERSHIP FEE (BETH	219.00
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in PRIZES FOR WELLNESS EVENT	44.96
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in PRIZES FOR WELLNESS EVENT	40.51
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in WELLNESS EVENT ITEMS	46.51
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in PRIZES FOR WELLNESS BINGO	156.75
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in PRIZES FOR WELLNESS EVENT	107.30
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in PRIZES FOR WELLNESS BINGO EVENT	218.32
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in PRIZES FOR WELLNESS EVENT	99.19
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in PRIZES FOR WELLNESS EVENT	47.48

City of Kennebec

Claims Roster

12/24/2020 - 1/8/2021

Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount \$
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in PRIZES FOR WELLNESS BINGO EVENT	21.96
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in PRIZES FOR WELLNESS HOLIDAY BINGO	120.00
Total amount by Department					\$ 2,747.12
113 PARKS DEPT.-RECREATION SERVICES					
156222	01/08/2021	00080	BRUTZMAN'S INC	in FURNITURE - COMMUNITY CENTER	16,762.36
156333	01/08/2021	07555	SHERWIN-WILLIAMS COMPANY	in PAINT SUPPLIES - COMMUNITY CENTER	19.01
156333	01/08/2021	07555	SHERWIN-WILLIAMS COMPANY	in PAINT SUPPLIES - KEEWAYDIN COMM CE	143.95
156333	01/08/2021	07555	SHERWIN-WILLIAMS COMPANY	in PAINT - KEEWAYDIN COMM CENTER	369.71
156362	01/08/2021	00030	VERIZON NORTHWEST	in CITY WIDE CELL PHONES	222.41
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in FACEBOOK ADVERTISING	59.76
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in CLEANING SUPPLIES, FALL DAY CAMP	5.93
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in CLEANING	56.37
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in FACEBOOK ADVERTISING	204.76
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in DISPLAY TV FOR KEEWAYDIN COMM CEN	374.67
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in WRPA MEMBERSHIP	307.50
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in 22X17 CALENDAR SENT IN ERROR, CRED	-31.23
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in IMAGES FOR MARKETING	31.50
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in CLOROX WIPES	3.24
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in CALENDAR 36 X 24 FOR STAFF - G SAMBF	31.23
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in SIGN - RESTROOM	149.97
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in SIGNS - HUB BUILDING	631.22
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in POPCORN AT MOVIE DAY	10.86
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in ROUND BANQUET TABLES FOR PAVILION	1,952.63
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in INTERNATIONAL FESTIVALS & EVENTS A	255.00
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in PACKING TAPE, SHEET PROTECTORS, CLC	62.12
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in TABLE STORAGE CARTS.	425.72
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in OFFICE CHAIR - SOUTHBRIDGE	486.09
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in FALL DAYCAMP ACTIVITY SUPPLIES	22.81
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in FALL DAY CAMP ACTIVITY SUPPLIES	46.26
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in 36 X 24 LAMINATED CALENDAR	31.23
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in BANQUET TABLES 6'	412.70
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in PANDORA MUSIC FOR NUMERICA PAVILIO	29.27
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in THANK YOU CARD - YOKES	0.51
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in WALL MOUNT HDMI EXTENDER	96.75
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in CLEANING SUPPLIES FOR PAVILION	94.23
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in BUSINESS CARDS FOR JULIA LANG/RECR	22.72
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in SR OFFICE SUPPLIES	74.91

City of Kennebec

Claims Roster

12/24/2020 - 1/8/2021

Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount \$
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in DIVIDERS, ERASABLE CALENDAR	52.28
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in LIGHT FIXTURES	858.03
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in LABELS FOR DYMO (KCC), FOR PAVILION	87.88
Total amount by Department					\$ 24,364.36
114 PARKS DEPT.-FACILITIES MAINT.					
156212	01/08/2021	03088	APOLLO MECHANICAL CONTRACTORS A	in GAS LEAK REPAIR/BOILER LINE	247.61
156212	01/08/2021	03088	APOLLO MECHANICAL CONTRACTORS A	in 2020 HVAC MAINTENANCE	3,049.47
156216	01/08/2021	06303	BEDROCK SPECIALTY STONE PRODUCTS	in ROCK FOR ROUNDABOUTS - PARKS	494.13
156219	01/08/2021	00084	BENTON PUD NO. 1	in COLUMBIA PARK	2,156.78
156219	01/08/2021	00084	BENTON PUD NO. 1	in COLUMBIA PARK	46.08
156219	01/08/2021	00084	BENTON PUD NO. 1	in CITY PARKS	2,686.01
156219	01/08/2021	00084	BENTON PUD NO. 1	in ELECTRICITY	856.69
156219	01/08/2021	00084	BENTON PUD NO. 1	in CITY PARKS	299.91
156219	01/08/2021	00084	BENTON PUD NO. 1	in CITY FACILITIES	14,035.81
156243	01/08/2021	00480	DEPENDABLE APPLIANCE	in DRYER REPAIR KIT - FACILITIES	139.84
156311	01/08/2021	05262	OVERHEAD DOOR COMPANY OF TRI-CIT	in FUSES FOR GARAGE DOORS - PARKS	47.46
156316	01/08/2021	01174	PBS ENGINEERING & ENVIRONMENTAL	in FINAL DESIGN FOR SEGMENT 1 BANK ST.	921.25
156318	01/08/2021	00329	PLATT ELECTRIC SUPPLY COMPANY REX	in OUTLET COVERS - FACILITIES	4.00
156322	01/08/2021	00957	RANCH & HOME INC	in SPRAY PAINT	5.42
156331	01/08/2021	00817	SENSKE LAWN & TREE CARE INC	in CONTRACT 18-040 LANDSCAPE MAINT	3,518.41
156331	01/08/2021	00817	SENSKE LAWN & TREE CARE INC	in CONTRACT 18-040 LANDSCAPE MAINT	1,830.15
156331	01/08/2021	00817	SENSKE LAWN & TREE CARE INC	in GRANGE PARK TREE CARE	1,086.00
156334	01/08/2021	00680	SIERRA ELECTRIC, INC.	in GROUND ROD - PARKS	122.04
156346	01/08/2021	10836	THE DRAIN SURGEON GALLURY INC	in UNCLOG SINK DRAIN - FACILITIES	179.19
156349	01/08/2021	09823	TOP TREE SERVICE LLC	in TREE TRIMMING - LAYTON PARK	1,475.00
156359	01/08/2021	03564	US LINEN AND UNIFORM	in LINEN SERVICE	204.58
156362	01/08/2021	00030	VERIZON NORTHWEST	in CITY WIDE CELL PHONES	1,119.21
156366	01/08/2021	01035	WASHINGTON HARDWARE AND FURNITI	in FLAG HOOKS - PARKS	17.33
156366	01/08/2021	01035	WASHINGTON HARDWARE AND FURNITI	in GARAGE DOOR SEAL - PARKS	14.05
156366	01/08/2021	01035	WASHINGTON HARDWARE AND FURNITI	in PARTS - PARKS	25.71
156366	01/08/2021	01035	WASHINGTON HARDWARE AND FURNITI	in SQUIRREL TRAP - PARKS	51.03
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in WATER STORAGE TRAINING - T. DAVIS	120.00
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in WRPA MEMBERSHIP	307.50
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in PESTICIDE LICENSE RENEWAL FOR 13 ST.	430.00
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in PESTICIDE LICENSE RENEWAL FEE FOR 1	12.90
Total amount by Department					\$ 35,503.56

City of Kennewick

Claims Roster

12/24/2020 - 1/8/2021

Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
120 NON-DEPARTMENTAL						
156212	01/08/2021	03088	APOLLO MECHANICAL CONTRACTORS A	in	2020 HVAC MAINTENANCE	247.61
156219	01/08/2021	00084	BENTON PUD NO. 1	in	CITY FACILITIES	2,111.81
156241	01/08/2021	07711	CULLIGAN WATER CONDITIONING	in	WATER DELIVERY	247.61
156241	01/08/2021	07711	CULLIGAN WATER CONDITIONING	in	WATER DELIVERY	9.77
Total amount by Department						\$ 2,616.80
Total amount by Fund						\$ 160,874.05
101 STREET FUND						
010 STREETS						
156209	01/08/2021	09968	AG SPRAY EQUIPMENT FIMCO INC	in	DE-ICER PARTS	37.87
156209	01/08/2021	09968	AG SPRAY EQUIPMENT FIMCO INC	in	DE-ICER PARTS	44.31
156209	01/08/2021	09968	AG SPRAY EQUIPMENT FIMCO INC	in	DUST CAP	38.14
156209	01/08/2021	09968	AG SPRAY EQUIPMENT FIMCO INC	in	DE-ICER HOSE REPAIR PARTS	142.54
156215	01/08/2021	03707	BAXTER AUTO PARTS	in	FUEL SUPPLEMENT	48.07
156225	01/08/2021	05050	CENTRAL HOSE & FITTINGS INC	in	SHOP RAGS	32.58
156247	01/08/2021	02160	ENVIROTECH SERVICES INC.	in	DEICER - "MELTDOWN INHIBITED"	5,362.96
156281	01/08/2021	00078	KENNEWICK INDUSTRIAL & ELEC	in	PARTS FOR DE-ICER	60.15
156281	01/08/2021	00078	KENNEWICK INDUSTRIAL & ELEC	in	PARTS FOR DE-ICER	35.50
156314	01/08/2021	06603	PAPE MACHINERY INC	in	GREASE	94.48
156318	01/08/2021	00329	PLATT ELECTRIC SUPPLY COMPANY REX	in	PARTS & CABLES	34.02
156319	01/08/2021	04818	PRO CUT CONCRETE CUTTING INC	in	CONCRETE CUT/REPAIR ISLAND - STREET	677.66
156322	01/08/2021	00957	RANCH & HOME INC	in	EXTENSION CORDS	54.27
156362	01/08/2021	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	112.73
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	RECURRING MONTHLY CHARGE FOR GPS	279.00
Total amount by Department						\$ 7,054.28
020 TRAFFIC						
156219	01/08/2021	00084	BENTON PUD NO. 1	in	SIGNALS	4,375.21
156219	01/08/2021	00084	BENTON PUD NO. 1	in	CITY FACILITIES	46.34
156219	01/08/2021	00084	BENTON PUD NO. 1	in	FLASHERS	273.13
156219	01/08/2021	00084	BENTON PUD NO. 1	in	STREET LIGHTS	17,230.74
156246	01/08/2021	07864	ECONOLITE CONTROL PRODUCTS INC	in	BUS INTERFACE UNIT	1,321.80
156246	01/08/2021	07864	ECONOLITE CONTROL PRODUCTS INC	in	WSDOT CONTRACT 04616	3,306.88
156250	01/08/2021	08774	FASTENAL COMPANY	in	SET SCREWS	19.20
156263	01/08/2021	10823	HEIN TIM	in	REIMB FLAGGER CLASS/PARKING PERMI	88.00
156281	01/08/2021	00078	KENNEWICK INDUSTRIAL & ELEC	in	OUTLET BOX & PARTS	70.50

City of Kennewick
Claims Roster

12/24/2020 - 1/8/2021

Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
156306	01/08/2021	07229	NORTHWEST SIGN RECYCLING	in	SIGN BLANKS	1,595.35
156307	01/08/2021	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	12.34
156318	01/08/2021	00329	PLATT ELECTRIC SUPPLY COMPANY REX	in	100 AMP CONTACTOR	483.06
156318	01/08/2021	00329	PLATT ELECTRIC SUPPLY COMPANY REX	in	HPS LAMP	33.92
156318	01/08/2021	00329	PLATT ELECTRIC SUPPLY COMPANY REX	in	HPS LAMP	90.44
156322	01/08/2021	00957	RANCH & HOME INC	in	PROPANE	9.04
156334	01/08/2021	00680	SIERRA ELECTRIC, INC.	in	ELECTRICAL SERVICES	747.36
156334	01/08/2021	00680	SIERRA ELECTRIC, INC.	in	ELECTRICAL SERVICES	426.33
156351	01/08/2021	00367	TRAFFIC SAFETY SUPPLY CO INC	in	BALLOON WORK LIGHT	2,289.11
156362	01/08/2021	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	493.66
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	ITE WEBINAR TRAINING FOR SORIN JUST	49.00
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	ITE WEBINAR TRAINING FOR SORIN JUST	99.00
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	ASUS BLUETOOTH 4.0 USB ADAPTER - JO	22.24
Total amount by Department						\$ 33,082.65
Total amount by Fund						\$ 40,136.93
102 ARTERIAL STREET FUND						
010 ARTERIAL STREET FUND						
156205	01/08/2021	10821	3-D SPECIALTIES INC	in	FLUSH MOUNT SIGN BRACKETS	265.29
156380	01/08/2021	04578	ZUMAR INDUSTRIES INC	in	RAILROAD CROSSING SIGNS	987.59
Total amount by Department						\$ 1,252.88
Total amount by Fund						\$ 1,252.88
103 URBAN ARTERIAL STREET FUND						
010 REIMBURSEABLE GRANTS						
156364	01/08/2021	00063	WA STATE DEPT TRANSPORTATION HIGH	in	GCB AGREEMENT - P1402	13,110.79
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	GRADING PERMIT FEE FOR 4400 BOFER C	270.00
Total amount by Department						\$ 13,380.79
Total amount by Fund						\$ 13,380.79
107 COMMUNITY DEVELOPMENT FUND						
030 CURRENT PROGRAM YEAR						
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	OFFICE SUPPLIES	64.42
Total amount by Department						\$ 64.42
330 INTERGOVERNMENTAL REVENUE						
156227	01/08/2021	00100	CITY OF RICHLAND	in	HOME LOAN PAYOFF	5,000.00

City of Kennewick

Claims Roster

12/24/2020 - 1/8/2021

Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount \$
Total amount by Department					\$ 5,000.00
Total amount by Fund					\$ 5,064.42
117 CRIMINAL JUSTICE SALES TAX FUND					
010 CRIMINAL JUSTICE SALES TAX FUND					
156321	01/08/2021	01997	PUBLIC SAFETY TESTING, INC.	in SUBSCRIPTION FEE	1,000.00
156339	01/08/2021	07685	SPECIAL CONSULTING SERVICES LLC	in SPECIAL INVESTIGATIONS	1,516.75
156341	01/08/2021	02536	STAPLES ADVANTAGE STAPLES CONTRA	in OFFICE SUPPLIES	86.05
156362	01/08/2021	00030	VERIZON NORTHWEST	in CITY WIDE CELL PHONES	879.94
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in WAPRO MEMBERSHIP RENEWAL - HANSE	25.00
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in REDUNDANT INTERNET CONNECTION	580.00
Total amount by Department					\$ 4,087.74
Total amount by Fund					\$ 4,087.74
300 CAPITAL IMPROVEMENTS FUND					
010 STREET IMPROVEMENTS					
156238	01/08/2021	00035	CONSOLIDATED ELECTRICAL DISTRIBUTION	in PHOTOCELL	119.85
156242	01/08/2021	09827	DAY WIRELESS SYSTEMS	in WARNING LIGHT INSTALL	875.41
156246	01/08/2021	07864	ECONOLITE CONTROL PRODUCTS INC	in WSDOT CONTRACT 04616	8,818.32
156264	01/08/2021	08977	HERITAGE PROF LANDSCAPING INC	in 2020 LANDSCAPING WORK	15,038.93
156271	01/08/2021	10938	ITERIS INC	in TRAFFIC SIGNAL COORDINATION/OPTIMI	9,736.00
156351	01/08/2021	00367	TRAFFIC SAFETY SUPPLY CO INC	in BALLOON WORK LIGHT	981.05
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in LOCKOUT LOCK FOR GATE (P2002 - PEDE	7.97
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in PADLOCK FOR IBEW GATE (P2002 - PEDES	142.27
Total amount by Department					\$ 35,719.80
020 LAND AND FACILITIES					
156212	01/08/2021	03088	APOLLO MECHANICAL CONTRACTORS A	in LIBRARY COMPRESSOR~	2,065.96
156331	01/08/2021	00817	SENSKE LAWN & TREE CARE INC	in CONTRACT 18-040 LANDSCAPE MAINT	2,903.20
Total amount by Department					\$ 4,969.16
075 GO BOND 2020A					
156210	01/08/2021	10058	ALLIANCE MANAGEMENT & CONSTRU	in CONSTRUCTION MANAGEMENT	8,777.00
156269	01/08/2021	00529	INTERMOUNTAIN MATERIAL TESTING	in TESTING SERVICES - FIRE STATION #3	1,000.75
156344	01/08/2021	07079	TCA ARCHITECTURE PLANNING INC	in DESIGN SERVICES - FIRE STATION #3	10,482.45
156350	01/08/2021	08748	TOTAL SITE SERVICES, LLC	in FIRE STATION #3 CONSTRUCTION RFB20-	562,683.60
Total amount by Department					\$ 582,943.80

City of Kennebec

Claims Roster

12/24/2020 - 1/8/2021

Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
900 CAPITAL PURCHASES						
156300	01/08/2021	09289	MUNICODE MUNICIPAL CODE CORP	in	WEB HOSTING	343.00
156315	01/08/2021	03458	PARAMOUNT COMMUNICATIONS INC	in	WTP DOOR WIRING	573.41
156356	01/08/2021	01566	TYLER TECHNOLOGIES INC	in	EDEN REPLACEMENT PROJECT - CONTR	7,000.00
156356	01/08/2021	01566	TYLER TECHNOLOGIES INC	in	EDEN REPLACEMENT PROJECT - CONTR	12,000.00
156356	01/08/2021	01566	TYLER TECHNOLOGIES INC	in	EDEN REPLACEMENT PROJECT - CONTR	6,300.00
Total amount by Department						\$ 26,216.41
Total amount by Fund						\$ 649,849.17
401 WATER AND SEWER FUND						
156239	01/08/2021	00013	CORE & MAIN LP	in	INVENTORY	3,903.44
Total amount by Department						\$ 3,903.44
010 WATER/SEWER OPERATIONS						
156211	01/08/2021	07400	ANALYTICAL SERVICES INC	in	ENDOSPORE LABS - WTP	215.00
156211	01/08/2021	07400	ANALYTICAL SERVICES INC	in	ENDOSPORE LABS - WTP	215.00
156212	01/08/2021	03088	APOLLO MECHANICAL CONTRACTORS A	in	2020 HVAC MAINTENANCE	700.49
156212	01/08/2021	03088	APOLLO MECHANICAL CONTRACTORS A	in	TROUBLESHOOT UNIT FREEZING UP - FA	120.55
156219	01/08/2021	00084	BENTON PUD NO. 1	in	ELECTRICITY	29,090.42
156219	01/08/2021	00084	BENTON PUD NO. 1	in	SEWER LIFT STATIONS	6,602.71
156219	01/08/2021	00084	BENTON PUD NO. 1	in	ELECTRICITY	22,502.77
156219	01/08/2021	00084	BENTON PUD NO. 1	in	CITY PARKS	14,767.08
156219	01/08/2021	00084	BENTON PUD NO. 1	in	ELECTRICITY	270.13
156219	01/08/2021	00084	BENTON PUD NO. 1	in	WATER FILTRATION	5,383.39
156225	01/08/2021	05050	CENTRAL HOSE & FITTINGS INC	in	SED BASIN REPAIR - WTP	129.82
156225	01/08/2021	05050	CENTRAL HOSE & FITTINGS INC	in	CREDIT RTN - WTP	-5.41
156239	01/08/2021	00013	CORE & MAIN LP	in	PIPING REPAIR CHECK VALVE THR	573.20
156250	01/08/2021	08774	FASTENAL COMPANY	in	CHECK VALVE THR REPLACEMENT	76.12
156252	01/08/2021	04147	FEDEX	in	SHIPPING	63.92
156252	01/08/2021	04147	FEDEX	in	SHIPPING	41.52
156253	01/08/2021	00086	FERGUSON ENTERPRISES INC	in	Q BENDS FOR METER INSTALLATION	2,114.99
156253	01/08/2021	00086	FERGUSON ENTERPRISES INC	in	FLANGE BOLT KITS - WATER DISTRIBUTIO	15.28
156253	01/08/2021	00086	FERGUSON ENTERPRISES INC	in	REPAIRS FOR CAUSTIC LINE	3.64
156254	01/08/2021	05910	FRANKLIN CONSERVATION DISTRICT	in	EDUCATION PROGRAM - WATER ON WHE	13,596.63
156260	01/08/2021	04759	GRIGG ENTERPRISES INC ACE HARDWAI	in	METER FITTINGS - WW	8.68
156265	01/08/2021	08572	HIGH DESERT MAINTENANCE INC	in	WEAR RING - PUMP 29TH & EVERETT- W'	518.02

City of Kennewick

Claims Roster

12/24/2020 - 1/8/2021

Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
156281	01/08/2021	00078	KENNEWICK INDUSTRIAL & ELEC	in	DRAWDOWN TUBE ASR REPAIR PARTS	7.65
156296	01/08/2021	05256	MCCUNE'S INSTRUMENTS	in	ANNUAL RECALIBRATION - WW	84.94
156307	01/08/2021	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	23.73
156307	01/08/2021	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	27.42
156307	01/08/2021	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	33.98
156307	01/08/2021	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	8.21
156307	01/08/2021	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	82.61
156313	01/08/2021	00917	OXARC, INC.	in	NITROGEN FOR ASR - WTP	12.07
156359	01/08/2021	03564	US LINEN AND UNIFORM	in	LINEN SERVICE	81.45
156360	01/08/2021	07925	USA BLUEBOOK HD SUPPLY FACILITIES	in	TESTING ITEMS - ONLINE ANALYZERS	406.70
156361	01/08/2021	03881	UTILITIES UNDERGROUND LOCATION CI	in	LOCATE FEES - WW	399.90
156362	01/08/2021	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	2,732.44
156366	01/08/2021	01035	WASHINGTON HARDWARE AND FURNITU	in	THERMOMETER - WTP	10.84
156372	01/08/2021	05380	WESTERN SYSTEMS FABRICATION INC	in	TV CAMERA CABLE LEADS	1,704.82
156378	01/08/2021	05471	ZIPLY FIBER NORTHWEST FIBER, LLC DE	in	TELEPHONE SVC	402.81
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	2 NEW ROOT SAWS - WWTP	1,086.20
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	TARP FOR COLD MIX - WATER DISTRIBU	37.99
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	WASHINGTON WASTEWATER COLLECTIO	340.00
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	ANNUAL PESTICIDE LICENSE RENEWAL I	264.00
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	SERVICE FEE FOR ANNUAL PESTICIDE LI	7.92
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	2 ZOOM LICENSES - (ENG & WATER/SEWE	159.39
Total amount by Department						\$ 104,919.02
050 2020 REVENUE BOND						
156213	01/08/2021	10835	ATLAS TECHNICAL CONSULTANTS, L	in	P1810 SPECIAL INSPECTIONS	8,452.41
156327	01/08/2021	07084	ROTSCHY INC	in	CONTRACT P1810-19	1,552,842.78
Total amount by Department						\$ 1,561,295.19
Total amount by Fund						\$ 1,670,117.65
402 MEDICAL SERVICES FUND						
010 MEDICAL SERVICES						
156221	01/08/2021	03495	BOUND TREE MEDICAL LLC	in	IV & GENERAL MEDICAL SUPPLIES	288.59
156221	01/08/2021	03495	BOUND TREE MEDICAL LLC	in	GENERAL MEDICAL SUPPLIES	77.51
156224	01/08/2021	07715	CARDINAL HEALTH 411, INC	in	MEDICATION	31.57
156224	01/08/2021	07715	CARDINAL HEALTH 411, INC	in	MEDICATION	144.01
156288	01/08/2021	08868	LIFE-ASSIST	in	GENERAL MEDICAL SUPPLIES	469.15
156288	01/08/2021	08868	LIFE-ASSIST	in	IV & GENERAL MEDICAL SUPPLIES	1,795.82

City of Kennebec

Claims Roster

12/24/2020 - 1/8/2021

Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
156304	01/08/2021	05532	NORCO, INC.	in	CYLINDER RENTAL - MEDICAL GASSES	23.57
156313	01/08/2021	00917	OXARC, INC.	in	OXYGEN	123.48
156313	01/08/2021	00917	OXARC, INC.	in	OXYGEN	98.03
156313	01/08/2021	00917	OXARC, INC.	in	CYLINDER RENTAL	177.24
156345	01/08/2021	07618	TELEFLEX LLC	in	IV SUPPLIES	64.62
156345	01/08/2021	07618	TELEFLEX LLC	in	IV SUPPLIES	1,115.50
156358	01/08/2021	05807	UPTOWN CLEANERS SANDRA R NINEMII	in	2019-2020 UNIFORM LAUNDRY SERVICES-	80.77
156358	01/08/2021	05807	UPTOWN CLEANERS SANDRA R NINEMII	in	2019-2020 UNIFORM LAUNDRY SERVICES-	82.38
156358	01/08/2021	05807	UPTOWN CLEANERS SANDRA R NINEMII	in	2019-2020 UNIFORM LAUNDRY SERVICES-	72.69
156358	01/08/2021	05807	UPTOWN CLEANERS SANDRA R NINEMII	in	2019-2020 UNIFORM LAUNDRY SERVICES-	101.77
156358	01/08/2021	05807	UPTOWN CLEANERS SANDRA R NINEMII	in	2019-2020 UNIFORM LAUNDRY SERVICES-	85.61
156358	01/08/2021	05807	UPTOWN CLEANERS SANDRA R NINEMII	in	2019-2020 UNIFORM LAUNDRY SERVICES-	100.16
156358	01/08/2021	05807	UPTOWN CLEANERS SANDRA R NINEMII	in	2019-2020 UNIFORM LAUNDRY SERVICES-	99.69
156358	01/08/2021	05807	UPTOWN CLEANERS SANDRA R NINEMII	in	2019-2020 UNIFORM LAUNDRY SERVICES-	85.15
156358	01/08/2021	05807	UPTOWN CLEANERS SANDRA R NINEMII	in	2019-2020 UNIFORM LAUNDRY SERVICES	85.61
156358	01/08/2021	05807	UPTOWN CLEANERS SANDRA R NINEMII	in	2019-2020 UNIFORM LAUNDRY SERVICES	95.30
156358	01/08/2021	05807	UPTOWN CLEANERS SANDRA R NINEMII	in	2019-2020 UNIFORM LAUNDRY SERVICES-	94.38
156358	01/08/2021	05807	UPTOWN CLEANERS SANDRA R NINEMII	in	2019-2020 UNIFORM LAUNDRY SERVICES-	108.23
156358	01/08/2021	05807	UPTOWN CLEANERS SANDRA R NINEMII	in	2019-2020 UNIFORM LAUNDRY SERVICES-	90.46
156358	01/08/2021	05807	UPTOWN CLEANERS SANDRA R NINEMII	in	2019-2020 UNIFORM LAUNDRY SERVICES-	90.46
156358	01/08/2021	05807	UPTOWN CLEANERS SANDRA R NINEMII	in	2019-2020 UNIFORM LAUNDRY SERVICES-	98.54
156358	01/08/2021	05807	UPTOWN CLEANERS SANDRA R NINEMII	in	2019-2020 UNIFORM LAUNDRY SERVICES-	128.31
156362	01/08/2021	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	814.73
156379	01/08/2021	06869	ZOLL MEDICAL CORPORATION	in	GENERAL MEDICAL SUPPLIES	1,047.25
156379	01/08/2021	06869	ZOLL MEDICAL CORPORATION	in	GENERAL MEDICAL SUPPLIES	253.85
156379	01/08/2021	06869	ZOLL MEDICAL CORPORATION	in	AUX. POWER SUPPLY	410.78
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	MONTHLY RX DISPOSAL FEE	16.15
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	OPERATING SUPPLIES PURCHASE - CLEA	540.91
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	OPERATING SUPPLIES PURCHASE - TRAS	11.94
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	OPERATING SUPPLIES PURCHASE - SOAP	171.72
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	OPERATING SUPPLIES PURCHASE - PAPEF	694.49
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	OPERATING SUPPLIES PURCHASE - DETE	175.06
Total amount by Department						\$ 10,045.48
Total amount by Fund						\$ 10,045.48

403 BUILDING SAFETY FUND

010 BUILDING SAFETY

City of Kennewick

Claims Roster

12/24/2020 - 1/8/2021

Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
156362	01/08/2021	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	311.81
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	BUSINESS OFFICE DEPOT OFFICE SUPPLI	59.56
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	2018 IBC W/WA AMEND. SOFT COVER (3);	2,311.71
Total amount by Department						\$ 2,683.08
Total amount by Fund						\$ 2,683.08
405 STORMWATER UTILITY FUND						
010 STORMWATER						
156250	01/08/2021	08774	FASTENAL COMPANY	in	HARDWEAR	37.42
156254	01/08/2021	05910	FRANKLIN CONSERVATION DISTRICT	in	EDUCATION PROGRAM - WATER ON WHE	3,004.87
156270	01/08/2021	05737	INTERNATIONAL BELT & RUBBER SUPPL	in	BELTS	401.19
156292	01/08/2021	03154	M & M BOLT COMPANY, LLC	in	HARDWEAR	4.43
156314	01/08/2021	06603	PAPE MACHINERY INC	in	TRACK HOE RENTAL	1,162.02
156362	01/08/2021	00030	VERIZON NORTHWEST	in	CITY WIDE CELL PHONES	338.89
156378	01/08/2021	05471	ZIPLY FIBER NORTHWEST FIBER, LLC DE	in	TELEPHONE SVC	60.23
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	ANNUAL PESTICIDE LICENSE RENEWAL I	66.00
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	SERVICE FEE FOR ANNUAL PESTICIDE LI	1.98
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	ANNUAL PESTICIDE LICENSE RENEWAL I	33.00
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	SERVICE FEE FOR ANNUAL PESTICIDE LI	0.99
Total amount by Department						\$ 5,111.02
Total amount by Fund						\$ 5,111.02
501 EQUIPMENT RENTAL FUND						
156302	01/08/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	PARTS INVENTORY	558.48
156302	01/08/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	PARTS INVENTORY	225.89
156372	01/08/2021	05380	WESTERN SYSTEMS FABRICATION INC	in	BROOMS GUTTER INVENTORY	504.99
Total amount by Department						\$ 1,289.36
010 EQUIPMENT RENTAL						
156225	01/08/2021	05050	CENTRAL HOSE & FITTINGS INC	in	FITTINGS - VEH 2105	13.05
156226	01/08/2021	01315	CENTRAL MACHINERY SALES INC	in	PART - VEH 0059	95.94
156226	01/08/2021	01315	CENTRAL MACHINERY SALES INC	in	PART - VEH 0059	129.49
156226	01/08/2021	01315	CENTRAL MACHINERY SALES INC	in	CYLINDER REPAIR - VEH 0059	1,398.02
156226	01/08/2021	01315	CENTRAL MACHINERY SALES INC	in	TRANSMISSION REPAIR - VEH 0059	8,285.83
156229	01/08/2021	05777	CLEARWATER NAPA TAYLOR AUTOMOTI	in	BATTERY CHARGER - VEH 3909	38.00
156229	01/08/2021	05777	CLEARWATER NAPA TAYLOR AUTOMOTI	in	BATTERY CHARGER - VEH 5710	51.02

City of Kennebec

Claims Roster

12/24/2020 - 1/8/2021

Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
156230	01/08/2021	01310	COLEMAN OIL COMPANY	in	FLEETWIDE FUEL ACCOUNT #0870469	13,585.56
156231	01/08/2021	00505	COLUMBIA GRAIN & FEED INC	in	PARTS - VEH W056	37.92
156235	01/08/2021	08852	COMMERCIAL TIRE	in	TIRE SERVICE - VEH 0093	183.75
156235	01/08/2021	08852	COMMERCIAL TIRE	in	TIRE SERVICE - VEH 5116	49.96
156235	01/08/2021	08852	COMMERCIAL TIRE	in	TIRES - VEH 5004	547.84
156235	01/08/2021	08852	COMMERCIAL TIRE	in	TIRES - VEH 5705	1,970.09
156235	01/08/2021	08852	COMMERCIAL TIRE	in	TIRES - VEH 2716	370.26
156240	01/08/2021	07868	CORWIN FORD - TRI CITIES CORWIN OF I	in	MOTOR - VEH 5109	27.48
156240	01/08/2021	07868	CORWIN FORD - TRI CITIES CORWIN OF I	in	SENSOR - VEH 7814	210.75
156240	01/08/2021	07868	CORWIN FORD - TRI CITIES CORWIN OF I	in	HOSE - VEH 7365	34.75
156240	01/08/2021	07868	CORWIN FORD - TRI CITIES CORWIN OF I	in	RING - VEH 2512	2.01
156240	01/08/2021	07868	CORWIN FORD - TRI CITIES CORWIN OF I	in	POTENTIOMETER - VEH 7785	87.11
156240	01/08/2021	07868	CORWIN FORD - TRI CITIES CORWIN OF I	in	RELAY - VEH 7351	35.51
156240	01/08/2021	07868	CORWIN FORD - TRI CITIES CORWIN OF I	in	MOTOR - VEH 7351	318.88
156242	01/08/2021	09827	DAY WIRELESS SYSTEMS	in	PARTS - VEH 4001	432.67
156242	01/08/2021	09827	DAY WIRELESS SYSTEMS	in	PARTS - VEH 5003	1,792.03
156242	01/08/2021	09827	DAY WIRELESS SYSTEMS	in	2020 POLICE VEHICLE UPFITS 7934, 7935, 7	17,460.15
156242	01/08/2021	09827	DAY WIRELESS SYSTEMS	in	DOOR REPAIRS - VEH 7781 AND 7782	957.77
156248	01/08/2021	00166	FARMERS EXCHANGE	in	HYDRAULIC REPAIR - VEH 3731	487.50
156248	01/08/2021	00166	FARMERS EXCHANGE	in	FILTERS - VEH 3524	74.21
156248	01/08/2021	00166	FARMERS EXCHANGE	in	HOSE - VEHICLE 3524	42.59
156255	01/08/2021	01915	FREDDIE'S TRADING POST	in	PROPANE - VEH 0204	162.57
156265	01/08/2021	08572	HIGH DESERT MAINTENANCE INC	in	POLE MOUNT - VEH 5001	358.38
156267	01/08/2021	08711	HUGHES FIRE EQUIPMENT INC	in	REPAIR - VEH 2307	226.49
156272	01/08/2021	03313	J & L HYDRAULICS	in	REPAIR - VEH 0155	1,678.08
156273	01/08/2021	01205	JACK'S SUPERIOR AUTO BODY,LLC	in	BODY REPAIR - VEH 7573	289.96
156273	01/08/2021	01205	JACK'S SUPERIOR AUTO BODY,LLC	in	REPAIR - VEH 5518	270.96
156275	01/08/2021	02285	JIFFY CAR WASH, INC.	in	FLEET CAR WASHES	651.60
156276	01/08/2021	03363	JIM'S PACIFIC GARAGES INC	in	ALIGNMENT - VEH 0150	316.57
156276	01/08/2021	03363	JIM'S PACIFIC GARAGES INC	in	HOSE - VEH 4206	28.14
156276	01/08/2021	03363	JIM'S PACIFIC GARAGES INC	in	TANK - VEH 4206	197.73
156284	01/08/2021	06243	KIMBALL MIDWEST	in	CREDIT - SHOP PARTS	-16.93
156284	01/08/2021	06243	KIMBALL MIDWEST	in	CABLE TIE DISPENSER FOR FLEET	65.16
156295	01/08/2021	02710	MAXIM CRANE WORKS	in	SENSOR - VEH 1090	64.07
156297	01/08/2021	00195	MCLOUGHLIN & EARDLEY, INC SIRENNE	in	PART - VEH 4204	271.39
156302	01/08/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	AIR FILTER - VEH 4100	71.81
156302	01/08/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	SOCKET - VEH 7352	3.56

City of Kennebec

Claims Roster

12/24/2020 - 1/8/2021

Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount \$
156302	01/08/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in OIL - VEH 3524	19.50
156302	01/08/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in FILTER - VEH 0064	10.49
156302	01/08/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in CREDIT HITCH EXTENSION - VEH 3904	-77.41
156302	01/08/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in HEATER CORE / COOLANT - VEH 0064	54.59
156302	01/08/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in FILTER - VEH 3313	50.76
156302	01/08/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in FILTER - VEH 3313	29.65
156302	01/08/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in BATTERY CHARGER - VEH 5710	50.38
156302	01/08/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in FILTER - VEH 1802	9.86
156302	01/08/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in ADAPTER - VEH 4907	30.80
156302	01/08/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in CONNECTORS - VEH 0064	25.69
156302	01/08/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in FILTER - VEH 0204	36.90
156302	01/08/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in AIR SWITCH - VEH 2105	24.12
156302	01/08/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in ANTIFREEZE - VEH 0126	15.18
156302	01/08/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in AIR FILTER - VEH 3902	8.11
156302	01/08/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in AIR FILTER - VEH 3902	13.66
156302	01/08/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in AIR FILTER - VEH 5704	13.66
156302	01/08/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in AIR FILTER - VEH 5904	8.11
156302	01/08/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in OIL FILTER - VEH 5904	3.77
156302	01/08/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in PARTS - VEH 7351	8.15
156302	01/08/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in TR. SAFETY CHAIN - VEH 4402	16.67
156302	01/08/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in HITCH PIN - VEH 5801	11.36
156302	01/08/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in AIR FILTER - VEH 5311	11.04
156302	01/08/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in OIL FILTER - VEH 5116	25.97
156302	01/08/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in HYD FLUID - VEH 0156	160.52
156302	01/08/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in AIR FILTER - VEH 0403	11.67
156302	01/08/2021	08875	NAPA PASCO AUTO PARTS THM MANAGE	in AIR FILTER - VEH 0403	9.46
156312	01/08/2021	01912	OWEN EQUIPMENT COMPANY	in PLATES - VEH 5116	1,779.71
156312	01/08/2021	01912	OWEN EQUIPMENT COMPANY	in MOUNT - VEH 5116	113.47
156323	01/08/2021	05903	RATTLESNAKE MOUNTAIN HARLEY-DAV	in REAR TIRE SERVICE - VEH 7233	308.34
156325	01/08/2021	03691	RMT EQUIPMENT	in PART - VEH 3313	48.17
156326	01/08/2021	04618	RODDA PAINT COMPANY	in PAINT FOR FLEET BAYS	89.44
156329	01/08/2021	09107	RWC INTERNATIONAL LTD	in REPAIR - VEH 0155	1,041.12
156336	01/08/2021	01022	SNAP ON INDUSTRIAL	in HEX BIT FOR FLEET	9.51
156348	01/08/2021	07982	TITAN TRUCK EQUIPMENT	in PLOW SHOES - VEH 3317	224.91
156359	01/08/2021	03564	US LINEN AND UNIFORM	in LINEN SERVICE	64.61
156362	01/08/2021	00030	VERIZON NORTHWEST	in CITY WIDE CELL PHONES	78.81
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in LICENSE AND REGISTRATION VEHICLE 50	59.00

City of Kennewick

Claims Roster

12/24/2020 - 1/8/2021

Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount \$
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in PARTS FOR VEHICLE 2105	888.57
Total amount by Department					\$ 58,648.00
Total amount by Fund					\$ 59,937.36
502 CENTRAL STORES FUND					
156259	01/08/2021	01775	GRAINGER	in BATTERY INVENTORY	228.08
156341	01/08/2021	02536	STAPLES ADVANTAGE STAPLES CONTRA	in INVENTORY CLOROX WIPES	10.30
Total amount by Department					\$ 238.38
010 CENTRAL STORES					
156206	01/08/2021	01526	ABADAN	in COPIER MAINTENANCE BIZHUB C450I CI	82.93
156206	01/08/2021	01526	ABADAN	in COPIER MAINTENANCE BH C458 - FINAN	273.52
156206	01/08/2021	01526	ABADAN	in COPIER MAINTENANCE - SOUTHRIDGE, F	430.56
156206	01/08/2021	01526	ABADAN	in COPIER MAINTENANCE BIZHUB C3110 ST	48.39
156206	01/08/2021	01526	ABADAN	in COPIER MAINTENANCE - KPD ADMIN & E	218.81
156287	01/08/2021	06743	LEAF CAPITAL FUNDING LLC	in COPIER RENTAL FINANCE C458 & KPD 65	387.25
156287	01/08/2021	06743	LEAF CAPITAL FUNDING LLC	in COPIER RENTAL - CITY HALL KONICA MI	181.37
156287	01/08/2021	06743	LEAF CAPITAL FUNDING LLC	in COPIER RENTAL - CITY ATTORNEY KONIC	166.17
156287	01/08/2021	06743	LEAF CAPITAL FUNDING LLC	in COPIER RENTAL- FROST CREW, PURCH, C	1,214.72
Total amount by Department					\$ 3,003.72
Total amount by Fund					\$ 3,242.10
503 RISK MANAGEMENT FUND					
010 RISK MANAGEMENT					
156207	01/08/2021	08874	ADEN MASONRY INC	in REPAIR DAMAGED STONE - 27TH / VANCC	5,866.70
156220	01/08/2021	02995	BENZ AIR ENGINEERING	in DAMAGED EXHAUST HOSE - STATION 5	1,055.59
156239	01/08/2021	00013	CORE & MAIN LP	in DAMAGED HYDRANT - CLEARWATER & 3	2,788.41
156268	01/08/2021	03667	INDUSTRIAL HEARING SERVICES INC	in PROFESSIONAL SERVICES	2,800.00
156268	01/08/2021	03667	INDUSTRIAL HEARING SERVICES INC	in PROFESSIONAL SERVICES	45.00
156273	01/08/2021	01205	JACK'S SUPERIOR AUTO BODY,LLC	in KPD CHIEF'S VEHICLE #7785	1,121.60
156362	01/08/2021	00030	VERIZON NORTHWEST	in CITY WIDE CELL PHONES	51.31
156373	01/08/2021	02368	WESTERN SYSTEMS INC	in CONTROL CABINET	6,806.64
156374	01/08/2021	10401	WHECO CORPORATION	in REPAIRS - FORD F550 AMB	2,651.28
Total amount by Department					\$ 23,186.53
370 GAINS/LOSSES AND OTHER INCOME					

City of Kennebec

Claims Roster

12/24/2020 - 1/8/2021

Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
156340	01/08/2021	04478	ST PAUL FIRE & MARINE	in	CLAIM V2Z4198	35,852.96
Total amount by Department						\$ 35,852.96
Total amount by Fund						\$ 59,039.49
611 FIREMEN'S PENSION FUND						
010 FIREMEN'S PENSION						
156199	01/05/2021	00122	GRAVES MARJORIE	in	LEOFF 1 PENSION	2,618.65
Total amount by Department						\$ 2,618.65
Total amount by Fund						\$ 2,618.65
612 OPEB TRUST FUND						
010 OPEB TRUST FUND						
156208	01/08/2021	00024	ADKINS WILLIAM	in	RETIREE MEDICAL	144.60
156223	01/08/2021	00185	BUCK, GARY E	in	RETIREE MEDICAL	144.60
156237	01/08/2021	00128	COMSTOCK WILLIAM J	in	RETIREE MEDICAL	5,028.50
156244	01/08/2021	00324	DUNCAN LARRY	in	RETIREE MEDICAL	144.60
156245	01/08/2021	01894	EASLING, CONNIE	in	RETIREE MEDICAL	144.60
156249	01/08/2021	00041	FARNKOFF, ROBERT C	in	RETIREE MEDICAL	144.60
156251	01/08/2021	00058	FEARING, DOUG	in	RETIREE MEDICAL	144.60
156257	01/08/2021	00181	GIER, CHARLES W.	in	RETIREE MEDICAL	144.60
156258	01/08/2021	00134	GONDERMAN, DAVID A	in	RETIREE MEDICAL	144.60
156261	01/08/2021	00062	GROSS ROBERT	in	RETIREE MEDICAL	135.50
156262	01/08/2021	00455	HEIMBIGNER MICHAEL	in	RETIREE MEDICAL	144.60
156266	01/08/2021	06744	HIRSCHEL ARTHUR D	in	RETIREE MEDICAL	104.90
156277	01/08/2021	03891	JOPLIN ALAN	in	RETIREE MEDICAL	144.60
156278	01/08/2021	00065	JUERGENS, CURT	in	RETIREE MEDICAL	144.60
156285	01/08/2021	00060	KRAFT, JAMES	in	RETIREE MEDICAL	144.60
156293	01/08/2021	00050	MACE, BILL	in	RETIREE MEDICAL	144.60
156294	01/08/2021	00052	MAPLETHORPE, JOHN G., JR	in	RETIREE MEDICAL	144.60
156309	01/08/2021	00142	O'HAIR, RONALD L	in	RETIREE MEDICAL	144.60
156317	01/08/2021	05554	PENNEY MICHAEL	in	RETIREE MEDICAL	134.00
156324	01/08/2021	00145	REMUS, LARRY J	in	RETIREE MEDICAL	133.60
156328	01/08/2021	00147	RUMLEY, LARRY M	in	RETIREE MEDICAL	115.60
156330	01/08/2021	01821	SCHARNHORST, DEAN	in	RETIREE MEDICAL	144.60
156332	01/08/2021	00148	SHAW, LEONARD	in	RETIREE MEDICAL	144.60
156335	01/08/2021	00150	SLEATER, LARRY L	in	RETIREE MEDICAL	144.60
156338	01/08/2021	00066	SOUTHWICK, JOHN J., JR.	in	RETIREE MEDICAL	144.60

City of Kennewick
Claims Roster

12/24/2020 - 1/8/2021

Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
156354	01/08/2021	01318	TRIPP, GREG	in	RETIREE MEDICAL	135.50
156363	01/08/2021	00152	VICKERMAN THOMAS	in	RETIREE MEDICAL	144.60
156365	01/08/2021	08584	WAGNER BRIAN	in	RETIREE MEDICAL	137.60
156369	01/08/2021	09944	WATERS DENNIS	in	RETIREE MEDICAL	144.60
156375	01/08/2021	00154	WILLEBY, DONALD R	in	RETIREE MEDICAL	5,264.84
156376	01/08/2021	02997	WILLIAMS GARY	in	RETIREE MEDICAL	135.50
156377	01/08/2021	01415	WILLIAMS, KEN	in	RETIREE MEDICAL	135.50
Total amount by Department						\$ 14,497.64
Total amount by Fund						\$ 14,497.64
634 BI-COUNTY POLICE INFO NETWORK						
010 BI-COUNTY POLICE INFO NETWORK						
156236	01/08/2021	06375	COMPUNET INC	in	BIPIN VMWARE RENEWAL	11,222.51
Total amount by Department						\$ 11,222.51
Total amount by Fund						\$ 11,222.51
642 METRO DRUG FORFEITURE FUND						
156279	01/08/2021	02598	KELLY, RYAN	in	BUY FUNDS	10,000.00
Total amount by Department						\$ 10,000.00
010 NONE						
156230	01/08/2021	01310	COLEMAN OIL COMPANY	in	FUEL - UC VEH #2 / DRIVER 9879809	14.45
156241	01/08/2021	07711	CULLIGAN WATER CONDITIONING	in	WATER DELIVERY	50.99
156298	01/08/2021	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	83.57
156298	01/08/2021	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
156378	01/08/2021	05471	ZIPLY FIBER NORTHWEST FIBER, LLC DE	in	TELEPHONE SVC	158.93
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	MONTHLY POSTAGE FEE	19.54
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	EQUIPMENT/TOOLS NEEDED FOR SEIZED	130.29
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	RETURN / REIMBURSEMENT OF WRONGL	-103.16
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	EQUIPMENT/TOOLS NEEDED FOR SEIZED	119.44
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	FUEL ADDITIVE FOR SEIZED VEHICLE ST	10.31
300434	01/08/2021	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	YEARLY SUBSCRIPTION FOR COVERT TR	1,342.30
Total amount by Department						\$ 1,880.91
Total amount by Fund						\$ 1,880.91

City of Kennewick

Claims Roster

12/24/2020 - 1/8/2021

Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount \$
Grand Total:					<u><u>\$ 2,725,041.87</u></u>

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



Dan Legard, Finance Director

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

Check numbers 156187 through 156380	\$ 2,677,772.59
Wire transfer number 300434	47,269.28

Total	<u><u>\$ 2,725,041.87</u></u>
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The above total excludes checks written for payment of refunds and collected amounts due to other entities.

Exceptions:

Council Agenda Coversheet



Agenda Item Number	3.b.(2)	Council Date	01/19/2021
Agenda Item Type	General Business Item		
Subject	Toyota Center/Arena Accounts		
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

Staff recommends that Council approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for November 2020.

Motion for Consideration

I move to approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for November 2020 in the amount of \$149,462.60, comprised of check numbers 21700-21735 in the amount of \$27,810.31 and electronic transfers in the amount of \$121,652.29.

Summary

None.

Alternatives

None.

Fiscal Impact

Total \$149,462.60.

Through	Denise Winters Jan 05, 16:49:57 GMT-0800 2021
Dept Head Approval	Dan Legard Jan 06, 08:14:03 GMT-0800 2021
City Mgr Approval	Marie Mosley Jan 14, 16:58:58 GMT-0800 2021

Attachments:

Recording Required?

**Toyota Center and Toyota Arena
Operations Claims Roster
November 2020**

Num	Date	Name	Memo	Account	Paid Amount
21700-21723	11/12/2020	VOID: Print error for entire sequence, reprinted 11/12/2020		1006.1 · Sterling Operating Account	0.00
21724	11/12/2020	Advanced Protection Services, Inc.		1006.1 · Sterling Operating Account	
P 79723	10/28/2020	Advanced Protection Services, Inc.	Toyota Center Annual Fire Alarm Inspection	2000 · Accounts Payable-Operations	0.00
R 124868	10/30/2020	Advanced Protection Services, Inc.	Toyota Center Ammonia Monitoring 11/1/20-11/30/20	2000 · Accounts Payable-Operations	0.00
R 124867	10/30/2020		Toyota Arena Fire Monitoring 11/1/20-11/30/20	8039 · Security & Fire Alarm System	-17.31
R 124869	10/30/2020		Toyota Center Fire Monitoring 11/1/20-11/30/20	8039 · Security & Fire Alarm System	-73.79
R 124871	10/30/2020		Vault Security Monitoring 11/1/20-11/30/20	8039 · Security & Fire Alarm System	-43.39
R 124870	10/30/2020		Temperature Monitoring 11/1/20-11/30/20	8039FB · Sec & Fire Alarm, Food & Bev	-43.39
					<u>-177.88</u>
21725	11/12/2020	Amerigas	0910002962	1006.1 · Sterling Operating Account	
3113371029	10/30/2020		Propane	8033 · Propane	-567.11
					<u>-567.11</u>
21726	11/12/2020	Apollo Inc		1006.1 · Sterling Operating Account	
940030712	10/21/2020		Thermostat Service-09/2/20	8038 · Repairs & Maintenance-HVAC	-165.07
940030952	11/02/2020		HVAC Maintenance Contract-November Billing	8038 · Repairs & Maintenance-HVAC	-1,902.67
					<u>-2,067.74</u>
21727	11/12/2020	Benton Franklin District Health		1006.1 · Sterling Operating Account	
Stand D/Chick Little	11/01/2020		Stand D and Chicken Little Renewal Fees	8012.01 · Licenses & Permits, F&B	-200.00
Kiosk/Munchies	11/01/2020		Kiosk and Munchies Renewal Fees	8012.01 · Licenses & Permits, F&B	-200.00
Main/Buff/Bar	11/01/2020		Main Kitchen, Buffet, and Bar Renewal Fees	8012.01 · Licenses & Permits, F&B	-725.00
StandW/Mac	11/01/2020		Stand W/ MacDaddy Renewal Fees	8012.01 · Licenses & Permits, F&B	-200.00
ToyotaArena	11/01/2020		Toyota Arena Renewal Fee	8012.01 · Licenses & Permits, F&B	-100.00
StandB/Snack	11/01/2020		Stand B/Snack Shack Renewal Fees	8012.01 · Licenses & Permits, F&B	-100.00
StandA/Poutine	11/01/2020		Stand A/ The Poutinerie Renewal Fees	8012.01 · Licenses & Permits, F&B	-250.00
					<u>-1,775.00</u>
21728	11/12/2020	Canon Solutions America (Oce)	BHA806	1006.1 · Sterling Operating Account	
4034472581	11/01/2020		QHM07777 Copier Usage 10/24/20-11/23/20	8007 · Printing & Copiers	-27.98
					<u>-27.98</u>
21729	11/12/2020	City of Kennewick-Grounds Maintenance	3rd Quarter 2020 Ground Maintenance	1006.1 · Sterling Operating Account	
14554	10/13/2020		3rd Quarter 2020 Ground Maintenance	8044 · Repairs & Maintenance-Grounds	-5,490.45
					<u>-5,490.45</u>
21730	11/12/2020	City of Kennewick-Water	Water Usgae 8/26/20-10/25/20	1006.1 · Sterling Operating Account	
SRV8/26-10/25/20	10/27/2020		Water Usgae 8/26/20-10/25/20	8036.4 · Water	-4,443.08
					<u>-4,443.08</u>
21731	11/12/2020	Cougar Digital Marketing & Design LLC	Website Maintenance and Updates	1006.1 · Sterling Operating Account	
7089	11/01/2020		Website Maintenance and Updates	8003 · Non-Event Advertising	-349.00
					<u>-349.00</u>
21732	11/12/2020	Devfuzion		1006.1 · Sterling Operating Account	
W-14792	10/31/2020		Website Hosting-October Billing	8094 · Outside Services	-30.00
14962	11/02/2020		Website Changes-November 2020 Charges	8094 · Outside Services	-225.00
					<u>-255.00</u>
21733	11/12/2020	Spectrum Business	Internet and Phone Services 10/26/20-11/25/20	1006.1 · Sterling Operating Account	
08839924102620	10/26/2020		Internet Services 10/26/20-11/25/20	8034.3 · Internet	-1,719.98
			Phone Services 10/26/20-11/25/20	8034.1 · Telephone	-907.02
					<u>-2,627.00</u>
21734	11/12/2020	The UPS Store	PO#3378, Window and Floor Covid Clings	1006.1 · Sterling Operating Account	
11092020F	11/09/2020		PO#3378, Window and Floor Covid Clings	8005 · Office Supplies	-365.99
					<u>-365.99</u>
21735	11/12/2020	VenuWorks, Inc.	November 2020 Management Fee	1006.1 · Sterling Operating Account	
16938	11/01/2020		November 2020 Management Fee	8124 · VenuWorks Management Fee	-9,664.08
					<u>-9,664.08</u>

**Toyota Center and Toyota Arena
Operations Claims Roster
November 2020**

Num	Date	Name	Memo	Account	Paid Amount
AUTO	11/26/2020	American Payment Solutions	Credit card processing Nov 2020	1006.1 - Sterling Operating Account	
			Credit card processing Nov 2020	8109 - Credit Card Fees	-35.45
					-35.45
TRANSFER	11/27/2020	Three Rivers Convention Center1	Payroll transfer through P/end 7/19/20	1006.1 - Sterling Operating Account	
			Payroll transfer through P/end 7/19/20	2215 - Due To (From) Convention Center	-121,494.64
					-121,494.64
AUTO	11/30/2020	USAePay	CC processing setup for TOYO - Nov 2020	1006.1 - Sterling Operating Account	
			CC processing setup for Center - Nov 2020	8109 - Credit Card Fees	-12.50
			CC processing setup for Arena - Nov 2020	8109 - Credit Card Fees	-12.50
					-25.00
AUTO	11/30/2020	Ignite Payment Systems	Card processing fees - TOYO Oct 2020	1006.1 - Sterling Operating Account	
			Card processing fees - TOYO Oct 2020	8109 - Credit Card Fees	-55.80
			Card processing fees - ARENA Oct 2020	8109 - Credit Card Fees	-33.45
					-89.25
Total Paid					149,454.65

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 21700-21735	\$ 27,810.31
Electronic transfers	121,644.34
Total	<u>\$ 149,454.65</u>

Exceptions:

**Toyota Center and Toyota Arena
Box Office Claims Roster
November 2020**

Num	Date	Name	Memo	Account	Paid Amount
AUTO	11/30/2020	American Express	AMEX fees	1006.3 - Sterling Box Office Account	
			AMEX Fees - Nov 2020	8109 - Credit Card Fees	-7.95
					<u>-7.95</u>
			Total Paid		7.95

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



Dan Legard, Finance Director

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

Electronic transfers		\$ 7.95
	Total	<u>\$ 7.95</u>

Exceptions:

**Council Agenda
Coversheet**



Agenda Item Number	3.c.	Council Date	01/19/2021
Agenda Item Type	General Business Item		
Subject	Payroll Roster for PPE 12/31/2020		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

Consent Agenda

Ordinance/Reso

Public Mtg / Hrg

Other

Quasi-Judicial

Recommendation

That council approve the Payroll Roster.

Motion for Consideration

I move to approve the Payroll Roster for 12/31/2020 in the amount of \$1,943,926.50 comprised of check numbers 74959 through 74962 and direct deposit numbers 187770 through 188175.

Summary

None.

Alternatives

None.

Fiscal Impact

Total \$1,943,926.50.

Through	
Dept Head Approval	Dan Legard Jan 04, 13:33:29 GMT-0800 2021
City Mgr Approval	Marie Mosley Jan 14, 16:59:32 GMT-0800 2021

Attachments: payroll roster

Recording Required?

January 19, 2021

All Departments:

December 31, 2020

ADMINISTRATIVE TEAM	2,808.00
CITY COUNCIL	4,525.00
CITY MANAGER	12,760.04
CIVIL SERVICE	2,001.00
COMMUNITY PLANNING & ECONOMIC DEVELOPMENT	25,622.94
EMPLOYEE & COMMUNITY RELATIONS	46,528.65
ENGINEERING	53,484.80
FACILITIES & GROUNDS	65,531.38
FINANCE	85,820.94
FIRE	106,943.73
LEGAL SERVICES	22,673.95
MANAGEMENT SERVICES	77,862.45
POLICE	457,500.88
	<hr/>
Subtotal General Fund	964,063.76
STREETS	20,692.69
TRAFFIC	27,933.65
	<hr/>
Subtotal Street Fund	48,626.34
BI-PIN	9,929.33
BUILDING SAFETY	43,627.91
COMMUNITY DEVELOPMENT	4,025.18
CRIMINAL JUSTICE	77,310.27
EQUIPMENT RENTAL	11,787.23
MEDICAL SERVICES	334,110.74
RISK MANAGEMENT	3,772.49
STORMWATER UTILITY	16,196.62
WATER & SEWER	154,152.51
	<hr/>
Subtotal Other Funds	654,912.28
Total Salaries and Wages	1,667,602.38
<u>Benefits:</u>	
Industrial Insurance	35,470.75
Medical Retirement Account	3,412.50
Retirement	137,894.12
Social Security (FICA)	97,566.58
WA Family Leave	1,980.17
	<hr/>
	276,324.12
Total Benefits	
Grand Total	<u><u>\$1,943,926.50</u></u>

I, Dan Legard, Finance Director, at the direction of the Council, do hereby certify that the Payroll hereinabove specified is approved for payment in the amount of \$1,943,926.50 comprised of check numbers 74959 through 74962 and direct deposit numbers 187770 through 188175.

Approved for payment:



Dan Legard, Finance Director

Council Agenda Coversheet	Agenda Item Number	3.d.	Council Date	01/19/2021	Consent Agenda	<input checked="" type="checkbox"/>	
	Agenda Item Type	Contract/Agreement/Lease				Ordinance/Reso	<input type="checkbox"/>
	Subject	Property Purchase and Sale Agreement				Public Mtg / Hrg	<input type="checkbox"/>
	Ordinance/Reso #		Contract #		Other	<input type="checkbox"/>	
	Project #		Permit #		Quasi-Judicial	<input type="checkbox"/>	
	Department	Fire Department					

Recommendation

Staff recommends the City Council authorize the Mayor to sign the Purchase and Sale Agreement for the commercial property purchase.

Motion for Consideration

I move to authorize the Mayor to sign the Purchase and Sale Agreement with RCCH Trios Health, LLC.

Summary

Kennewick's Fire Station #1 is currently located at 600 S. Auburn St and serves the east side of the City. Originally constructed in 1976, this structure has reached the end of its useful life after 45 years of dedicated use. Based on today's code requirements and fire department needs, it will require a substantial financial investment to renovate the station in order to continue using it as a functional fire station. In addition, neither the current building nor current property location are of sufficient size to house a remodeled working fire station, administrative offices, and a future fire department centralized storage building.

Kennewick Fire Department (KFD) is seeking Council approval to purchase property and/or to authorize the Mayor to sign the purchase and sale agreement for the relocation of current Fire Station #1, Fire Administration, and a future KFD central storage building.

The proposed 2.504 acre property for sale is situated between the medical building off 10th Ave and Dayton St, and the Trios Women's & Children's Hospital Shipping & Receiving warehouse, stretching between W. 8th Ave and W. 10th Ave.

KFD has spent time reviewing the location of this property and feels strongly that it will meet both current and future operational needs. Additionally, we believe the ability for apparatus to respond directly onto W. 10th Ave will assist in reducing 9-1-1 response times to several of the fire and medical emergency incidents that occur in Fire Station #1's primary response area, as well as when assisting other fire station areas on larger incidents.

Alternatives

N/A

Fiscal Impact

Costs include the following:
 \$225,000.00 - Property
 \$ 16,304.66 - 25' easement (runs the length of the property)
 \$241,304.66 - Total Purchase Price

Through		Attachments: <input type="text" value="Agreement"/>
Dept Head Approval	Chad Michael Jan 13, 11:23:02 GMT-0800 2021	
City Mgr Approval	Marie Mosley Jan 14, 17:11:02 GMT-0800 2021	
		<input type="checkbox"/> Recording Required?

NON-REFERRAL SOURCE CERTIFICATION

From: City of Kennewick, Washington (“Buyer”)
To: RCCH Trios Health, LLC (“Recipient”)
Regarding: Contract for Sale of Real Estate relating to sale of a portion of the Trios Women’s and Children’s Hospital Campus, Kennewick, WA

The undersigned hereby represents and warrants to Recipient that the undersigned is not a Referral Source (as hereinafter defined) and that no ownership or beneficial interest in the undersigned is owned or held by any Referral Source.

As used herein:

- A. “**Referral Source**” means:
 - (i) a physician, an immediate family member or member of a physician’s immediate family, an entity owned in whole or in part by a physician or by an immediate family member or member of a physician’s immediate family or by any other Person (as hereinafter defined) who makes, who is in a position to make, or who could influence the making of referrals of patients to any health care facility; and/or
 - (ii) any Person or entity which is an Affiliate of any Person or other entity described in clause (i) above.
- B. As used herein, “**Immediate family member or member of a physician’s immediate family**” means: husband or wife, birth or adoptive parent, child, or sibling, stepparent, stepchild, stepbrother, or stepsister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, grandparent or grandchild, and spouse of a grandparent or grandchild.
- C. As used herein, “**Affiliate**” means any Person which directly or indirectly controls or is controlled by or is under common control with a Referral Source. For purposes of this definition, “control” (including the correlative meanings of the terms “controlled by” and “under common control with”), as used herein, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, through the ownership of voting securities, partnership interests or other equity interests.
- D. As used herein, “**Person**” means any one or more natural persons, corporations, partnerships, limited liability companies, firms, trusts, trustees, governments, governmental authorities or other entities.

The undersigned acknowledges and agrees that the representations and warranties set forth above are and shall be relied upon by Recipient and/or its Affiliates in connection with certain transactions referenced above, and any other transactions involving the undersigned.

BUYER:

CITY OF KENNEWICK, WASHINGTON

(Signature)

Printed Name: _____

Date: _____

EXECUTION VERSION

CONTRACT FOR SALE OF REAL ESTATE

(to be created Lots 2 and 4 of Trios Women’s and Children’s Hospital Campus, Kennewick, Benton County, WA)

THIS CONTRACT FOR SALE OF REAL ESTATE (this “Agreement”) is made and entered into as of the Execution Date (as defined in Section 2.2 herein) by and between RCCH TRIOS HEALTH, LLC, a Delaware limited liability company (“Seller”), and CITY OF KENNEWICK, WASHINGTON, a municipal corporation (“Buyer”). Buyer and Seller are collectively referred to in this Agreement as the “Parties” and each individually as a “Party”.

RECITALS

This Agreement is made with reference to the following facts and objectives:

A. Seller is the owner of certain real property consisting of approximately 16.033 acres located at 900 South Auburn Street, Kennewick, Benton County, Washington 99336, known as the campus of Trios Women’s and Children’s Hospital and more particularly depicted on **Exhibit A** attached hereto (the “Campus Parcel”).

B. Seller desires to sell to Buyer and Buyer desires to purchase from Seller (a) that portion of the Campus Parcel more particularly depicted on **Exhibit B** attached hereto and containing approximately 2.504 acres (the “Land”), (b) all improvements on such Land, including, without limitation, all buildings and related facilities with all systems, fixtures, machinery, equipment and conduits to provide fire protection, security, heat, exhaust, ventilation, air conditioning, electrical power, light, plumbing, refrigeration, gas, sewer, water and other services (the “Improvements”), and all privileges, rights, easements, hereditaments, and appurtenances thereunto belonging (the “Appurtenant Rights”; together with the Land and the Improvements referred to herein as the “Property”), all on the terms and conditions set forth in this Agreement.

C. As a condition to the transfer of the Property by Seller to Buyer, Seller, as grantor, and Buyer, as grantee, must enter into an easement agreement in a form mutually acceptable to Seller and Buyer (the “Easement”) whereby Buyer will be granted a non-exclusive, appurtenant easement for vehicular and pedestrian ingress and egress and underground utilities upon and across the portion of the Campus Parcel depicted as the “easement area” on **Exhibit B** attached hereto (the “Easement Area”).

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into this Agreement, the premises and the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Sale of Property.**

1.1 Purchase and Sale. Seller agrees to sell, and Buyer agrees to purchase, pursuant to the provisions of this Agreement, all of Seller's right, title, and interest in and to the Property.

2. Purchase Price.

2.1 Purchase Price. The purchase price (a) for the Property shall be \$225,000 and (b) for the Easement shall be \$16,304.66, or cumulatively \$241,304.66 (the "Purchase Price").

2.2 Payment of Purchase Price. At Closing (as defined in Section 4), Buyer shall deposit with Cascade Title Company, 8203 West Quinault Avenue, Suite #10, Kennewick, WA 99336; Attention: Rachel Hannah ("Escrow Agent" or "Title Company"), in cash or other immediately available funds, an amount equal to the Purchase Price, subject to such adjustments and prorations as are expressly set forth in this Agreement.

2.3 Evaluation Period. At any time prior to the expiration of ninety (90) days after the Execution Date (the "Evaluation Period"), Buyer may, for any reason or for no reason, in Buyer's sole and absolute discretion, terminate this Agreement by giving written notice thereof to Seller. During the Evaluation Period, Buyer may (a) evaluate and study the Property to confirm the suitability of the Property for its contemplated use and the availability of all necessary permits and governmental approvals for such intended uses, and (b) examine the physical condition of the Property (including an analysis of the environmental condition of the Property). Upon not less than 24 hours written notice, during the Evaluation Period, Buyer and Buyer's agents, employees, and independent contractors, may enter into and upon the Property at reasonable times for the purpose of inspecting and testing the same and Seller hereby grants Buyer the right to go into and upon the Property during the Evaluation Period, at Buyer's expense, to make such surveys, tests, and other site analyses as Buyer may require, including intrusive sampling and testing (provided, however, before conducting any intrusive testing, Buyer shall give Seller 48 hours advance written notice describing the testing to be performed so that Seller may have a representative on the Property during such testing). Because Seller will be providing healthcare services on the Property during the Evaluation Period, Seller shall have the right to approve the time for any physical inspections of the Property and Seller may condition such inspections on Seller having a representative physically accompany Buyer or its agents during such inspections. Buyer shall indemnify Seller against all losses, damages, expenses, and claims that may arise by reason of Buyer's entry into and upon and testing of the Property pursuant to this Section and shall repair any damage to the Property caused by such entry. The "Execution Date" shall mean the date on which the last of Buyer and Seller signs this Agreement.

3. Title Matters.

3.1 Title Report. Within ten (10) days after the Execution Date, Buyer, at Buyer's sole cost, shall order from Title Company and upon receipt furnish to Seller and its legal counsel a title report (the "Title Report") together with copies of the documents and instruments relating thereto. Buyer shall pay the cost associated with the preparation of the Title Report. Buyer shall pay the cost associated with the preparation of the Title Report. Buyer shall have until the date that is ten (10) days before the expiration of the Evaluation Period (the "Title Objection Deadline") to object in writing ("Buyer's Title Objections Letter") to any exception to title set forth in the Title Report (except for all monetary liens, which are hereby objected to and shall be removed by Seller on or before the Closing Date) and any Survey Matters (as defined in Section 3.2 herein) (collectively, such objections to title and Survey Matters being referred to herein as the "Disapproved Items"). In the event that Buyer does not timely provide Seller with written

notice of an objection to any exception to title in accordance with this Section, Buyer shall be deemed to have approved such exception to title. In the event that Buyer provides written objections to any exception to title, Seller shall have thirty (30) days from its receipt of such objections to remove the Disapproved Items. Seller shall provide Buyer with written notice within such thirty (30) day period whether Seller can or will agree to attempt to remove the Disapproved Items. In the event Seller agrees in such notice to cure such Disapproved Items, Seller shall pursue such cure prior to the Closing Date. In the event Seller fails to give Buyer written notice during such 30-day period that Seller will cure such Disapproved Items, Buyer may elect, in its sole and absolute discretion, at any time during the Evaluation Period to either (i) terminate this Agreement by providing written notice of such termination to Seller, or (ii) waive its objections to the Disapproved Items that Seller cannot or is unwilling to remove and proceed to Closing.

3.2 Binding Site Plan and Survey Matters. Prior to Closing, Seller shall submit an application for a binding site plan (the "Binding Site Plan") to the appropriate governmental department/agency in order to cause the Land to be subdivided out of the Campus Parcel so that the Land is comprised of one (1) or two (2) subdivided legal lots. During the Evaluation Period, Buyer, at its sole cost, may cause a survey of the Land (the "ALTA Survey") to be prepared by a surveyor licensed in the State of Washington and selected by Buyer. Seller shall pay the costs associated with (a) the preparation of the Binding Site Plan and (b) obtaining all governmental approvals relating to the Binding Site Plan (provided, however, Seller shall not be required to make any improvements to the Land or the Campus Parcel as a condition to obtaining any governmental approvals of the Binding Site Plan). Buyer shall have the right to object to any matters disclosed by the ALTA Survey (the "Survey Matters") in Buyer's Title Objections Letter prior to the Title Objections Deadline.

3.3 Title Policy. Title to the Property shall be good and marketable and shall be free and clear of all liens, restrictions, easements, and other encumbrances and title objections, except for the Permitted Exceptions (as defined herein). Title shall be insured by an 2006 ALTA Standard Coverage Owner's Policy of Title Insurance (the "Title Policy") issued by Title Company in the full amount of the Purchase Price insuring fee simple title to the Property in Buyer, subject only to (a) the Use Restrictions (as defined in Section 3.4 herein), (b) any easements created in connection with the subdivision of the Campus Parcel otherwise required by the governing authorities which must approve the Binding Site Plan, whether such easements are created by the Binding Site Plan or by a separate instrument, and/or (c) any exceptions to title and Survey Matters approved or deemed approved by Buyer pursuant to this Section 3 (collectively, the "Permitted Exceptions"). Seller shall pay the cost of the Title Policy in the face amount of the Purchase Price (exclusive of the premium charges for extended coverage or any endorsements requested by Buyer to the Title Policy). Buyer shall have the right, in its discretion and at its expense, to obtain endorsements to the Title Policy.

3.4 Deed. On or prior to the Closing Date, Seller shall deposit with the Escrow Agent a bargain and sale deed (limited warranty deed) (the "Deed") in form and substance reasonably acceptable to Buyer, duly executed and acknowledged by Seller and in recordable form, effective to convey to Buyer fee simple title to the Property in accordance with this Agreement, but containing the use restrictions more particularly described in **Exhibit C** (the "Use Restrictions"), and otherwise free and clear of all exceptions except for the Permitted Exceptions.

4. **Closing.** The "Closing Date" (or "Closing") shall be the date that the Deed is recorded in the official property records of the county in which the Land is located, and shall occur within thirty (30) days after the later of (a) the expiration of the Evaluation Period, (b) the date on which the Binding Site Plan is recorded in the land records for Benton County, Washington, or (c) the date on which Seller fully vacates

the Improvements on the Land. Buyer and Seller acknowledge and agree that Seller does not anticipate vacating the Improvements on the Land prior to April 1, 2021. The sale contemplated by this Agreement shall be consummated as follows:

4.1 Seller's Deliverables. No later than the Closing Date, Seller shall cause to be deposited with the Escrow Agent, for recordation and delivery to Buyer upon Closing, the following items:

- (a) the Deed;
- (b) a Non-Foreign Status Certificate pursuant to Internal Revenue Code §1445 duly executed by Seller in a form reasonably acceptable to Buyer;
- (c) a settlement statement to be prepared by Escrow Agent and agreed to by the Parties (the "Settlement Statement");
- (d) the Easement; and
- (e) any additional documents as may be reasonably required by the Buyer's legal counsel to consummate the Closing, including without limitation, a so-called Commercial Owner's Affidavit on Title Company's standard form (subject to reasonable and customary modifications by Seller).

4.2 Buyer's Deliverables. On or before the Closing Date, Buyer shall deliver or cause to be delivered to the Escrow Agent, the following items:

- (a) payment of the Purchase Price, as adjusted as set forth on the Settlement Statement;
- (b) an affidavit in form provided by Seller (and that is reasonably acceptable to Buyer) and executed by Buyer certifying that it is not a "blocked person" under regulations of the Office of Foreign Asset Control (the "OFAC") of the Department of Treasury (including those named on OFAC's Special Designated and Blocked Persons list) or under any statute, executive order (including Executive Order 13224), the USA Patriot Act or any other governmental action;
- (c) the Easement; and
- (d) any additional documents as may be reasonably required by the Escrow Agent to consummate the Closing, including, without limitation, a signed counterpart of the Settlement Statement.

4.3 Seller's Costs. Seller shall, prior to or simultaneously with Closing, pay the following costs: (a) all real property taxes due on the Property prior to the Closing Date, if any; (b) one-half (1/2) of the Escrow Agent's fees (not to exceed \$500); (c) all fees and expenses of Seller's counsel; (d) the costs of the standard Title Policy (exclusive of the premium charges for extended coverage or any endorsements thereto); and (e) the costs of the Binding Site Plan.

4.4 Buyer's Costs. Buyer shall, prior to or simultaneously with Closing, pay the following costs: (a) the premium charges for any endorsements requested by Buyer to the Title Policy and/or the additional premium attributable for extended coverage or any endorsements thereto; (b) one-half (1/2) of the Escrow Agent's fees; (c) all costs of recording documents and instruments pertaining to financing, if

any, obtained by Buyer; (d) the costs of recording all documents and instruments to be recorded at the Closing; (e) all documentary stamp taxes and real estate transfer taxes due and payable upon the recording of the Deed; (f) the costs of the ALTA Survey, if any; and (g) all fees and expenses of Buyer's counsel.

4.5 Prorations, Adjustments. Any and all real property taxes and utilities shall be prorated on an accrual basis and adjusted between the Parties as of the Closing Date (with Seller deemed to have held title on the Closing Date), employing a 365-day year, and based upon the current property tax assessment. If such assessment is not available for the year in question, taxes shall be prorated as of the Closing Date based on one hundred three percent (103%) of the most recently available property assessment.

4.6 Possession. Seller shall deliver possession of the Property to Buyer on the Closing Date, free and clear of any rights of tenants or other parties in possession. Notwithstanding anything herein to the contrary, Buyer acknowledges that, prior to the Closing Date, Seller may (but shall not be obligated to do so) remove such furnishings and equipment from the Improvements as Seller shall elect to remove. Seller shall have no obligation to remove any or all such furnishings or equipment from the Improvements at any time. As of the Closing, any furnishings and equipment which remain in the Improvements shall become the sole property of Buyer.

5. Conditions Precedent to Closing.

5.1 Buyer's Conditions. Buyer's obligation to complete Closing under this Agreement is contingent upon the following conditions being satisfied as of the Closing Date. If any of the following conditions precedent set forth in this Section 5.1 is not satisfied as of the Closing Date, Buyer shall be entitled to terminate this Agreement:

5.1.1 Title. On the Closing Date, Title Company shall be irrevocably committed to issuing the Title Policy in accordance with Section 3.3 of this Agreement upon the satisfaction of the requirements to the Title Commitment.

5.1.2 Representations and Warranties. The representations and warranties of Seller set forth in Section 6 of this Agreement shall be true, correct, and complete in all material respects on and as of the Closing Date with the same effect as though such representations and warranties had been made as of the Closing Date.

5.1.3 Injunctions. There shall be no effective injunction or restraining order of any nature issued by a court of competent jurisdiction which shall direct that this Agreement or the transaction contemplated herein not be consummated.

5.1.4 Seller's Performance. Seller shall have fully complied with all of the covenants in this Agreement on its part to be performed on or prior to the Closing Date.

5.1.5 Binding Site Plan. Seller and Buyer shall have approved the Binding Site Plan (including the reservation of access and utility easements to encumber the Land and benefit other parcels which are a part of the Campus Parcel and the granting of utility easements benefiting the Land and encumbering other parcels which are a part of the Campus Parcel); and the Binding Site Plan shall have been recorded after being approved by all applicable governmental authorities.

5.1.6 City Council Approval. The transaction contemplated by this Agreement shall have been approved by the Kennewick City Council.

5.2 Seller's Conditions. Seller's obligation to complete Closing under this Agreement is contingent upon the following conditions being satisfied as of the Closing Date. If any of the following conditions precedent set forth in this Section 5.2 is not satisfied as of the Closing Date, Seller shall be entitled to terminate this Agreement:

5.2.1 Buyer's Performance. Buyer shall have fully complied with all of the covenants in this Agreement on its part to be performed on or prior to the Closing Date.

5.2.2 Binding Site Plan. Seller and Buyer shall have approved the Binding Site Plan (including the reservation of access and utility easements to encumber the Land and benefit other parcels which are a part of the Campus Parcel and the granting of utility easements benefiting the Land and encumbering other parcels which are a part of the Campus Parcel); and the Binding Site Plan shall have been recorded after being approved by all applicable governmental authorities.

5.2.3 Governmental Approvals. Seller shall have obtained all necessary governmental approvals (including, without limitation, all certificate of need approvals from the Washington State Department of Health) permitting Seller to transfer all of its hospital beds licensed to Trios Women's and Children's Hospital on the Campus Parcel to the land on which Trios Southridge Hospital (the "Southridge Hospital") is located at 3810 Plaza Way, Kennewick, Washington, which is leased by Seller from Kennewick Holdings, LLC, as landlord ("Southridge Hospital Landlord").

5.2.4 Southridge Hospital Landlord Approvals. Seller shall have obtained the written approval of Southridge Hospital Landlord to the relocation of certain healthcare services from the Trios Women's and Children's Hospital on the Campus Parcel to the Southridge Hospital campus and to the capital improvements planned for the Southridge Hospital campus.

6. **Seller's Warranties and Representations.** Seller makes the following representations, warranties and covenants as of the Execution Date and as of the Closing Date, and the truth of which shall be condition precedent to Buyer's obligation to close the transaction contemplated herein:

6.1 Organization; Authority. Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Washington. Seller has the authority and power to enter into this Agreement and to consummate the transactions provided for by this Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated herein, including execution and delivery of the Deed, have been duly authorized by all necessary corporate action on the part of Seller and no other or further corporate act or proceeding on the part of Seller is necessary to authorize the execution and delivery of this Agreement or the consummation of the transactions hereunder, including, without limitation, any actions by Seller's members. The party signing this Agreement on behalf of Seller is duly authorized to execute and deliver this Agreement and any and all documents necessary to consummate the transactions contemplated herein, including execution and delivery of the Deed at Closing.

6.2 Leases Affecting the Property. At Closing, there will be no unrecorded leases, affecting the Property except as shown on the Title Report, or as otherwise disclosed to Buyer by Seller in writing and approved by Buyer, in its sole and absolute discretion.

6.3 Service Contracts Affecting the Property. At Closing, there will be no third-party vendor service contracts affecting the Property.

6.4 No Litigation or Proceedings. To the best of Seller's knowledge, there are no actions, suits, proceedings, or investigations pending or threatened, before any agency, court, or other governmental authority which: (a) have, will, or may adversely affect Seller's ability to consummate the transactions contemplated under this Agreement or to perform as required by this Agreement; (b) relates to the ownership, maintenance, development, or operation of the Property; or (c) which could become a liability of Buyer or the Property or any portion thereof following Closing.

6.5 Condemnation; Eminent Domain. To the best of Seller's knowledge, there are no currently pending or threatened condemnation or eminent domain proceedings affecting the Property or any portion thereof.

6.6 Seller Not a Foreign Person. Seller is not a foreign person as defined in Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended. Seller will deliver to Buyer at Closing a Certificate of Non-Foreign Status, in a form reasonably acceptable to Buyer, certifying the correctness of this Section.

6.7 No Attachments. There are no attachments, executions, assignments for the benefit of creditors, or proceedings in bankruptcy or under any other debtor relief laws contemplated by or pending or, to the knowledge of Seller, threatened by or against Seller.

6.8 Survival. All representations, warranties, covenants, obligations and agreements contained in this Agreement shall NOT survive the execution and delivery of the Deed on the Closing Date.

7. Corrective Notices; AS-IS.

7.1 Corrective Notices; Liability. If, after the Execution Date but prior to the Closing Date, Seller becomes aware that any of its representations set forth in Section 6 are no longer true and correct, then Seller shall provide Buyer with written notice stating that Seller believes that such representations are no longer accurate and the general nature of the change. Within ten (10) business days after receipt of such notice, Buyer shall either: (a) terminate this Agreement by providing written notice of such termination to Seller; or (b) waive its rights on such account and elect to proceed to Closing, in which event Buyer shall be deemed to have waived all rights and remedies with respect to those matters specifically set forth in such notice.

7.2 Disclaimer of Warranties; "AS-IS" Conveyance.

THIS TRANSACTION IS AN AS-IS, WHERE-IS SALE WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY TYPE EXCEPT AS CONTAINED IN SELLER'S DEED AND THIS AGREEMENT. SELLER EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE AND ANY OTHER REPRESENTATION OR WARRANTY OF ANY TYPE RELATIVE TO THE PROPERTY. BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO MADE OR FURNISHED BY SELLER, THE MANAGERS OF THE PROPERTY, OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR PURPORTING TO REPRESENT SELLER, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

BUYER ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD “AS-IS.”

BUYER REPRESENTS TO SELLER THAT BUYER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO. OTHER THAN SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT, UPON CLOSING, BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER’S INVESTIGATIONS, AND BUYER, UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER (AND SELLER’S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS’ FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH BUYER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER (AND SELLER’S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY.

8. **Buyer’s Representations and Warranties.** Buyer represents and warrants to Seller as of the Execution Date and as of the Closing Date that:

8.1 Authority. Buyer is duly formed, that it has the requisite authority to complete the transaction contemplated herein and that said transaction does not violate or conflict with other agreements of Buyer,

8.2 Healthcare Regulatory. Buyer is not a Referral Source (as hereinafter defined) and that no ownership or beneficial interest in the undersigned is owned or held by any Referral Source.

(a) As used herein, “Referral Source” means a physician, an immediate family member or member of a physician’s immediate family, an entity owned in whole or in part by a physician or by an immediate family member or member of a physician’s immediate family or by any other Person (as hereinafter defined) who makes, who is in a position to make, or who could influence the making of referrals of patients to any health care facility; and/or any Person or entity which is an Affiliate of any Person or other entity described in this clause (a).

(b) As used herein, “Immediate family member or member of a physician’s immediate family” means: husband or wife, birth or adoptive parent, child, or sibling, stepparent, stepchild, stepbrother, or stepsister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-

law, or sister-in-law, grandparent or grandchild, and spouse of a grandparent or grandchild.

(c) As used herein, “Affiliate” means any Person which directly or indirectly controls or is controlled by or is under common control with a Referral Source. For purposes of this definition, “control” (including the correlative meanings of the terms “controlled by” and “under common control with”), as used herein, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, through the ownership of voting securities, partnership interests or other equity interests.

(d) As used herein, “Person” means any one or more natural persons, corporations, partnerships, limited liability companies, firms, trusts, trustees, governments, governmental authorities or other entities.

8.3 Federal Health Care Programs. Buyer is not currently excluded, debarred or otherwise ineligible to participate in Medicare or any federal health care program under section 1128 and 1128A of the Social Security Act or as defined in 42 U.S.C. § 1320a-7b(f) (the “Federal Health Care Programs”).

9. Additional Provisions.

9.1 Casualty. If, prior to the date of the Closing, the Property, or any portion thereof, shall be damaged or destroyed by reason of earthquake or other casualty, then Seller shall immediately give notice thereof to Buyer. Upon receipt of such notice, Buyer may elect, in its sole and absolute discretion, to terminate this Agreement by providing written notice to Seller. If Buyer does not terminate this Agreement and the Closing occurs, then Buyer shall be entitled to the insurance proceeds attributable to the Property available as a result of the casualty, if any.

9.2 Eminent Domain. If prior to the date of the Closing, Seller acquires knowledge of any pending or threatened action, suit, or proceeding to condemn or take all or any part of the Property under the power of eminent domain, then Seller shall immediately give notice thereof to Buyer. Upon receipt of such notice, Buyer may elect, in its sole and absolute discretion, to terminate this Agreement by providing written notice to Seller. If Buyer does not terminate this Agreement and the Closing occurs, then Buyer shall be entitled to the proceeds of any condemnation award attributable to the Property available as a result of eminent domain.

10. Remedies for an Event of Default.

10.1 Buyer’s Remedies Upon Default of Seller. In the event of default by Seller under this Agreement, Buyer shall have the right to terminate this Agreement or, alternatively, Buyer may seek to enforce specific performance of this Agreement.

10.2 Seller’s Liquidated Damages. In the event of default by Buyer under this Agreement, Seller shall have the right to terminate this Agreement.

11. General Provisions.

11.1 Amendments; Waiver. This Agreement may be amended or modified only by a written instrument executed by the Party or Parties asserted to be bound thereby. Except as otherwise expressly provided herein, no waiver of any provision of this Agreement shall be valid unless given in writing and

duly executed by the Party to be charged therewith. No waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other or subsequent breach or condition.

11.2 Assignment. Except as otherwise specifically provided for herein, the Parties shall be entitled to assign their rights and obligations under this Agreement only upon obtaining the other Party's prior written consent, which will not be unreasonably withheld. Unless otherwise agreed by a Party in writing, no such assignment shall release the other Party from its obligations under this Agreement.

11.3 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, personal representatives, successors, and/or assigns.

11.4 Brokers. Neither Buyer nor Seller has engaged the services of a real estate broker in connection with the transaction contemplated by this Agreement. Seller and Buyer each hereby agree to indemnify and hold the other harmless from all loss, costs, damage or expenses (including reasonable attorney fees) incurred by the other as a result of any claim arising out of the acts of the indemnifying Party or others on its behalf for a commission, finder's fee or similar compensation made by any other broker, finder, or party who claims to have dealt with such Party.

11.5 Construction and Interpretation. Generally, unless otherwise specifically stated in this Agreement or unless the context indicates otherwise, words and phrases used in this Agreement shall be interpreted and construed as follows:

(a) words in the present tense include the future (and vice-versa) and words and phrases used as nouns include the singular and plural forms;

(b) the terms "shall", "will", and "must" signify mandatory obligations and "may" signifies a discretionary or permissive act;

(c) the phrase "without limitation" will be deemed to follow the words "include", "includes", or "including" when referring to a list, class, or group of persons, entities, things, conditions, acts, omissions, events, rights, remedies, and/or liabilities;

(d) the phrase "to the knowledge of" or any variation of that phrase will refer to matters within the actual knowledge of a Party after reasonable investigation;

(e) the phrase "in the discretion of" or any variation of that phrase will mean in the sole and absolute discretion of the Party in question; and

(f) the captions and headings of the articles, sections, and subsections of this Agreement are for convenience and reference only, and shall not be deemed to define or limit the provisions thereof.

11.6 Counterparts and Execution by Electronic Communication. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery of an executed copy of this Agreement by facsimile, telecopy, telex, e-mail, or other means of electronic communication producing a printed copy will be deemed to be an execution and delivery of this Agreement on the date of such communication by the Party so delivering such a copy.

11.7 Dates of Performance. In the event that any date for performance by either Party of any obligation hereunder required to be performed by such Party falls on a Saturday, Sunday, or nationally recognized holiday, the time for performance of such obligation shall be deemed extended until the next business day following such date.

11.8 Entire Agreement; Exhibits. This Agreement, together with all the Exhibits attached hereto and specifically incorporated herein (which are hereby incorporated into this Agreement as if set forth in full), constitutes the entire agreement between the Parties with respect to the purchase and sale of the Property and supersedes all prior and contemporaneous agreements and understandings between the Parties hereto relating to the subject matter hereof. Each Party acknowledges and agrees that except for the specific representations, warranties, and covenants contained in this Agreement, the other Party and its agents have not made any representations, warranties, or covenants to it.

11.9 Further Acts. Each Party shall, upon the request of the other, execute, acknowledge (if appropriate), and deliver whatever additional documents and do such other acts as may be reasonably required in order to carry out the provisions of this Agreement and the intent of the Parties.

11.10 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to the choice-of-laws or conflict-of-laws principles of such state.

11.11 Negotiated Terms. The Parties hereby agree and acknowledge that the terms and conditions contained in this Agreement are the result of negotiations between the Parties and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or its professional representatives or consultants participated in the preparation of this Agreement.

11.12 No Joint Venture or Third Party Beneficiary. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other agreement between Buyer and Seller. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation not a Party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.

11.13 Notices. Whenever a Party to this Agreement is required or permitted under this Agreement to provide the other Party with any notice, submittal, request, demand, consent, or approval ("Notice"), the Notice will be given in writing and will be delivered to the other Party at the address set forth below: (a) personally; (b) by a reputable overnight courier service, delivery fees prepaid; or (c) by certified mail, postage prepaid, with return receipt. Either Party may change its address for Notice by written notice to the other Party delivered in the manner set forth above. Notice will be deemed to have been duly given: (i) on the date personally delivered; (ii) one (1) business day after delivery to an overnight courier service with next-day service requested; (iii) on the date of delivery as indicated on the return receipt if sent by certified mail.

IF TO BUYER: City of Kennewick
 City Hall
 210 West 6th Avenue
 Kennewick, WA 99336

IF TO SELLER: RCCH Trios Health, LLC
 c/o LifePoint Health, Inc.

330 Seven Springs Way
Brentwood TN 37027
Attn: Beth Blankenship, VP - Real Estate

With copy to: Jeffrey A. Calk, Esq.
Waller Lansden Dortch & Davis, LLP
511 Union St., Ste. 2700
Nashville, TN 37219

11.14 Severability. Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise make ineffective any other provision of this Agreement.

11.15 Time is of the Essence. Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation, and provision hereof.

[signatures on following pages]

IN WITNESS WHEREOF, the Parties have signed this Agreement the day and year set forth below.

SELLER:

RCCH Trios Health, LLC, a Delaware limited liability company

By: _____
Its: _____
Dated: _____

BUYER:

CITY OF KENNEWICK, WASHINGTON

By: _____
Its: _____
Dated: _____

ACCEPTANCE BY ESCROW AGENT

Cascade Title Company, named in the foregoing Contract for Sale of Real Estate, dated _____, 2020, between RCCH TRIOS HEALTH, LLC, a Delaware limited liability company (“Seller”), and CITY OF KENNEWICK, WASHINGTON, a municipal corporation (“Buyer”), hereby joins in such Contract for Sale of Real Estate to evidence its agreement to perform its obligations as Escrow Agent thereunder.

CASCADE TITLE COMPANY

By: _____

Its: _____

Dated: _____

EXHIBIT B

Diagram of the Land

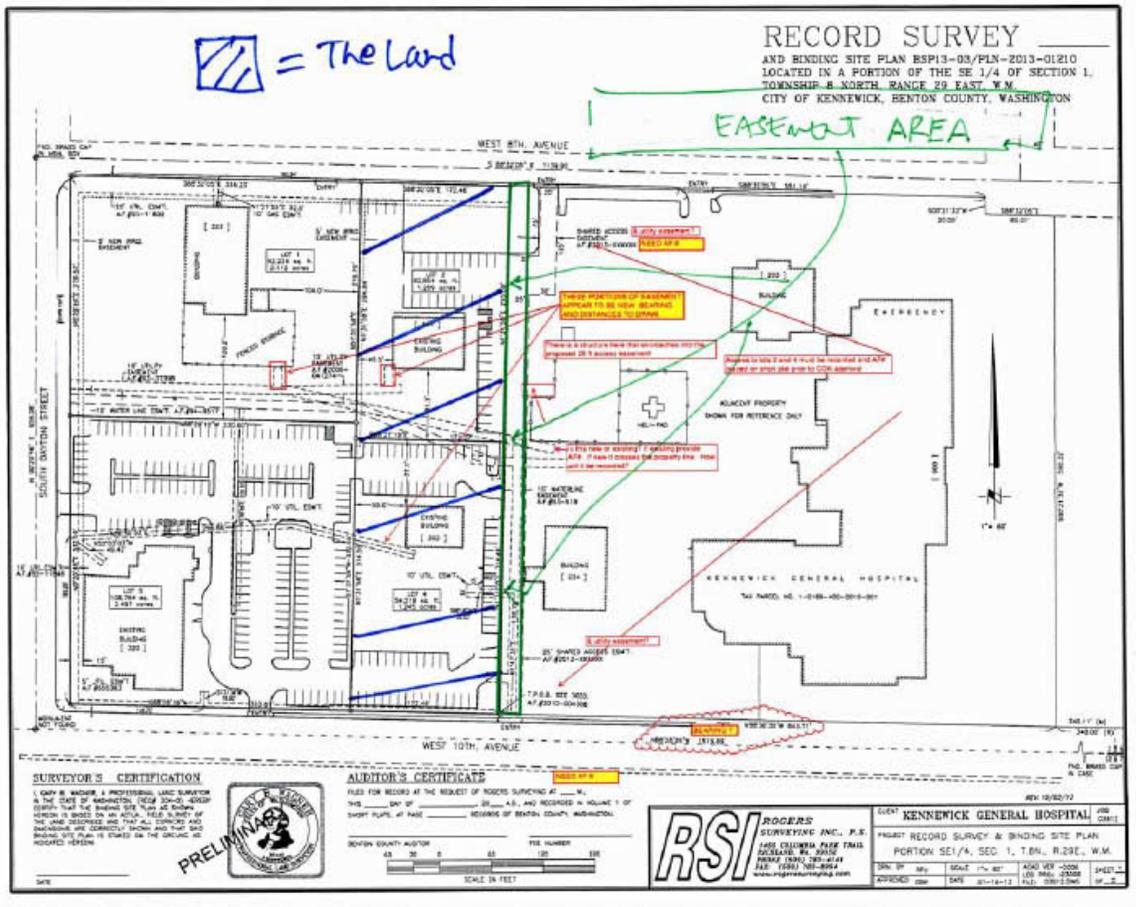


EXHIBIT C

The Use Restrictions

The following provision shall be included in Seller's Deed:

1. Grantor is the lessee of certain real estate located in the City of Kennewick, County of Benton, State of Washington, as more particularly described as follows:

[Insert legal description for Trios Southridge Hospital Campus which will have right to enforce restrictions]

(the "**Hospital Land**") on which Grantor operates an acute care hospital and other related improvements (the improvements and Hospital Land being collectively referred to as the "**Hospital Property**"). Grantor and Grantee desire that the use of the Property (as defined on page ___ of the Deed to which this Exhibit is attached) to complement and not conflict with the use of the Hospital Land and, therefore agree that the Property is hereby subject to the restrictions set forth herein.

2. As used herein, the following terms shall have the following meanings:

(a) "**Hospital Operator**" shall mean the Person who is then operating the acute care hospital on the Hospital Land.

(b) "**Person**" or "**person**" shall mean any one or more natural persons, corporations, partnerships, limited liability companies, firms, trusts, trustees, governments, governmental authorities or other entities.

3. Grantor hereby declares and Grantee agrees that the Property shall be used only as a municipal fire department facility (the "**Permitted Use**") and for no other purpose without Hospital Operator's prior written consent, which may be given or withheld in Hospital Operator's sole discretion. Notwithstanding anything to the contrary herein, Grantor declares and Grantee agrees that the Property may not be used for any of the following uses or services (collectively, the "**Prohibited Uses**"): (a) an acute care hospital, medical surgical or specialty hospital; (b) a rehabilitation center; (c) a skilled nursing facility; (d) an outpatient or inpatient surgery center or similar facility providing surgery services; (e) an oncology center; (f) an emergency care center; (g) home health services; (h) a pharmacy; (i) a physical therapy center; (j) any form of testing for diagnostic or therapeutic purposes; (k) provision or operation of medical laboratory services, including, without limitation, commercial, reference laboratories; (l) any form of diagnostic imaging services (which include, without limitation, the following testing facilities: fluoroscopy, x-ray, plane film radiography, computerized tomography (CT), ultrasound, mammography and breast diagnostics, nuclear medicine testing and magnetic resonance imaging); (m) radiation therapy; (n) respiratory therapy services; (o) outpatient or inpatient birthing services; (p) a health maintenance organization or similar direct care provider; (q) an urgent care center; (r) inhalation therapy services; or (s) any form of infusion therapy services. Grantor declares and Grantee agrees that the Property may not be used for the installation, placement or display of any signage advertising the name or business of any Person that owns, operates or manages any business that provides or offers any of the healthcare services within the definition of Prohibited Uses herein (such Person being referred to hereinafter as a "**Hospital Competitor**").

4. Hospital Operator shall have the right to enforce the terms, covenants and restrictions hereof. Enforcement may be made by prosecuting any proceeding against the party or parties violating or

attempting to violate the terms, covenants and restrictions hereof. This right of enforcement shall include the right to recover damages and/or to seek injunctive relief to prevent the violation. The remedies specified herein are cumulative and do not preclude resort to any other remedy at law or in equity by any party adversely affected by any violation or breach of the covenants and restrictions. In any proceeding for the enforcement of any of the provisions hereof or for the restraint of a violation of any such provision, the losing party shall pay all of the attorney's fees and court costs of the prevailing party in such amount as may be fixed by the court in that proceeding. No delay or failure on the part of any aggrieved party to pursue any available remedy with respect to a violation of any of the provisions hereof shall be held to be a waiver by such party of, or an estoppel of that party to assert, any right available to such party upon the recurrence or continuation of such violation or the occurrence of any different violation. No provision hereof shall be construed so as to place upon Hospital Operator or any other aggrieved party any duty to take any action to enforce the provisions hereof.

5. The provisions hereof shall remain in effect and be enforceable in perpetuity.

6. The restrictions declared and created herein and the various terms and conditions set forth herein shall be (i) covenants running with the land and (ii) inure to the benefit of the Hospital Operator and its successors and assigns and all those claiming by, through or under such Hospital Operator or its successors and assigns.

Council Agenda Coversheet



Agenda Item Number	3.e.	Council Date	01/19/2021
Agenda Item Type	Contract/Agreement/Lease		
Subject	Interlocal for Quad-City Water Right Reporting		
Ordinance/Reso #		Contract #	
Project #	P2103	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 authorizes the Mayor to sign an Interlocal Agreement with W. Richland, Richland, and Pasco for the management and tracking of the Quad-City Water Right Utilization report.

Motion for Consideration

I move to authorize the Mayor to sign an Interlocal Agreement with W. Richland, Richland, and Pasco for the management and tracking of the Quad-City Water Right Utilization report.

Summary

This plan will be a shared expense and a collaborative effort of Kennewick, W. Richland, Richland, and Pasco to collect and report overall water supply usage on an annual basis per the permitting requirements of the Quad-Cities Water Right. The purpose is to efficiently and effectively collect and annualize water supply usage data and to document that the available mitigation volume is equal to or greater than the required mitigation volume for the Columbia River flows the four cities use.

The total cost for the program is \$19,967, which will encompass a time period of 2021 to 2026. Each agency will pay an equal share of the \$19,967 program costs spread over a six year period. The annual shared costs will be approximately \$3,328, with Kennewick's portion being approximately \$832 each year.

Alternatives

None recommended

Fiscal Impact

Water and Sewer Fund: \$ 5,000.00

Through	John Cowling Jan 07, 07:08:28 GMT-0800 2021
Dept Head Approval	Cary Roe Jan 14, 07:25:40 GMT-0800 2021
City Mgr Approval	Marie Mosley Jan 14, 17:14:03 GMT-0800 2021

Attachments: Agreement

Recording Required?

INTERLOCAL COOPERATION AGREEMENT

Between

Cities of Kennewick, Richland, Pasco and West Richland

For

Administration and Funding of Quad-City Water Right Mitigation Model and Operating Procedures

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into on this _____ day of _____, 2021 by and between the City of Kennewick (hereinafter “Kennewick”), the City of Richland (hereinafter “Richland”), the City of Pasco (hereinafter “Pasco”), and the City of West Richland (hereinafter “West Richland”), all municipal corporations of the State of Washington (referred to collectively as the “Parties”). This Agreement is made in conformance with and under the authority granted by RCW 39.34, the Interlocal Cooperation Act.

I. Recitals

WHEREAS, Richland, Kennewick, Pasco, and West Richland were granted Washington State Surface Water Right Permit S4-30976 on September 15, 2003 (hereinafter “Permit”); and

WHEREAS, the Permit requires the Parties, on an annual basis, to tabulate and report overall water supply usage, Quad-City Water Right utilization, and comply with mitigation provisions associated with consumptive use as outlined in the Regional Water Forecast and Conservation Plan (RWFCP); and

WHEREAS, to efficiently and effectively collect and annualize water supply usage data, and to annually document that the available mitigation volume is equal to or greater than the required mitigation volume for Columbia River flows, the four cities, Richland, Kennewick, Pasco and West Richland, have agreed to fund a Quad-City Water Right Mitigation Model and Operating Procedures; and

WHEREAS, staff in Richland, Kennewick, Pasco and West Richland have collaborated to select an engineering consultant and to negotiate a scope of work and budget for the study; and

WHEREAS, the Interlocal Cooperation Act contained in RCW 39.34 authorizes local governments such as the Parties to this Interlocal to contract for the joint conduct of activities which each of the Parties is individually authorized to perform.

NOW, THEREFORE, the Parties hereby agree as follows:

II. Agreement

Section 1. Purpose

The purpose of this Interlocal Cooperation Agreement is to authorize a collaborative effort between the Parties to comply with mitigation provisions associated with the Quad-City Water Right and to determine the parameters for the contracting and funding of said model and operating procedures.

Section 2. Legal Entity

No separate legal or administrative entity is created upon execution of this Interlocal Cooperation Agreement.

Section 3. Administration

West Richland shall award and administer the consultant agreement contemplated under this Interlocal Cooperation Agreement. The proposed consultant agreement is attached as **Exhibit A**.

Section 4. Funding and Contributions

Consultant expenses shall be shared in four (4) equal amounts between Richland, West Richland, Pasco and Kennewick. West Richland shall issue invoices to Richland, Pasco, and Kennewick for their respective share of the plan update expenses. Invoices shall issue no more frequently than monthly. Scope and budget changes that increase the project budget may only be executed after written authorization from all four Parties.

Section 5. Property

No real or personal property shall be acquired as a consequence of the execution of this Interlocal Cooperation Agreement. The Parties shall own and receive at least one copy of the Quad-City Water Right Mitigation Model and Operating Procedures produced as a result of this Agreement.

Section 6. Additional Resources

Richland, Kennewick, Pasco, and West Richland will provide staff support to complete data requests, meeting and training attendance, and analysis reviews as needed to efficiently administer the model.

Section 7. Duration

This Agreement shall expire twelve months after the close-out of the consultant agreement. All obligations to pay the respective one-fourth share to fund the plan update shall survive termination of this Agreement.

Section 8. Notices

Written notice shall be directed to the parties as follows:

City of Richland

625 Swift Boulevard, MS-26
Richland, WA 99352
Attn: Public Works Director

City of West Richland

3100 Belmont Blvd., Suite 102
West Richland, WA 99353
Attn: Public Works Director

City of Kennewick

210 W. 6th Avenue
Kennewick, WA 99336
Attn: Public Works Director

City of Pasco

525 N. 3rd Avenue
Pasco, WA 99301
Attn: Public Works Director

Section 9. Filing

Pursuant to RCW 39.34.040, this Agreement shall become effective upon filing with the Benton County Auditor or posting on each agency's website after it is fully executed by all Parties.

Section 10. Modification

This Agreement may be amended or modified only in writing, and only with the written consent of each undersigned party.

Section 11. Severability

If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable as written, the remainder of the Agreement or the applications of the remainder of the Agreement shall not be affected. To this end, the terms and conditions of this Agreement are declared severable.

Section 12. Jurisdiction & Venue

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

Section 13. Waiver

No waiver by either party hereto of any terms or conditions of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall the waiver of any breach be deemed or construed to constitute a waiver of any subsequent breach, whether of the same or any other term or condition of this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the day and year written above.

CITY OF RICHLAND

CITY OF KENNEWICK

Cynthia D. Reents, City Manager

Don Britain, Mayor

Attest :

Attest:

Jennifer Rogers, City Clerk

Terri L. Wright, City Clerk

Approved as to form:

Approved as to form:

Heather Kintzley, City Attorney

Lisa Beaton, City Attorney

CITY OF WEST RICHLAND

CITY OF PASCO

Brent Gerry, Mayor

Dave Zabell, City Manager

Attest:

Attest:

Stephanie Haug, City Clerk

Debby Barham, City Clerk

Approved as to Form:

Approved as to Form:

Bronson Brown, City Attorney

Eric Ferguson, City Attorney

EXHIBIT A
Scope of Work
City of West Richland
2021 to 2026 Quad-City Water Right Reporting
October 2020

Background

The Cities of Kennewick, Pasco, Richland, and West Richland (Cities) share the Quad-City Water Right (QCWR) issued under Surface Water Permit No. S4-30976P on September 15, 2003. The Cities tabulate and report water supply, QCWR utilization, and mitigation requirements on a quarterly and annual basis. These reports establish that the Cities are not exceeding their existing water rights and that the Cities are meeting the mitigation requirements for the utilization of any water used under the QCWR. The Cities have requested that RH2 Engineering, Inc., (RH2) tabulate the QCWR quarterly and annual data and prepare the required annual reports for the years 2021 through 2026.

The Cities also are required to update the Regional Water Forecast Conservation Plan (RWFCP) on a regular basis that coincides with each city's Water System Plan (WSP) update. Each city's current WSP is approved by the Washington State Department of Health into 2027. Preparation of each city's WSP update is anticipated to primarily take place in 2026; therefore, the RWFCP will be required to be updated in 2026 and submitted to the Washington State Department of Ecology (Ecology). This Scope of Work includes preparation of the Cities RWFCP update report in 2026.

Task 1 – 2021 to 2026 Data Support and Annual Reporting

Objective: Assist the Cities by obtaining the quarterly data from each city, calculating the required and available mitigation, and preparing annual reports.

Approach:

- 1.1 Obtain quarterly data from the Cities, review provided values and units, and populate the mitigation volumes on a quarterly basis. Report the comparison between required and available mitigation water volumes to the Cities.
- 1.2 Provide the Cities with an annual report each year for 2021 through 2026 comparing required and available mitigation water volumes based on the data obtained and calculated within subtask 1.1.

Assumptions:

- *RH2 can rely on the data provided by the Cities and the National Oceanic and Atmospheric Administration (NOAA) and the United States Army Corps of Engineers (USACE) websites to populate the Cities' withdrawals, returns, and actual Columbia River flows.*

Provided by the Cities:

- Data on a quarterly basis regarding withdrawals and return flows in Excel format.
- Submittal of the QCWR annual reports to Ecology.

RH2 Deliverables:

- Annual reports for 2021 through 2026 in PDF.

Task 2 – 2026 RWFCP Update

Objective: Assist the Cities in preparing the 2026 RWFCP Update. Coordinate with Ecology throughout the development of the RWFCP Update.

Approach:

- 2.1 Attend one (1) kick-off meeting with the Cities and Ecology staff, and provide meeting agenda and minutes.
- 2.2 Coordinate with Cities staff during the data collection process. This includes coordinating via telephone, submitting the list of data needed, and reviewing data provided by the Cities.
- 2.3 Prepare a draft Chapter 1 of the RWFCP Update (Introduction and Background).
- 2.4 Prepare a draft Chapter 2 of the RWFCP Update (Area Description), including current population and customer information for each city, and a description of each city's water rights with and without the QCWR.
- 2.5 Prepare a draft Chapter 3 of the RWFCP Update (Conservation Program Components), including a summary of each city's water use efficiency goals and measures, calculations of each city's 2025 supply, consumption, leakage, and McNary Pool return flows, and calculations of each city's combined net withdrawals and consumption.
- 2.6 Prepare a draft Chapter 4 of the RWFCP Update (Regional Joint Use Strategy), including a summary of historical QCWR allocation, use, and mitigation, projected (10- and 20-year) QCWR allocation, use, and mitigation, an updated BiOp Compliance Plan, and a list of any requests or additional authorizations under the QCWR.
- 2.7 Transmit electronic PDF copies of the draft RWFCP Update chapters to the Cities for review and comment.
- 2.8 Attend up to four (4) review meetings with the Cities and Ecology to present and discuss the RWFCP status and findings. Provide meeting agendas and minutes.
- 2.9 Revise the RWFCP Update based on review comments received from the Cities and Ecology.
- 2.10 Prepare final RWFCP Update and provide to the Cities and Ecology.

Assumptions:

- *Kick-off and review meetings will take place at the offices of one of the four (4) Cities.*
- *The RWFCP Update will be prepared in 2026, and will use year-end 2025 data as the basis for the Cities existing water use at that time.*

Provided by the Cities:

- Historical water supply, consumption, connection, and leakage information on a monthly basis for 2016 through 2025.

- Additional 2026 WSP Update information applicable to the RWFCP Update.
- Attendance at kick-off meeting and up to four (4) review meetings.
- Draft RWFCP Update review comments.
- Payment of any review fees associated with Ecology's review or involvement with the RWFCP Update process.

Provided by RH2:

- Attendance at kick-off meeting and up to four (4) review meetings. Meeting agenda and minutes for each meeting will be provided in electronic PDF.
- Electronic PDF versions of the draft and final RWFCP Update will be provided to the Cities.
- Two (2) hard copies of the final RWFCP Update will be provided to Ecology.

Project Schedule

Annual reports will be completed for review by the Cities within 30 days of receipt of all four quarters' data from each city.

The RWFCP Update preparation will begin in early 2026 following RH2's receipt of the necessary 2025 year-end data from each of the four (4) Cities. RH2 will provide RWFCP Update draft chapters to the Cities within 60 days of receipt of all necessary data. RH2 will update and finalize the RWFCP Update within 45 days of receipt of all review comments from the Cities and Ecology.

EXHIBIT B

Fee Estimate

City of West Richland

2021 to 2026 Quad-City Water Right Reporting

Oct-20

Description		Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Classification						
Task 1	2021 to 2026 Data Support and Annual Reporting	118	\$ 18,972	\$ -	\$ 995	\$ 19,967
1.1	Obtain quarterly data and report mitigation water volumes	34	\$ 5,502	\$ -	\$ 329	\$ 5,831
1.2	Prepare annual reports for 2021 through 2026	84	\$ 13,470	\$ -	\$ 666	\$ 14,136
Task 2	2026 RWFCP Update	158	\$ 28,427	\$ -	\$ 1,370	\$ 29,797
2.1	Attend kick-off meeting	8	\$ 1,600	\$ -	\$ 88	\$ 1,688
2.2	Coordinate with Cities during data collection	6	\$ 1,130	\$ -	\$ 28	\$ 1,158
2.3	Prepare draft RWFCP Chapter 1	5	\$ 676	\$ -	\$ 21	\$ 697
2.4	Prepare draft RWFCP Chapter 2	15	\$ 2,441	\$ -	\$ 125	\$ 2,566
2.5	Prepare draft RWFCP Chapter 3	32	\$ 5,830	\$ -	\$ 219	\$ 6,049
2.6	Prepare draft RWFCP Chapter 4	32	\$ 5,830	\$ -	\$ 219	\$ 6,049
2.7	Transmit draft RWFCP Update to Cities	4	\$ 558	\$ -	\$ 14	\$ 572
2.8	Attend up to four (4) review meetings	31	\$ 6,403	\$ -	\$ 350	\$ 6,753
2.9	Revise RWFCP Update per comments	17	\$ 2,827	\$ -	\$ 98	\$ 2,925
2.10	Prepare final RWFCP Update	8	\$ 1,132	\$ -	\$ 208	\$ 1,340
PROJECT TOTAL		276	\$ 47,399	\$ -	\$ 2,365	\$ 49,764

EXHIBIT C		
RH2 ENGINEERING, INC.		
2020 SCHEDULE OF RATES AND CHARGES		
RATE LIST	RATE	UNIT
Professional I	\$144	\$/hr
Professional II	\$157	\$/hr
Professional III	\$171	\$/hr
Professional IV	\$184	\$/hr
Professional V	\$196	\$/hr
Professional VI	\$212	\$/hr
Professional VII	\$227	\$/hr
Professional VIII	\$235	\$/hr
Professional IX	\$235	\$/hr
Control Specialist I	\$130	\$/hr
Control Specialist II	\$141	\$/hr
Control Specialist III	\$155	\$/hr
Control Specialist IV	\$168	\$/hr
Control Specialist V	\$178	\$/hr
Control Specialist VI	\$191	\$/hr
Control Specialist VII	\$206	\$/hr
Control Specialist VIII	\$214	\$/hr
Technician I	\$106	\$/hr
Technician II	\$118	\$/hr
Technician III	\$135	\$/hr
Technician IV	\$145	\$/hr
Technician V	\$157	\$/hr
Technician VI	\$172	\$/hr
Technician VII	\$187	\$/hr
Technician VIII	\$196	\$/hr
Administrative I	\$72	\$/hr
Administrative II	\$83	\$/hr
Administrative III	\$98	\$/hr
Administrative IV	\$118	\$/hr
Administrative V	\$138	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	\$0.575	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.

Council Agenda Coversheet	Agenda Item Number	3.f.	Council Date	01/19/2021	Consent Agenda	<input checked="" type="checkbox"/>
	Agenda Item Type	Contract/Agreement/Lease			Ordinance/Reso	<input type="checkbox"/>
	Subject	IUOE Collective Bargaining Agreement			Public Mtg / Hrg	<input type="checkbox"/>
	Ordinance/Reso #		Contract #		Other	<input type="checkbox"/>
	Project #		Permit #		Quasi-Judicial	<input type="checkbox"/>
	Department	Finance				

Recommendation

Staff recommends that City Council authorize the Mayor and City Manager to sign a one year contract extension with the International Union of Operating Engineers, Local 280.

Motion for Consideration

I move to authorize the Mayor and City Manager to sign a one-year contract extension with the International Union of Operating Engineers, Local 280.

Summary

The most recent collective bargaining agreement between the City of Kennewick and the International Union of Operating Engineers, Local 280 expired on December 31, 2020. The parties propose to extend the most recent agreement and all terms and conditions therein for a period of one year, from January 1, 2021 through December 31, 2021, with the following changes:

1. All members of the Local 280 will receive a salary increase equal to two percent (2%) of their base salaries retroactive to January 1, 2021.
2. All members of the Local 280 will receive a one-time leave bank of eighty (80) hours of emergency paid sick leave that will be available for the same purposes as defined in the Families First Coronavirus Response Act, including when members seek diagnosis or treatment for COVID-19 or when members are under quarantine or isolation order related to COVID-19. This separate leave bank will be available to Local 280 members upon execution of this agreement and will expire when Washington State ends the existing state of emergency or on December 31, 2021, whichever comes first.

Alternatives

None recommended.

Fiscal Impact

The total cost associated with this one year extension is \$110,000. This amount is consistent with the budget assumptions set forth in the 2021-2022 biennial budget as approved by City Council.

Through	Corey Osborn Jan 13, 14:18:55 GMT-0800 2021	Attachments: <input type="text" value="Agreement"/>
Dept Head Approval	Dan Legard Jan 13, 14:31:41 GMT-0800 2021	
City Mgr Approval	Marie Mosley Jan 14, 17:16:28 GMT-0800 2021	
		<input type="checkbox"/> Recording Required?

MEMORANDUM OF UNDERSTANDING
Between the City of Kennewick and the IUOE, Local 280
2021 Collective Bargaining Agreement Extension

I. Parties

The parties to this agreement are the City of Kennewick (“the City”) and the International Union of Operating Engineers, Local 280 (“the Local 280”) (collectively “the Parties”).

II. Agreement

The Parties agree to extend the existing 2017-2020 collective bargaining agreement through December 31, 2021 with the following changes:

1. All members of the Local 280 will receive a salary increase equal to two percent (2%) of their base salaries retroactive to January 1, 2021.

2. All members of the Local 280 will receive a one-time leave bank of eighty (80) hours of emergency paid sick leave that will be available for the same purposes as defined in the Families First Coronavirus Response Act, including when members seek diagnosis or treatment for COVID-19 or when members are under quarantine or isolation order related to COVID-19. This separate leave bank will be available to Local 280 members upon execution of this agreement and will expire when Washington State ends the existing state of emergency or on December 31, 2021, whichever comes first.

Agreed to this _____ day of _____, 2021.

**International Union of
Operating Engineers, Local 280**

City of Kennewick

Corey Stratton
Business Representative

Don Britain
Mayor

Marie Mosley
City Manager

Council Agenda Coversheet



Agenda Item Number	3.g.	Council Date	01/19/2021
Agenda Item Type	Final Plat		
Subject	FP 20-05 Southridge Phase 6		
Ordinance/Reso #		Contract #	
Project #	FP 20-065	Permit #	PLN-2020-02834
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

It is recommended that the City Council move to authorize the Mayor (or in his absence Mayor Pro Tem) to sign the final plat of Southridge Phase 6 contingent upon payment of fees and bonding for incomplete sidewalks and landscaping.

Motion for Consideration

I move to authorize the Mayor (or in his absence Mayor Pro Tem) to sign the final plat of Southridge Phase 6 contingent upon payment of fees and bonding for incomplete sidewalks and landscaping.

Summary

A final plat application has been submitted by Ben Kruse (8205 N. Division St., Spokane, WA 99208) for the final plat of Southridge Phase 6. The plat consists of 20 lots on approximately 7.57 acres located north of W. 31st Ave and east of S. Harrison St. The Comprehensive Plan Land Use designation is Low Density Residential, and the property is zoned Residential Low Density.

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 sidewalks and landscaping, conditions of the preliminary plat have been met. Following Council approval and plat signatures, the plat can be recorded and lots can be sold to individual owners. Prior to the City plat signatures fees will be paid and bonding will be in place.

Alternatives

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

Fiscal Impact

None

Through	Anthony Muai Jan 13, 14:12:31 GMT-0800 2021
Dept Head Approval	Gregory McCormick Jan 13, 14:22:12 GMT-0800 2021
City Mgr Approval	Marie Mosley Jan 14, 17:20:32 GMT-0800 2021

Attachments: Final Plat Map

Recording Required?

FINAL PLAT OF SOUTHRIDGE PHASE 9

LOCATED IN A PORTION OF SECTION 16,
TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M.
CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON

SURVEYOR'S NOTES:

- BASIS OF BEARINGS IS GRID, US STATE PLANE NAD 83/2011 BASED ON RTK GNSS OBSERVATIONS.
- = FOUND MONUMENT AS NOTED.
- = SET 5/8"x24" REBAR WITH ORANGE PLASTIC CAP STAMPED "RSI DPB 41028". THE ROAD RIGHT OF WAY FALLS IN THE FUTURE SIDEWALK, FRONT LOT CORNERS ARE SET AT THE BACK OF THE 18' SIDEWALK & UTILITY EASEMENT.
- (M) = MEASURED PER THIS SURVEY. (R1) = RECORD PER PLAT OF SOUTHRIDGE PHASE 3 (V15 PG 522) (R2) = RECORD PER RECORD SURVEY 5250 (C) = COMPUTED

Curve Table					LINE TABLE			
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CHORD	LINE	DIRECTION	LENGTH
C1	166.76	180.00	53°04'54"	S56°29'33"W	160.86	L1	N11°59'49"W	30.25
C2	27.18	320.00	4°52'00"	N32°23'06"E	27.17	L2	N11°59'49"W	28.53
C3	93.76	320.00	16°47'18"	N43°12'46"E	93.43	L3	S40°00'17"W	38.19
C4	87.86	320.00	15°43'53"	N59°28'21"E	87.59	L4	S0°45'51"E	26.97
C5	10.15	320.00	1°49'01"	N68°14'48"E	10.15	L5	S21°30'17"E	34.52
C6	91.01	320.00	16°17'46"	N77°18'12"E	90.71	L6	S26°19'50"E	41.12
C7	181.60	280.00	37°09'39"	N66°52'15"E	178.44	L7	S26°19'50"E	63.93
C8	89.62	280.00	18°20'20"	N39°07'16"E	89.24	L8	S6°25'03"E	25.51
C9	54.47	220.00	14°11'13"	S37°02'42"W	54.33	L9	N85°27'05"E	19.87
C10	15.73	220.00	4°05'48"	S46°11'13"W	15.73			
C11	140.56	220.00	36°36'22"	S66°32'18"W	138.18			
C12	47.74	220.00	12°26'03"	N88°56'30"W	47.65			
C13	235.00	200.00	67°19'26"	S63°36'49"W	221.72			
C14	290.60	300.00	55°29'59"	N57°42'06"E	279.37			
C15	61.57	149.57	23°35'09"	N54°39'20"E	61.14			
C16	7.46	149.57	2°51'30"	N41°26'01"E	7.46			
C17	32.14	149.57	12°18'42"	N33°50'56"E	32.08			
C18	74.29	149.57	28°27'26"	N13°27'52"E	73.53			
C19	8.90	112.50	4°32'00"	S1°30'09"W	8.90			
C20	100.82	112.50	51°20'44"	S29°26'31"W	97.48			
C21	47.36	112.50	24°07'11"	N43°54'52"W	47.01			
C22	56.38	127.00	25°26'14"	N19°08'09"W	55.92			

TRACT LISTING:

TRACT A: FUTURE DEVELOPMENT
TRACT B: CONVEYANCE TO HOMEOWNERS ASSOCIATION
TRACT C: FUTURE DEVELOPMENT

AUDITOR'S CERTIFICATE:

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

BENTON COUNTY AUDITOR _____ FEE NUMBER _____

BY DEPUTY _____

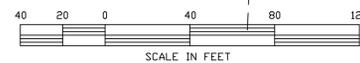
SURVEYOR'S CERTIFICATION

I DAVID P. BAALMAN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, (REG. 41028) HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION, THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN TRUE AND CORRECT THEREON, AND THAT THE MONUMENTS HAVE BEEN SET AND LOT CORNERS STAKED ON THE GROUND AS SHOWN ON THE MAP.



DAVID P. BAALMAN

DATE _____



LEGAL DESCRIPTION:

THAT PORTION OF LANDS DESCRIBED IN STATUTORY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE 2019-038810, RECORDS OF BENTON COUNTY, WASHINGTON, LYING WITHIN SECTION 16 TOWNSHIP 8 NORTH, RANGE 29 EAST WILLAMETTE MERIDIAN, CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON.

OWNERS CERTIFICATE:

KNOW ALL PERSONS BY THESE PRESENTS THAT SCOT AND TYLER, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, ARE THE OWNERS OF THE LAND SHOWN ON THE PLAT OF SOUTHRIDGE TRICITIES DEVELOPMENT, PHASE 9, HEREBY DECLARE SAID PLAT AND DEDICATE TO THE PUBLIC, FOR THE USE OF THE PUBLIC FOREVER, ALL EASEMENTS AND RIGHT OF WAYS AS SHOWN HEREON.

SCOT BAUDER, MEMBER
SCOT AND TYLER, LLC, A
WASHINGTON LIMITED LIABILITY CO.

ACKNOWLEDGMENT:

STATE OF WASHINGTON }
COUNTY OF BENTON } s.s.

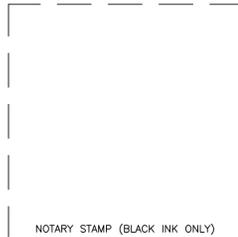
I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT SCOT BAUDER IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS A MEMBER OF SCOT AND TYLER LLC, A WASHINGTON LIMITED LIABILITY COMPANY TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED _____

SIGNATURE _____

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON RESIDING AT _____

MY APPOINTMENT EXPIRES _____



APPROVALS:

THE UTILITY EASEMENTS SHON HEREON ARE HEREBY APPROVED BY THE UTILITIES OF WASHINGTON.

BENTON COUNTY P.U.D. NO. 1	TITLE	DATE
CASCADE NATURAL GAS CORP.	TITLE	DATE
CHARTER COMMUNICATIONS	TITLE	DATE

THE 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
SIGNATURE, KENNEWICK CITY ENGINEER	DATE
SIGNATURE, MAYOR, CITY OF KENNEWICK	DATE
CITY CLERK, CITY OF KENNEWICK	DATE

CITY OF KENNEWICK NOTES:

1. ADDRESSES [SHOWN IN BRACKETS] ARE SUBJECT TO CHANGE. ZIP CODE: 99338.

TREASURER'S CERTIFICATE:

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR 20____. PARCEL NUMBER: 1-3598-300-0001-048

BENTON COUNTY TREASURER	DATE
BENTON COUNTY ASSESSOR	DATE

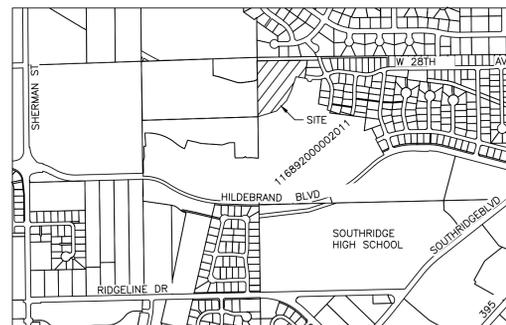
IRRIGATION APPROVAL:

I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREON IS LOCATED WITHIN THE BOUNDARIES OF THE KENNEWICK IRRIGATION DISTRICT BUT THAT THIS PROPERTY IS NOT CLASSIFIED AS IRRIGABLE LAND AND IS NOT ENTITLED TO IRRIGATION WATER UNDER THE EXISTING OPERATING RULES AND REGULATIONS OF THIS DISTRICT. I FURTHER CERTIFY THAT THE IRRIGATION EASEMENTS SHOWN ON SAID PLAT ARE ADEQUATE TO SERVE ALL LOTS SHOWN HEREON PER THE REQUIREMENTS OF ROW 58.17.310.

KENNEWICK IRRIGATION DISTRICT	DATE
-------------------------------	------

IRRIGATION DISTRICT NOTES:

1. 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 FURTHER INFORMATION.



VICINITY MAP
NOT TO SCALE



DATE _____

FINAL PLAT OF SOUTHRIDGE PHASE 9

LOCATED IN A PORTION OF SECTION 16,
TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M.
CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON

AUDITOR'S CERTIFICATE:

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

BENTON COUNTY AUDITOR _____ FEE NUMBER _____

BY DEPUTY _____

Council Agenda Coversheet



Agenda Item Number	5.a.	Council Date	01/19/2021
Agenda Item Type	Resolution		
Subject	Reimbursement Resolution - Station 1 Financing		
Ordinance/Reso #	21-01	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

Council approve Resolution 21-01 authorizing the reimbursement of expenditures associated with the construction of a new fire station 1 to replace the City's existing station 1 with future bond proceeds.

Motion for Consideration

I move to adopt Resolution 21-01.

Summary

Resolution 21-01 is a declaration of intent by the Kennewick City Council to reimburse capital expenditures for the construction of a new fire station to replace the City's existing fire station 1 with proceeds from a potential future bond issue. The resolution does not authorize the sale of councilmanic bonds or require the City to issue debt in the future. City Council will be provided with an opportunity to approve the issuance of bonds through a separate bond ordinance at a later date. Resolution 21-01 only provides the City with the flexibility to reimburse costs that have been incurred as far back as 60 days prior to this resolution or that will be incurred in the future up through the issuance of bonds to finance the project. Without such a resolution in place, the general federal tax law is that no reimbursements from bond proceeds are permitted for capital expenditures made prior to the issuance of the bonds. As discussed previously with City Council and included in the assumptions utilized to prepare the adopted 2021/2022 biennial budget, the City anticipates issuing bonds to finance the replacement of its existing fire station 1, which includes the Fire Department's administrative offices. Although financing of the project would not occur until later in 2021, the City will begin incurring capital expenditures for the project in the near future that would not be eligible for reimbursement with bond proceeds without adoption of this resolution.

Alternatives

None recommended. Council could elect not to adopt the reimbursement resolution, which would eliminate the flexibility for the City to reimburse itself with bond proceeds for capital expenditures paid prior to the issuance of bonds.

Fiscal Impact

It is anticipated that the City will need to issue bonds to finance the design, acquisition, construction, installation, and equipping of a new fire station to replace the City's existing station 1 and administrative offices. This project is included in the adopted 2021/2022 biennial budget at an estimated cost of \$9 million with an assumption that the project will be financed. Annual debt service on the project is estimated at approximately \$660,000 for 20 years.

Through	
Dept Head Approval	Dan Legard Jan 13, 10:42:44 GMT-0800 2021
City Mgr Approval	Marie Mosley Jan 15, 12:24:03 GMT-0800 2021

Attachments: Resolution

Resolution

Recording Required?

CITY OF KENNEWICK
RESOLUTION NO. 21-01

A RESOLUTION DECLARING THE CITY'S INTENT TO REIMBURSE
CERTAIN RELATED CAPITAL EXPENDITURES WITH BOND PROCEEDS

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK,
WASHINGTON that the City intends and expects to:

- (1) Proceed with the design, acquisition, construction, installation and equipping of a new fire station and administrative facilities to replace the City's existing station 1 and administrative offices (the "Project");
- (2) Issue one or more series of tax-exempt bonds in an anticipated maximum principal amount of \$9,000,000 to finance the costs of the Project;
- (3) Make certain expenditures with respect to the Project before Bonds are issued to finance such expenditures;
- (4) Initially fund those expenditures from available money in the City's Capital Improvement Fund; and
- (5) Reimburse such fund(s) with Bond proceeds to the extent allowed under Treasury Regulation § 1.150-2.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 19th day of January, 2021, and signed in authentication of its passage this 19th day of January, 2021.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

RESOLUTION NO. 21-01 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington, this 20th day of January, 2021.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

Council Agenda Coversheet



Agenda Item Number	5.b.(1)	Council Date	01/19/2021
Agenda Item Type	Ordinance		
Subject	Amendments to KMC Chapter 9.32		
Ordinance/Reso #	5893	Contract #	
Project #		Permit #	
Department	City Attorney		

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

Adopt Ordinance 5893, which amends certain provisions of KMC Chapter 9.32 relating to Drugs and Drug Paraphernalia.

Motion for Consideration

I move to adopt Ordinance 5893.

Summary

Ordinance 5893 involves amendments to KMC Chapter 9.32 that were presented to Council as part of a group of needed amendments to the KMC at the January 12, 2021 council workshop meeting. The amendments to KMC Chapter 9.32 are recommended to allow the City to more adequately prosecute misdemeanor and gross misdemeanor drug crimes as a result of the code reflecting current drug trends.

Specifically, it is being proposed that the terms "marijuana concentrates", "marijuana products", and "marijuana-infused products" be added into the KMC sections prohibiting underage possession of marijuana and the public opening or use of marijuana. Definitions of these terms will be added into KMC 9.32.010. In addition, the KMC section prohibiting intentional inhalation of fumes will be amended to reference and incorporate the State law definition of "substance containing a solvent having the property of releasing toxic vapors or fumes" to ensure that the City is able to prosecute the inhalation of a more complete and current list of substances than those previously included in the KMC.

Alternatives

None recommended.

Fiscal Impact

None.

Through	Jessica Foltz Jan 13, 11:43:09 GMT-0800 2021
Dept Head Approval	Lisa Beaton Jan 13, 11:54:13 GMT-0800 2021
City Mgr Approval	Marie Mosley Jan 15, 12:26:05 GMT-0800 2021

Attachments:

Ordinance
Ordinance-Redline

Recording Required?

CITY OF KENNEWICK
ORDINANCE NO. 5893

AN ORDINANCE AMENDING SECTIONS 9.32.010 AND 9.32.020 OF THE
KENNEWICK MUNICIPAL CODE AFORESAID RELATING TO DRUGS
AND DRUG PARAPHERNALIA

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

Section 1. Section 9.32.010 of the Kennewick Municipal Code, be, and the same hereby is,
amended to read as follows:

9.32.010: - Definitions.

As used in this Chapter:

- (1) *Administer* means the direct application of a controlled substance, whether by injection, inhalation, ingestion, or any other means, to the body of a patient or research subject by:
 - (a) A practitioner, or
 - (b) The patient or research subject at the direction and in the presence of the practitioner.
- (2) *Controlled Substance* means a drug, substance, or immediate precursor in Schedules I through V of Article II, RCW 69.50.
- (3) *Counterfeit Substance* means a controlled substance of which, or the container of, labeling of which, without authorization, bears the trademark, trade name, or other identifying mark, imprint, number or device, or any likeness thereof, of a manufacturer, distributor, or dispenser other than the person who in fact manufactured, distributed, or dispensed the substance.
- (4) *Deliver* or *Delivery* means the actual, constructive, or attempted transfer from one person to another of a controlled substance, whether or not there is an agency relationship.
- (5) *Drug* means:
 - (a) Substances recognized as drugs in the official United States Pharmacopoeia, official Homeopathic Pharmacopoeia of the United States, or Official National Formulary, or any supplement to any of them;
 - (b) Substances intended for use in the diagnosis, cure, mitigation, treatment, or prevention of disease in man or animals;
 - (c) Substances (other than food) intended to affect the structure or any function of the body of man or animals; and
 - (d) Substances intended for use as a component of any article specified in components, parts, or accessories.
- (6) *Drug Paraphernalia* means all equipment, products and materials of any kind which are used, intended for use, or designed for use, in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing,

testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling, or otherwise introducing into the human body a controlled substance, the possession of which is in violation of RCW 69.50. It includes, but is not limited to:

- (a) Kits used, intended to use, or designed for use in planting, propagating, cultivating, growing or harvesting of any species of plant which is a controlled substance or from which a controlled substance can be derived;
- (b) Kits used, intended for use, or designed for use in manufacturing, compounding, converting, producing, processing, or preparing controlled substances;
- (c) Isomerization devices used, intended for use, or designed for use in increasing the potency of any species of plant which is a controlled substance;
- (d) Testing equipment used, intended for use, or designed for use in identifying, or in analyzing the strength, effectiveness or purity of controlled substances;
- (e) Scales and balances used, intended for use, or designed for use in weighing or measuring controlled substances;
- (f) Diluents and adulterants, such as quinine hydrochloride, mannitol, mannite, dextrose and lactose, used, intended for use, or designed for use in cutting controlled substances;
- (g) Separation gins and sifters used, intended for use, or designed for use in removing twigs and seeds from, or in otherwise cleaning or refining marijuana;
- (h) Blenders, bowls, containers, spoons and mixing devices used, intended for use, or designed for use in compounding controlled substances;
- (i) Capsules, balloons, envelopes and other containers used, intended for use, or designed for use in packaging small quantities of controlled substances;
- (j) Containers and other objects used, intended for use, or designed for use in storing or concealing controlled substances;
- (k) Hypodermic syringes, needles and other objects used, intended to use, or designed for use in parenterally injecting controlled substances into the human body;
- (l) Objects used, intended for use, or designed for use in ingesting, inhaling, or otherwise introducing a controlled substance into the human body, the possession of which is a violation of this Chapter or RCW 69.50, such as:
 - (i) Metal, wooden, acrylic, glass, stone, plastic, or ceramic pipes with or without screens, permanent screens, hashish heads, or punctured metal bowls;
 - (ii) Water pipes;
 - (iii) Carburetion tubes and devices;
 - (iv) Smoking and carburetion masks;
 - (v) Miniature cocaine spoons, and cocaine vials;
 - (vi) Chamber pipes;
 - (vii) Carburetor pipes;

- (viii) Electric pipes;
 - (ix) Air-driven pipes;
 - (x) Chillums;
 - (xi) Bongs;
 - (xii) Ice pipes or chillers.
- (m) In determining whether an object is drug paraphernalia, a court or other authority should consider, in addition to all other logically relevant factors and subject to applicable rules or evidence, the following:
- (i) Statements by an owner or by anyone in control of the object concerning its use;
 - (ii) Prior course of dealing or habit of the owner or person in control of the object;
 - (iii) The proximity of the object, in time and space, to a direct violation of this Chapter or RCW 69.50;
 - (iv) The proximity of the object to controlled substances;
 - (v) The existence of any residue of controlled substances on the object;
 - (vi) Direct or circumstantial evidence of the intent of an owner, or of anyone in control of the object, to deliver it to persons whom he knows, or should reasonably know, intend to use the object to facilitate a violation of this Chapter or RCW 69.50; the innocence of an owner, or of anyone in control of the object, as to a direct violation of this Chapter shall not prevent a finding that the object is intended for use, or designed for use as drug paraphernalia;
 - (vii) Instructions, oral or written, provided with the object concerning its use;
 - (viii) Descriptive materials accompanying the object which explain or depict its use;
 - (ix) National and local advertising concerning its use;
 - (x) The manner in which the object is displayed for sale;
 - (xi) Whether the owner, or anyone in control of the object, is a legitimate supplier of like or related items to the community, such as a license distributor or dealer of tobacco products;
 - (xii) Direct or circumstantial evidence of the ratio of sales of the object(s) to the total sales of the business enterprise;
 - (xiii) The existence and scope of legitimate uses for the object in the community;
 - (xiv) Expert testimony concerning its use.
- (7) *Immediate Precursor* means a substance which the State Board of Pharmacy has found to be and rule designates as being the principal compound commonly used or produced primarily for use, and which is an immediate chemical intermediary used or likely to be used in the manufacture of a controlled substance, the control of which is necessary to prevent, curtail, or limit manufacture.

- (8) *Manufacturer* means the production, preparation, propagation, compounding, conversion or processing of a controlled substance, either directly or indirectly by extraction from substances of natural origin, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis, and includes any packaging or repackaging of the substance or labeling or relabeling of its container, except that this term does not include the preparation or compounding of a controlled substance by an individual for his own use or the preparation, compounding, packaging, or labeling of a controlled substance:
- (a) By a practitioner as an incident to his administering or dispensing of an controlled substance in the course of his professional practice, or
 - (b) By a practitioner, or by his authorized agent under his supervision, for the purpose of, or as an incident to, research, teaching, or chemical analysis and not for sale.
- (9) *Marijuana* means all parts of the plant of the genus *Cannabis* L., whether growing or not, with a THC concentration greater than three-tenths percent on a dry weight basis; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. It does not include the mature stocks of the plant, fiber produced from the stocks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stocks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.
- (10) *Marijuana Concentrates* means products consisting wholly or in part of the resin extracted from any part of the plant *Cannabis* with a THC concentration greater than ten percent.
- (11) *Marijuana Products* means useable marijuana, marijuana concentrates, and marijuana-infused products as defined in this section.
- (12) *Marijuana-Infused Products* means products that contain marijuana or marijuana extracts, are intended for human use, are derived from marijuana as defined in this section, and have a THC concentration no greater than ten percent. The term does not include either marijuana or marijuana concentrates.
- (13) *Person* means individual, corporation, government or governmental subdivision or agency, business trust, estate, trust, partnership or association, or any other legal entity.
- (14) *Production* includes the manufacture, planting, cultivation, growing, or harvesting of a controlled substance.

(Ord. 5893 Sec. 1, 2021; Ord. 5475 Sec. 1, 2012; Ord. 5336 Sec. 1, 2011; Ord. 2504 Sec. 1 (part), 1980)

Section 2. Section 9.32.020 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

9.32.020: - Prohibited Acts.

- (1) It is unlawful for a person under the age of 21 to possess marijuana, marijuana-infused products, or marijuana concentrates, regardless of THC concentration, unless the same

was obtained directly from, or pursuant to, a valid prescription or order from a medical practitioner while acting in the course of his medical practice, or except as otherwise authorized by the laws of the State of Washington. Unlawful possession of marijuana by a person under the age of 21 is a misdemeanor.

- (2) It is unlawful for any person to intentionally smell or inhale the fumes of any type of substance containing a solvent having the property of releasing toxic vapors or fumes as defined in RCW 9.47A.010, which is hereby incorporated by reference as it is now or hereafter amended, or to induce any other person to do so, for the purpose of causing a condition of, or inducing symptoms of intoxication, elation, euphoria, dizziness, excitement, irrational behavior, exhilaration, paralysis, stupefaction, or dulling of the senses of the nervous system, or for the purpose of, in any manner, changing, distorting, or disturbing the audio, visual, or mental processes. This subsection does not apply to the inhalation of any anesthesia for medical or dental purposes. Unlawful inhalation under this subsection is a misdemeanor.
- (3) It is unlawful for any person to use drug paraphernalia to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale, or otherwise induce into the human body a controlled substance the possession of which is in violation of RCW 69.50. Violation of this subsection is a misdemeanor.
- (4) It is unlawful for any person to deliver, possess with the intent to deliver, or manufacture with the intent to deliver, drug paraphernalia, knowing, or under circumstances where one reasonably should know, that it will be used to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale, or otherwise introduce into the human body a controlled substance, the possession of which is in violation of RCW 69.50. Violation of this subsection is a misdemeanor.
- (5) Except for violations of KMC 9.32.020(6), any person who violates any provision of this Chapter in a school or on a school bus, or within 1,000 feet of a school bus route stop designated by the Kennewick or Richland School Districts, or within 1,000 feet of the perimeter of Kennewick or Richland School District grounds, in a public park, in a public housing project designated by the City Council as a drug free zone, or on a public transit vehicle or in a public transit stop shelter, shall be punished by a fine of not less than \$500.00 and ten days imprisonment, and no portion of such fine or imprisonment shall be suspended.
- (6) It is unlawful to open a package containing marijuana, useable marijuana, marijuana-infused products, or marijuana concentrates, or consume marijuana, useable marijuana, marijuana-infused products, or marijuana concentrates in view of the general public. A person who violates this section is guilty of a class 3 civil infraction under KMC 1.12.030(3) and Chapter 7.80 RCW, not including statutory assessments.
- (7) The possession, by a person 21 years of age or older of useable marijuana or marijuana-infused products in amounts that do not exceed the following:
 - (a) One ounce of useable marijuana;
 - (b) Sixteen ounces of marijuana-infused product in solid form; or

(c) Seventy-two ounces of marijuana-infused product in liquid form; is not a violation of this section, this chapter, or any other provision of the Kennewick Municipal Code.

(8) It is unlawful for a person to possess useable marijuana in excess of one ounce, but less than 40 grams, except as otherwise authorized by the laws of the State of Washington. Unlawful possession of marijuana in excess of one ounce, but less than 40 grams, is a misdemeanor.

(Ord. 5893 Sec. 2, 2021; Ord. 5510 Sec. 1, 2013; Ord. 5475 Sec. 2, 2012; Ord. 5336 Sec. 2, 2011; Ord. 5169 Sec. 1, 2007; Ord. 3955 Sec. 1, 2001; Ord. 3924 Sec. 1, 2000; Ord. 3881 Sec. 1, 1999; Ord. 3790 Sec. 1, 1998; Ord. 3433 Sec. 1, 1993; Ord. 3060 Sec. 1, 1987; Ord. 2504 Sec. 1 (part), 1980; Ord. 2089 Sec. 2 (part), 1977)

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 19th day of January, 2021, and signed in authentication of its passage this 19th day of January, 2021.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5893 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington this 20th day of January, 2021.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION _____

CITY OF KENNEWICK
ORDINANCE NO. 5893

AN ORDINANCE AMENDING SECTIONS 9.32.010 AND 9.32.020 OF THE
KENNEWICK MUNICIPAL CODE AFORESAID RELATING TO DRUGS
AND DRUG PARAPHERNALIA

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

Section 1. Section 9.32.010 of the Kennewick Municipal Code, be, and the same hereby is,
amended to read as follows:

9.32.010: - Definitions.

As used in this Chapter:

- (1) *Administer* means the direct application of a controlled substance, whether by injection, inhalation, ingestion, or any other means, to the body of a patient or research subject by:
 - (a) A practitioner, or
 - (b) The patient or research subject at the direction and in the presence of the practitioner.
- (2) *Controlled Substance* means a drug, substance, or immediate precursor in Schedules I through V of Article II, RCW 69.50.
- (3) *Counterfeit Substance* means a controlled substance of which, or the container of, labeling of which, without authorization, bears the trademark, trade name, or other identifying mark, imprint, number or device, or any likeness thereof, of a manufacturer, distributor, or dispenser other than the person who in fact manufactured, distributed, or dispensed the substance.
- (4) *Deliver* or *Delivery* means the actual, constructive, or attempted transfer from one person to another of a controlled substance, whether or not there is an agency relationship.
- (5) *Drug* means:
 - (a) Substances recognized as drugs in the official United States Pharmacopoeia, official Homeopathic Pharmacopoeia of the United States, or Official National Formulary, or any supplement to any of them;
 - (b) Substances intended for use in the diagnosis, cure, mitigation, treatment, or prevention of disease in man or animals;
 - (c) Substances (other than food) intended to affect the structure or any function of the body of man or animals; and
 - (d) Substances intended for use as a component of any article specified in components, parts, or accessories.
- (6) *Drug Paraphernalia* means all equipment, products and materials of any kind which are used, intended for use, or designed for use, in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing,

testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling, or otherwise introducing into the human body a controlled substance, the possession of which is in violation of RCW 69.50. It includes, but is not limited to:

- (a) Kits used, intended to use, or designed for use in planting, propagating, cultivating, growing or harvesting of any species of plant which is a controlled substance or from which a controlled substance can be derived;
- (b) Kits used, intended for use, or designed for use in manufacturing, compounding, converting, producing, processing, or preparing controlled substances;
- (c) Isomerization devices used, intended for use, or designed for use in increasing the potency of any species of plant which is a controlled substance;
- (d) Testing equipment used, intended for use, or designed for use in identifying, or in analyzing the strength, effectiveness or purity of controlled substances;
- (e) Scales and balances used, intended for use, or designed for use in weighing or measuring controlled substances;
- (f) Diluents and adulterants, such as quinine hydrochloride, mannitol, mannite, dextrose and lactose, used, intended for use, or designed for use in cutting controlled substances;
- (g) Separation gins and sifters used, intended for use, or designed for use in removing twigs and seeds from, or in otherwise cleaning or refining marijuana;
- (h) Blenders, bowls, containers, spoons and mixing devices used, intended for use, or designed for use in compounding controlled substances;
- (i) Capsules, balloons, envelopes and other containers used, intended for use, or designed for use in packaging small quantities of controlled substances;
- (j) Containers and other objects used, intended for use, or designed for use in storing or concealing controlled substances;
- (k) Hypodermic syringes, needles and other objects used, intended to use, or designed for use in parenterally injecting controlled substances into the human body;
- (l) Objects used, intended for use, or designed for use in ingesting, inhaling, or otherwise introducing a controlled substance into the human body, the possession of which is a violation of this Chapter or RCW 69.50, such as:
 - (i) Metal, wooden, acrylic, glass, stone, plastic, or ceramic pipes with or without screens, permanent screens, hashish heads, or punctured metal bowls;
 - (ii) Water pipes;
 - (iii) Carburetion tubes and devices;
 - (iv) Smoking and carburetion masks;
 - (v) Miniature cocaine spoons, and cocaine vials;
 - (vi) Chamber pipes;
 - (vii) Carburetor pipes;

- (viii) Electric pipes;
 - (ix) Air-driven pipes;
 - (x) Chillums;
 - (xi) Bongs;
 - (xii) Ice pipes or chillers.
- (m) In determining whether an object is drug paraphernalia, a court or other authority should consider, in addition to all other logically relevant factors and subject to applicable rules or evidence, the following:
- (i) Statements by an owner or by anyone in control of the object concerning its use;
 - (ii) Prior course of dealing or habit of the owner or person in control of the object;
 - (iii) The proximity of the object, in time and space, to a direct violation of this Chapter or RCW 69.50;
 - (iv) The proximity of the object to controlled substances;
 - (v) The existence of any residue of controlled substances on the object;
 - (vi) Direct or circumstantial evidence of the intent of an owner, or of anyone in control of the object, to deliver it to persons whom he knows, or should reasonably know, intend to use the object to facilitate a violation of this Chapter or RCW 69.50; the innocence of an owner, or of anyone in control of the object, as to a direct violation of this Chapter shall not prevent a finding that the object is intended for use, or designed for use as drug paraphernalia;
 - (vii) Instructions, oral or written, provided with the object concerning its use;
 - (viii) Descriptive materials accompanying the object which explain or depict its use;
 - (ix) National and local advertising concerning its use;
 - (x) The manner in which the object is displayed for sale;
 - (xi) Whether the owner, or anyone in control of the object, is a legitimate supplier of like or related items to the community, such as a license distributor or dealer of tobacco products;
 - (xii) Direct or circumstantial evidence of the ratio of sales of the object(s) to the total sales of the business enterprise;
 - (xiii) The existence and scope of legitimate uses for the object in the community;
 - (xiv) Expert testimony concerning its use.
- (7) *Immediate Precursor* means a substance which the State Board of Pharmacy has found to be and rule designates as being the principal compound commonly used or produced primarily for use, and which is an immediate chemical intermediary used or likely to be used in the manufacture of a controlled substance, the control of which is necessary to prevent, curtail, or limit manufacture.

- (8) *Manufacturer* means the production, preparation, propagation, compounding, conversion or processing of a controlled substance, either directly or indirectly by extraction from substances of natural origin, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis, and includes any packaging or repackaging of the substance or labeling or relabeling of its container, except that this term does not include the preparation or compounding of a controlled substance by an individual for his own use or the preparation, compounding, packaging, or labeling of a controlled substance:
- (a) By a practitioner as an incident to his administering or dispensing of an controlled substance in the course of his professional practice, or
 - (b) By a practitioner, or by his authorized agent under his supervision, for the purpose of, or as an incident to, research, teaching, or chemical analysis and not for sale.
- (9) *Marijuana* means all parts of the plant of the genus *Cannabis* L., whether growing or not, with a THC concentration greater than three-tenths percent on a dry weight basis; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. It does not include the mature stocks of the plant, fiber produced from the stocks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stocks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.
- (10) *Marijuana Concentrates* means products consisting wholly or in part of the resin extracted from any part of the plant *Cannabis* with a THC concentration greater than ten percent.
- (11) *Marijuana Products* means useable marijuana, marijuana concentrates, and marijuana-infused products as defined in this section.
- (12) *Marijuana-Infused Products* means products that contain marijuana or marijuana extracts, are intended for human use, are derived from marijuana as defined in this section, and have a THC concentration no greater than ten percent. The term does not include either marijuana or marijuana concentrates.
- ~~(4013)~~ *Person* means individual, corporation, government or governmental subdivision or agency, business trust, estate, trust, partnership or association, or any other legal entity.
- ~~(414)~~ *Production* includes the manufacture, planting, cultivation, growing, or harvesting of a controlled substance.

(Ord. 5893 Sec. 1, 2021; Ord. 5475 Sec. 1, 2012; Ord. 5336 Sec. 1, 2011; Ord. 2504 Sec. 1 (part), 1980)

Section 2. Section 9.32.020 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

9.32.020: - Prohibited Acts.

- (1) It is unlawful for a person under the age of 21 to possess marijuana, marijuana-infused products, or marijuana concentrates, regardless of THC concentration, unless the same was obtained directly from, or pursuant to, a valid prescription or order from a medical practitioner while acting in the course of his medical practice, or except as otherwise authorized by the laws of the State of Washington. Unlawful possession of marijuana by a person under the age of 21 is a misdemeanor.
- (2) It is unlawful for any person to intentionally smell or inhale the fumes of any type of substance containing a solvent having the property of releasing toxic vapors or fumes as defined in RCW 9.47A.010, which is hereby incorporated by reference as it is now or hereafter amended, or to induce any other person to do so, for the purpose of causing a condition of, or inducing symptoms of intoxication, elation, euphoria, dizziness, excitement, irrational behavior, exhilaration, paralysis, stupefaction, or dulling of the senses of the nervous system, or for the purpose of, in any manner, changing, distorting, or disturbing the audio, visual, or mental processes. ~~glue, cement, or other adhesive containing one or more of the following chemical compounds, for the purpose of becoming intoxicated, inebriated, excited, or stupefied: Acetone, acetate, benzene, butyl alcohol, ethyl alcohol, ethylene, trichloride, isopropyl alcohol, methyl alcohol, methyl ethyl ketone, pentachlorophenol, petroleum ether, or toluene; provided, that~~ ~~†~~This subsection shall not be construed as applying does not apply to the inhalation of any anesthesia for medical or dental purposes. Glue-sniffing-Unlawful inhalation under this subsection is a misdemeanor.
- (3) It is unlawful for any person to use drug paraphernalia to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale, or otherwise induce into the human body a controlled substance the possession of which is in violation of RCW 69.50. Violation of this subsection is a misdemeanor.
- (4) It is unlawful for any person to deliver, possess with the intent to deliver, or manufacture with the intent to deliver, drug paraphernalia, knowing, or under circumstances where one reasonably should know, that it will be used to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale, or otherwise introduce into the human body a controlled substance, the possession of which is in violation of RCW 69.50. Violation of this subsection is a misdemeanor.
- (5) Except for violations of KMC 9.32.020(6), any person who violates any provision of this Chapter in a school or on a school bus, or within 1,000 feet of a school bus route stop designated by the Kennewick or Richland School Districts, or within 1,000 feet of the perimeter of Kennewick or Richland School District grounds, in a public park, in a public housing project designated by the City Council as a drug free zone, or on a public transit vehicle or in a public transit stop shelter, shall be punished by a fine of not less than

\$500.00 and ten days imprisonment, and no portion of such fine or imprisonment shall be suspended.

- (6) It is unlawful to open a package containing marijuana, useable marijuana, ~~or a~~ marijuana-infused products, or marijuana concentrates, or consume marijuana, useable marijuana, ~~or a~~ marijuana-infused products, or marijuana concentrates in view of the general public. A person who violates this section is guilty of a class 3 civil infraction under KMC 1.12.030(3) and Chapter 7.80 RCW, not including statutory assessments.
- (7) The possession, by a person 21 years of age or older of useable marijuana or marijuana-infused products in amounts that do not exceed the following:
 - (a) One ounce of useable marijuana;
 - (b) Sixteen ounces of marijuana-infused product in solid form; or
 - (c) Seventy-two ounces of marijuana-infused product in liquid form;
is not a violation of this section, this chapter, or any other provision of the Kennewick Municipal Code.
- (8) It is unlawful for a person to possess useable marijuana in excess of one ounce, but less than 40 grams, except as otherwise authorized by the laws of the State of Washington. Unlawful possession of marijuana in excess of one ounce, but less than 40 grams, is a misdemeanor.

(Ord. 5893 Sec. 2, 2021; Ord. 5510 Sec. 1, 2013: Ord. 5475 Sec. 2, 2012: Ord. 5336 Sec. 2, 2011: Ord. 5169 Sec. 1, 2007: Ord. 3955 Sec. 1, 2001: Ord. 3924 Sec. 1, 2000: Ord. 3881 Sec. 1, 1999: Ord. 3790 Sec. 1, 1998: Ord. 3433 Sec. 1, 1993: Ord. 3060 Sec. 1, 1987: Ord. 2504 Sec. 1 (part), 1980: Ord. 2089 Sec. 2 (part), 1977)

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 19th day of January, 2021, and signed in authentication of its passage this 19th day of January, 2021.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5893 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington this 20th day of January, 2021.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION_____

Council Agenda Coversheet



Agenda Item Number	5.b.(2)	Council Date	01/19/2021
Agenda Item Type	Ordinance		
Subject	Amendment to KMC Section 9.52.030		
Ordinance/Reso #	5894	Contract #	
Project #		Permit #	
Department	City Attorney		

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

Adopt Ordinance 5894 which expands and clarifies unnecessary noise violations based on the amplified human voice.

Motion for Consideration

I move to adopt Ordinance 5894.

Summary

Ordinance 5894 involves an amendment to KMC Section 9.52.030 that was presented to Council as part of a group of needed code amendments at the January 12, 2021 Council Workshop Meeting.

The amendment proposed to KMC 9.52.030 will expand and clarify the example of unnecessary noise contained in subsection 2(e) by adding the phrase "naturally or mechanically" before the words "amplified human voice". A judge recently interpreted the current code language to be limited to mechanical amplification, which has prohibited the City from prosecuting noise violations based on screaming or yelling in a manner that unreasonably and unnecessarily disturbs the comfort of Kennewick citizens.

Alternatives

None recommended.

Fiscal Impact

None.

Through	Jessica Foltz Jan 13, 11:06:44 GMT-0800 2021
Dept Head Approval	Lisa Beaton Jan 13, 11:35:23 GMT-0800 2021
City Mgr Approval	Marie Mosley Jan 15, 12:27:13 GMT-0800 2021

Attachments:

Ordinance
Ordinance-Redline

Recording
Required?

CITY OF KENNEWICK
ORDINANCE NO. 5894

AN ORDINANCE RELATING TO UNNECESSARY NOISE AND AMENDING
SECTION 9.52.030 OF THE KENNEWICK MUNICIPAL CODE

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

Section 1. Section 9.52.030 of the Kennewick Municipal Code, be, and the same hereby is amended to read as follows:

9.52.030: - Unnecessary Noises.

- (1) Every person who shall make, continue, or cause to be made or continued, any unnecessary or unusual noise between the hours of 6:00 a.m. and 8:00 p.m. which either unreasonably annoys, injures, or endangers the comfort, repose, health or safety of others; and every person who shall, between the hours of 8:00 p.m. and 6:00 a.m. make or continue, or cause to be made or continued whether in the operation of any machine, or the exercise of any trade or calling, or otherwise any noise which either unreasonably annoys, injures or endangers the comfort, repose, health or safety of others, unless the making or continuing of the same be necessary to the protection or preservation of property, or of the health, safety, life or limb of some person, creates a nuisance and shall be guilty of a misdemeanor.
- (2) Unnecessary or unusual noise includes, but is not limited to, the following:
 - (a) Loud and raucous, and frequent, repetitive, or continuous sounds made by any animal;
 - (b) Loud and raucous, and frequent, repetitive, or continuous sounds made by any horn attached to a motor vehicle;
 - (c) Loud and raucous, and frequent, repetitive, or continuous sounds made in connection with the starting, operation, repair, rebuilding or testing of any motor vehicle, motorcycle, off-highway vehicle, or internal combustion engine;
 - (d) Loud or raucous, and frequent, repetitive, or continuous sounds created by use of a musical instrument, or other device capable of producing sound when struck by an object, a whistle, or a sound amplifier or other device capable of producing, amplifying, or reproducing sound;
 - (e) Loud and raucous, and frequent, repetitive, or continuous sounds made by the naturally or mechanically amplified human voice;
 - (f) Loud or raucous, and frequent, repetitive, or continuous sounds created by the use outdoors of any emergency warning device where an actual emergency does not exist; provided that sounds created during maintenance or testing of the emergency warning devices does not constitute unnecessary or unusual noise;
 - (g) Loud or raucous, and frequent, repetitive, or continuous sounds which emanate from real property possessed or controlled by the person causing or

permitting the sound, such as sounds from audio equipment, television set, video equipment, musical instruments, band sessions and/or social gatherings;
(h) Loud or raucous, and frequent, repetitive, or continuous sounds created by the use of blasting devices without the appropriate permit.

(Ord. 5894 Sec. 1, 2021; Ord. 5720 Sec. 1, 2017 ; Ord. 5123 Sec. 1, 2006; Ord. 3060 Sec. 3(part), 1987; Ord. 2385 Sec. 10, 1979)

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 19th day of January, 2021, and signed in authentication of its passage this 19th day of January, 2021.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5894 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington this 20th day of January, 2021.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L.WRIGHT, City Clerk

DATE OF PUBLICATION_____

CITY OF KENNEWICK
ORDINANCE NO. 5894

AN ORDINANCE RELATING TO UNNECESSARY NOISE AND AMENDING
SECTION 9.52.030 OF THE KENNEWICK MUNICIPAL CODE

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

Section 1. Section 9.52.030 of the Kennewick Municipal Code, be, and the same hereby is
amended to read as follows:

9.52.030: - Unnecessary Noises.

- (1) Every person who shall make, continue, or cause to be made or continued, any unnecessary or unusual noise between the hours of 6:00 a.m. and 8:00 p.m. which either unreasonably annoys, injures, or endangers the comfort, repose, health or safety of others; and every person who shall, between the hours of 8:00 p.m. and 6:00 a.m. make or continue, or cause to be made or continued whether in the operation of any machine, or the exercise of any trade or calling, or otherwise any noise which either unreasonably annoys, injures or endangers the comfort, repose, health or safety of others, unless the making or continuing of the same be necessary to the protection or preservation of property, or of the health, safety, life or limb of some person, creates a nuisance and shall be guilty of a misdemeanor.
- (2) Unnecessary or unusual noise includes, but is not limited to, the following:
 - (a) Loud and raucous, and frequent, repetitive, or continuous sounds made by any animal;
 - (b) Loud and raucous, and frequent, repetitive, or continuous sounds made by any horn attached to a motor vehicle;
 - (c) Loud and raucous, and frequent, repetitive, or continuous sounds made in connection with the starting, operation, repair, rebuilding or testing of any motor vehicle, motorcycle, off-highway vehicle, or internal combustion engine;
 - (d) Loud or raucous, and frequent, repetitive, or continuous sounds created by use of a musical instrument, or other device capable of producing sound when struck by an object, a whistle, or a sound amplifier or other device capable of producing, amplifying, or reproducing sound;
 - (e) Loud and raucous, and frequent, repetitive, or continuous sounds made by the naturally or mechanically amplified human voice;
 - (f) Loud or raucous, and frequent, repetitive, or continuous sounds created by the use outdoors of any emergency warning device where an actual emergency does not exist; provided that sounds created during maintenance or testing of the emergency warning devices does not constitute unnecessary or unusual noise;
 - (g) Loud or raucous, and frequent, repetitive, or continuous sounds which emanate from real property possessed or controlled by the person causing or

permitting the sound, such as sounds from audio equipment, television set, video equipment, musical instruments, band sessions and/or social gatherings;
(h) Loud or raucous, and frequent, repetitive, or continuous sounds created by the use of blasting devices without the appropriate permit.

(Ord. 5894 Sec. 1, 2021; Ord. 5720 Sec. 1, 2017 ; Ord. 5123 Sec. 1, 2006; Ord. 3060 Sec. 3(part), 1987; Ord. 2385 Sec. 10, 1979)

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 19th day of January, 2021, and signed in authentication of its passage this 19th day of January, 2021.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5894 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington this 20th day of January, 2021.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L.WRIGHT, City Clerk

DATE OF PUBLICATION_____

Council Agenda Coversheet



Agenda Item Number	5.b.(3)	Council Date	01/19/2021
Agenda Item Type	Ordinance		
Subject	Repeal of KMC Chapter 10.09		
Ordinance/Reso #	5895	Contract #	
Project #		Permit #	
Department	City Attorney		

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

Adopt Ordinance 5895 repealing KMC Chapter 10.09 relating to peace bonds.

Motion for Consideration

I move to adopt Ordinance 5895.

Summary

Ordinance 5895 is part of a group of recommended code revisions that were presented to Council at the January 12, 2021 council workshop meeting.

KMC 10.09 allows the court to require persons alleged to have breached the peace or committed a crime of violence to post a bond to discourage future violent behavior. Failure to post the bond is punishable as a misdemeanor and the bond can be required for a year even in the event that a criminal charge forming the basis for the bond is dismissed. It is believed that this chapter has not been utilized in at least 25 years. At this time, deterrence of violent behavior can be adequately addressed by imposing pre-trial release conditions and/or bail for persons with pending charges and with probation for those who have been convicted. In addition to the City not needing to utilize this chapter, it also presents constitutional concerns. A similar state law provision was repealed in 1992. The legislative history associated with that action indicates that the legislature had significant constitutional concerns about peace bonds. This was largely because of the lack of due process involved in requiring a bond to be posted by someone who was not charged with a crime and had not had the opportunity to challenge the decision to require the bond.

The City Attorney's office is recommending that KMC Chapter 10.09 be repealed due to lack of use and constitutional concerns.

Alternatives

None recommended.

Fiscal Impact

None.

Through	Jessica Foltz Jan 13, 11:15:26 GMT-0800 2021
Dept Head Approval	Lisa Beaton Jan 13, 11:52:06 GMT-0800 2021
City Mgr Approval	Marie Mosley Jan 15, 12:29:39 GMT-0800 2021

Attachments:

Ordinance
Ordinance-Redline

Recording Required?

CITY OF KENNEWICK
ORDINANCE NO. 5895

AN ORDINANCE RELATED TO PROCEEDINGS TO KEEP THE PEACE AND
REPEALING CHAPTER 10.09 OF THE KENNEWICK MUNICIPAL CODE.

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

Section 1. Chapter 10.09 of the Kennewick Municipal Code, be, and the same hereby is,
repealed.

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
19th day of January, 2021, and signed in authentication of its passage this 19th day of January,
2021.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5895 filed and recorded
in the office of the City Clerk of the City of
Kennewick, Washington this 20th day of
January, 2021.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION _____

CITY OF KENNEWICK
ORDINANCE NO. 5895

AN ORDINANCE RELATED TO PROCEEDINGS TO KEEP THE PEACE AND
REPEALING CHAPTER 10.09 OF THE KENNEWICK MUNICIPAL CODE.

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

Section 1. Chapter 10.09 of the Kennewick Municipal Code, be, and the same hereby is,
repealed.

~~CHAPTER 10.09—PROCEEDINGS TO KEEP THE PEACE~~

~~10.09.010:—Purpose and Scope.~~

~~It is the purpose of this chapter to give the judicial officers of the City of Kennewick all necessary and proper powers to keep and maintain the public peace and to ensure the individual safety of its citizens. The provisions of this chapter will be liberally construed to accomplish this purpose. These provisions are supplemental to the provisions of RCW 10.13 and other relevant state laws and city ordinances.~~

~~(Ord. 2456 Sec. 1(part), 1980)~~

~~10.09.020:—Commencement of Action.~~

~~An action to keep the peace is commenced by the service of civil process or by the institution of any criminal proceedings alleging an offense constituting an act of violence or a breach of the peace, or an offense anticipatory to either.~~

~~(Ord. 2456 Sec. 1(part), 1980)~~

~~10.09.030:—When Peace Bonds may be Required.~~

~~In any proceedings to keep the peace, a court may require the posting of a peace bond under any circumstance where it would have been warranted at common law or under the laws of the State of Washington, or whenever by a preponderance of the evidence it appears that:~~

~~(1) A person has committed an act of violence or a breach of the peace;~~

~~(2) A person has committed any of the following offenses:~~

~~(a) Assault;~~

~~(b) Coercion;~~

~~(c) Provoking Assault;~~

~~(d) Reckless Endangerment;~~

~~(e) Disorderly Conduct;~~

~~(f) Vagrancy;~~

~~(g) Creating a Public Nuisance;~~

~~(h) Lewd Conduct.~~

~~(3) A person has committed an offense anticipatory to, or of which includes as an element, one of the above; or~~

~~(4) A person has manifested an intention, stated or otherwise indicating that he will cause harm or injury to any person or property, or will intentionally annoy or injure any person in the quiet enjoyment of his property.~~

~~(Ord. 2456 Sec. 1(part), 1980)~~

~~10.09.040:—Criminal Proceedings—Acquittal No Bar.~~

~~Should it appear, following the conviction of a person for a criminal offense or upon his acquittal, that a peace bond is in order, the court may, upon the motion of prosecution or upon its own motion, require the posting of a peace bond, but, unless notice that such a bond might be required was previously given to the defendant or his counsel, he must be afforded a reasonable time to respond if he so requests. It shall be no bar to the requiring of a peace bond that the person was acquitted of any criminal charge.~~

~~(Ord. 2456 Sec. 1(part), 1980)~~

~~10.09.050:—Posting and Forfeiture.~~

~~(1) —Upon a judgment imposing a peace bond, the defendant shall post a cash bond or a surety bond with such sureties as are approved by the court. The bonds shall be posted within ten days unless an appeal is taken.(2)If it appears within one year of the entry of judgment that the defendant has violated any term of his bond or has committed a crime of violence or breached the peace, the court may, upon due notice, order him to show cause why his bond should not be forfeited. The bonds shall be disposed of as are all forfeitures for violation of municipal ordinances.~~

~~(Ord. 2456 Sec. 1(part), 1980)~~

~~10.09.060:—Indigence.~~

~~Should a defendant be unable to post a bond within ten days because of poverty, the court may authorize installment payments or may suspend all or a portion of said bond.~~

~~(Ord. 2456 Sec. 1(part) 1980)~~

~~10.09.070:—Failure or Refusal to Post Bond.~~

~~Refusal to post a bond or failure to pay a forfeited surety or suspended bond is a misdemeanor punishable by a fine in the amount of the bond. Refusal to post a bond is a continuing offense.~~

~~(Ord. 2456 Sec. 1(part), 1980)~~

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

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON this 19th day of January, 2021, and signed in authentication of its passage this 19th day of January, 2021.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5895 filed and recorded
in the office of the City Clerk of the City of
Kennewick, Washington this 20th day of
January, 2021.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION _____

Council Agenda Coversheet



Agenda Item Number	5.c.	Council Date	01/19/2021
Agenda Item Type	Resolution		
Subject	Supporting Amendment of State of Emergency		
Ordinance/Reso #	21-02	Contract #	
Project #		Permit #	
Department	City Attorney		

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

Staff recommends council adopt Resolution 21-02.

Motion for Consideration

I move to adopt Resolution 21-02.

Summary

On December 12, 2020, council held a workshop to discuss city authority in light of the most recent Proclamation issued by Governor Inslee on January 11th, titled "Healthy Washington – Roadmap to Recovery". Council discussed the fact that the proclamation uses a regional approach that does not account for local conditions, arbitrarily and capriciously affects Kennewick residents and businesses and circumvents duly elected officials responsibility to represent their constituents. Council discussed adoption of a Resolution similar to that being considered by the Benton County Commissioners. The purpose of Resolution 21-02 is to voice council's objection to the current proclamation and advocate for immediate consideration by the State Legislature of amendments to the statutory language under Ch. 43.06 RCW to impose reasonable limitations upon the emergency powers granted to the Governor therein.

Alternatives

None

Fiscal Impact

None

Through	Selena Swearingen Jan 13, 15:44:37 GMT-0800 2021
Dept Head Approval	Lisa Beaton Jan 13, 15:50:21 GMT-0800 2021
City Mgr Approval	Marie Mosley Jan 15, 12:34:00 GMT-0800 2021

Attachments: Resolution

Recording Required?

CITY OF KENNEWICK
RESOLUTION NO. 21-02

IN THE MATTER OF RESPONSE TO THE COVID-19 PANDEMIC AND
REQUESTING STATUTORY LANGUAGE SETTING LIMITS ON STATE OF
EMERGENCY DURATION WITHOUT LEGISLATIVE APPROVAL

WHEREAS, on February 29, 2020, the Governor declared a State of Emergency in all counties in the State of Washington due to the number of confirmed cases of COVID-19 in the state; and

WHEREAS, on March 23, 2020, the Governor issued Proclamation 20-25: “Stay Home, Stay Healthy,” requiring Washingtonians to stay home unless they were engaged in an approved essential activity or business; and

WHEREAS, on May 31, 2020, Governor Inslee issued Proclamation 20-25.04: “Transition from ‘Stay Home, Stay Healthy’ to ‘Safe Start, Stay Healthy’ County-by-County Phased Reopening,” allowing phased reopening of counties based on Washington State Department of Health metrics; and

WHEREAS, on October 13, 2020, Benton County’s application to move to Phase 2 of the Phased Approach to Reopening Washington Plan was approved; and

WHEREAS, on November 15, 2020, Governor Inslee issued Proclamation 20-25.08: “Stay Safe – Stay Healthy,” which abruptly closed businesses previously operating under all necessary protocols and precautions as well as prohibited social gatherings; and

WHEREAS, on January 11, 2021, Governor Inslee issued Proclamation 20-25.12: “Healthy Washington – Roadmap to Recovery,” which uses a regional approach that does not account for local conditions, arbitrarily and capriciously impacts Kennewick residents and businesses, and circumvents duly elected local officials’ responsibilities and duties to represent their constituents; and

WHEREAS, Kennewick businesses and establishments have been practicing necessary COVID-19 prevention protocols as prescribed by the Washington State Department of Health to safely serve the local community and employ its residents; and

WHEREAS, Governor Inslee has issued no less than 350 COVID-19-related proclamations, with multiple amendments directed at all 39 counties, which all have varying transmission rates, demographics, community values, cultural norms, and populations ranging from just over 2,000 to 2.6 million people; and

WHEREAS, the continuation of implemented limitations creates inequity and inconsistency among the business community and negatively impacts independent, locally-owned, small businesses which have invested significant time and resources to ensure their employees and their customers maintain a safe environment and follow common-sense COVID-19 prevention

protocols and guidelines to limit transmission while continuing to allow their business to be open; and

WHEREAS, small businesses are critical to our economy and provide employment, essential services for the community, a vital role in the overall health and welfare for residents, and revenue for local public agencies to continue to provide essential services for public health, welfare, and benefit; and

WHEREAS, the Benton-Franklin Health District has been providing seven-day-a-week, free drive-thru COVID-19 testing sites for anyone wishing to be tested, whether symptomatic or not; and

WHEREAS, the City Council of the City of Kennewick recognizes that one of its essential functions is to ensure the health and welfare of Kennewick residents; and

WHEREAS, the State of Washington and its agencies are not bound by this Resolution, so each resident of Kennewick must be aware that this Resolution does not protect them from action by the State or its agencies and are encouraged to use their own judgement concerning future choices and action; and

WHEREAS, the City Council of the City of Kennewick is committed to advocating for the rights of its residents and businesses and will continue to voice our objection to the regulations that we believe exceed the authority afforded the Governor under RCW 43.06.220 and negatively impact our community; NOW, THEREFORE

BE IT RESOLVED that the City Council of the City of Kennewick, in the interests of ensuring the health and welfare of the residents and businesses of Kennewick, concludes that the Governor's Proclamation 20-25.12: "Healthy Washington – Roadmap to Recovery" arbitrarily and capriciously impacts Kennewick residents and businesses without recognition of local elected officials and their duties to represent the interests of their constituents; and

BE IT FURTHER RESOLVED that the City Council of the City of Kennewick recognizes its limited authority under the Washington State Constitution, and that it cannot usurp or supersede the authorities of the State Legislature and/or the Governor to reopen local businesses; and

BE IT FURTHER RESOLVED that the City Council of the City of Kennewick believes that the Benton-Franklin Health District and its Health Officer are the appropriate authority to institute necessary policies and protocols, while focusing on the education of our residents and businesses on the best options to prevent and reduce the spread of COVID-19; and

BE IT FURTHER RESOLVED that the City Council of the City of Kennewick, in consideration of the indefinite nature of this State of Emergency, calls on the Governor and the Washington State Legislature to immediately begin examination and drafting of those measures necessary to amend statutory language under Title 43, Chapter 6 of the Revised Code of Washington for the purposes of requiring legislative approval for any State of Emergency lasting longer than 30 days.

This Resolution shall become effective upon adoption and shall continue until further formal action of the City Council of the City of Kennewick.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 19th day of January, 2021, and signed in authentication of its passage this 19th day of January, 2021.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

RESOLUTION NO. 21-02 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington, this 20th day of January, 2021.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

Council Agenda Coversheet



Agenda Item Number	7.a.	Council Date	01/19/2021
Agenda Item Type	Contract/Agreement/Lease		
Subject	City Manager Performance Review		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	City Manager		

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

Recommendation

City Council determine a potential salary adjustment for the City Manager effective January 1, 2021 based on her achievement of the Council established goals for 2020 and overall performance.

Motion for Consideration

I move to authorize a x% salary adjustment for the City Manager effective January 1, 2021 based on her achievement of the Council established goals for the 2019/2020 biennium and overall performance.

Summary

The 2019/2020 biennial budget set forth a strategic plan for the city and staff to implement during the biennium. That strategic implementation plan became the organization and the City Manager goals for the biennium that are in alignment with Council's goals and priorities. The goals are identified in the attached presentation and the City Manager performance review provided to the City Council.

During the workshop of November 10th, the City Manager reviewed the biennial goals and accomplishments of those goals for the 2019/2020 biennium. Subsequently on December 2nd, the City Manager sent her performance review, summarizing the goals and accomplishment to Council (which is attached). Council convened into an executive session on January 12th to discuss achievement of the goals and provide feedback to the Mayor and Mayor Pro-Tem. On January 13th, the Mayor and Mayor Pro-Tem met with the City Manager to provide the results of the executive session.

Alternatives

N/A

Fiscal Impact

Each 1% increase results in a \$171 salary increase per month.

Through

Dept Head Approval

City Mgr Approval

Marie Mosley
Jan 14, 16:33:51 GMT-0800 2021

Attachments:

Presentation
Performance Review

Recording Required?



Strategic Implementation Plan 2019/2020 Goals & Priorities

**City Council Workshop
November 10, 2020**

Priority Areas



*I want to be safe where I live, work
and play.*



Community Safety: Goals

Objective – Continue to Ensure the Safety of our Community by Maintaining Current Service Levels & Partnerships

Continued Focus on Combatting Criminal Gang Activity

- * Replace Police Radios – **Completed**
- * Provide Cell Phone Capability for all Officers - **Completed**
- * Continue focus on Implementation of Regional Programs – **Ongoing Collaboration**



Enhance School Safety

- * Continue School Resource Officer (SRO) Program in High Schools – **Completed**
- * Implement 5 new SRO's in each of the Middle Schools and share the costs with Kennewick School District – **Completed in Park & Highlands Middle School; ongoing discussion in remaining**
- * Realign our DARE program in support of the new SRO's – **Will occur if we implement SRO's in all 5 middle schools**



Provide Recommendations to Address High Priority Capital Needs in Fire

Strategic Fire Station Planning:

- Provide a financial plan, to include the timing for each of the stations and the bonding requirements for building station #6, remodel or replace station #1 and rebuilding station #3 for council consideration. – Completed for station #3, in process for station #1; station #6 included in capital program
- Select a project manager for fire station projects – Completed
- Complete the fire station design – Completed
- Construct the fire station that is identified as the priority project in this biennium – Station #3 under Construction

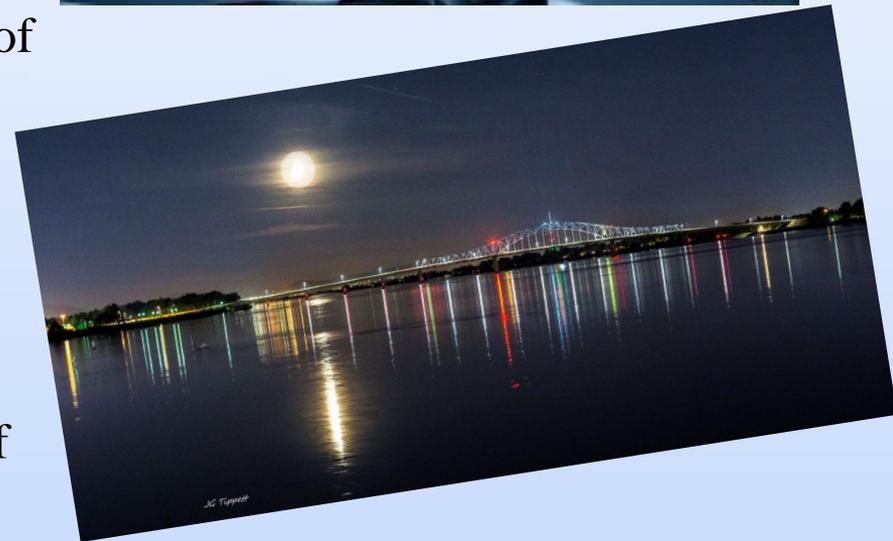
Implementation of Strategic Staffing Model:

- Hire the twelve new firefighters by March 1, 2019 to meet the SAFER grant requirements – Completed
- Implement the regional recruit academy – Completed for the 12 new recruits in 2019
- Hire the approved deputy chief position – Completed recruitment with offer to DC Crowley
- Implement the interim deployment model until Station #6 is built and staffed with the new positions – Working on the deployment model & advertising internally



Provide Safe Drinking Water for our Existing and Growing Population

- ❁ Implement the recommendations from the Water/Sewer Rate Study approved by Council and incorporated into the biennial budget:
 - * Hire the ACT Specialist position to provide backup for the SCADA & Telemetry Program in 2019 – **Completed in March, 2019**
 - * Hire the Pre-treatment program lead in support of our growing pre-treatment requirements – **Completed in May, 2019**
- ❁ Complete the priority capital projects that are identified in the biennial budget in support of the rate study (following are some of the projects):
 - * AMR/AMI project – **In process**
 - * 18th & Kellogg Reservoir Improvements – **Under construction**
 - * Zone 2 Transmission Main Improvements – **Construction completed and final acceptance in process**
- ❁ Update rate study in 2020 for preparation of the 2021/2022 biennial budget – **Completed & recommendations approved in October, 2020**



*I want a diverse and vibrant economy
in Kennewick.*



Economic Development: Goals

Objective - Support Existing Businesses and the Creation of Sustainable Family Wage Jobs

- * Support and Promote the Realignment of the City's Urban Growth Area
- * Implement the Vision and Policies Established for the City's Opportunity Centers:
 - * Bridge to Bridge/Downtown
 - * Vista Entertainment District
 - * Columbia Park
 - * Southridge
- * Support Legislative Efforts for the Building Business Ecosystems Bill



Economic Development Priorities

Implement the realignment of the Cities UGA

- * Partnership with Benton County, property owners and Futurewise to support the realignment application – **Completed UGA amendment & annexation**
- * Work with Developers and Property Owners to implement the vision – **Discussions occurring and will continue into 2021/2022**

Southridge Development

- * Work in partnership with property owners and developers to implement the vision of Southridge – **Completed regional stormwater facility project & continue discussions with developers**

Rural County Capital Funds & Partnerships:

- * **Columbia Gardens** – implement phase II in partnership with the County, Port, CBC and private developers – **Building & Loop Road Work Completed**
- * **Vista Field** – implement phase I Vista Field improvements in partnership with the Port & provide the synergy with the Entertainment District – **Public Private Project Announcement, Vista Waterline Improvements, Station #3 construction & access road**
- * Partnership with Port of Kennewick – continue to identify and implement other RCCF partnership opportunities – **Discussions on future opportunities**

Bridge to Bridge/Downtown – In partnership with Port of Kennewick, HDKP, CBC and other stakeholders to implement the vision for Bridge to Bridge area

- * Connectivity – make recommendations on improvements to Washington to support connectivity from the Riverfront to the Downtown – **Received \$500k complete streets award for Washington Corridor Improvements & working to leverage dollars**

Support Building Business Ecosystems Act – for Vista Field Development – **Legislative Process & Priority**

Community Branding:

- * **Wayfinding** – implement phase I Wayfinding in Kennewick – **Gateway Signage; Columbia River Landing & Columbia Park Monument Installed**



I want a well-maintained City whose infrastructure keeps pace with growth.



Infrastructure and Growth: Goals

Objective - Maintain Existing Infrastructure and Build New Infrastructure to Support Economic Development & Expansion

- ✿ Strategic Funding & Implementation of a Sustainable Capital Facilities Plan
 - ✿ Transportation Projects
 - ✿ Utility Infrastructure
 - ✿ City Owned Facilities & Parks
- ✿ Continue Infrastructure Planning and the Development of Creative Legislative Solutions to Achieve Council's Strategic Goals in our Opportunity Centers
- ✿ Implement Creative Solutions to Maintain the City's Existing Infrastructure & Provide for Growth in the Most Efficient Manner Possible



Infrastructure & Growth Priorities

* Sustainable Funding for Priority Capital Facilities Plan:

- * Pavement Preservation – \$2M annually plus Kennewick Avenue project & continue to review long-term strategy for sustainable funding – **Completed projects**
- * Priority Capital Needs (strategic plan to manage the aging infrastructure):
 - * Police & Fire Fleet Replacement Program – additional one-time funding – **Completed**
 - * Street & Parks Partial Fleet Replacement – additional one-time funding – **Completed**
 - * Fire Stations – implement the recommendations for Fire Station facilities – **Construction of station #3 and land purchase for station # 1 in process**
 - * Ridgeline/395 Intersection – in partnership with WDOT – **Bid & award by Dec, 2020**
 - * Planned Replacement of City Hall – in 5 years (develop options & recommendation) – **Currently reviewing options with master planning effort included in 2021/2022 budget**
 - * Technology Improvements – implement IT strategic plan – **Completed**
 - * Sidewalk Replacement Program – identify & implement priority improvements – **Completed**

* Water/Sewer & Stormwater Rate Recommendations:

- * Wastewater Treatment Plant Improvements – **Completed phase 2 pilot project & moving forward with Florida Green concept**
- * Sewer Interceptor Project – **Completed ph 1 & 2; ph 3 has been constructed and final acceptance in process**
- * Equipment Operator for Stormwater – **Hired in 2019**
- * Priority Plant & Infrastructure Capital Needs
- * Decant Facility & Equipment – **Completed**
- * Review Water/Sewer & Stormwater Rates in 2020 for the upcoming biennium – **Completed**

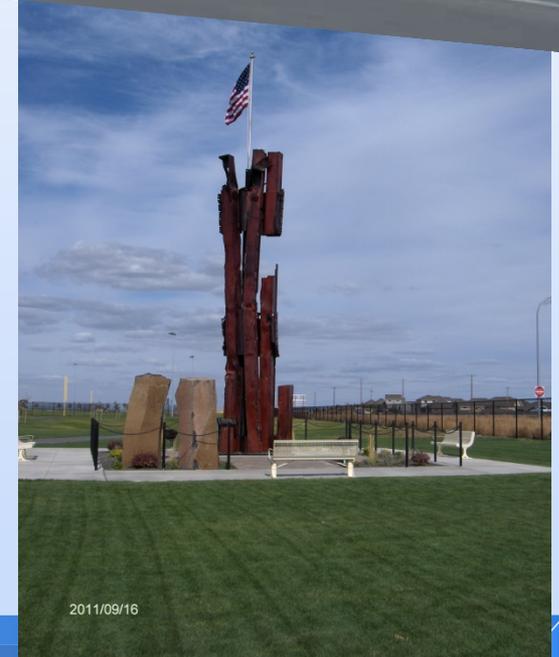
I want to enjoy access to a variety of amenities and opportunities in a safe environment.



Quality of Life Goals

Objective – Maintain Parks, Provide for Diverse Entertainment Options and Offer Recreation Programs for a Well Planned Community

- ❁ Support and Promote Conveyance of Columbia Park
- ❁ Leverage Community Partnerships and Align our Service Delivery to Implement Council Goals and Priorities
- ❁ Prepare for Future Growth through Implementation of our Strategic Comprehensive Plan



Quality of Life Priorities

☼ Support & Promote Conveyance of Shoreline

- ★ Partner with USACE & other agencies – Discussions in process, met with Tribes and working on MOU with Tribes; Treaty Rights 101 scheduled
- ★ Complete Golf Course Clubhouse – Completed
- ★ Secure Sponsorships & Complete Playground of Dreams – Completed
- ★ Partner with Kiwanis Club to identify options for JS Express – On hold while Kiwanis Fundraises

☼ Leverage Partnerships in Community

- ★ Wildland/Urban interface mitigation plan – Zintel Canyon partnership with KID and cross functional team – Team Rubicon, Encampments and City/KID Efforts in Zintel Canyon
- ★ Homeless ness & Housing – Work with Housing Authority and other partners to find creative solutions for Homeless & Affordable Housing Options – Continued work with Housing Authority to identify options

☼ Park & Greenway Maintenance

- ★ Tree replacement and maintenance program – Assessed & Removed Priority Trees
- ★ Work on creative solutions (Arts in Roundabouts); seek sponsorship opportunities & maintain art projects – Sponsorships and continue work in process
- ★ Implement modified Jail Work Crew & Part-time/Seasonal Help – Implemented a shared workcrew with Benton County in January, 2019 and then provided notification to Benton County to discontinue at this time due to COVID & lack of eligible inmates
- ★ Implement Cost Recovery Recommendations:
 - ★ Recover minimum of 60% of the costs of Youth & Senior Programs – Completed Youth & Phasing in Senior Programs
 - ★ Recover 100% of the costs for Adult Programs – Completed

*I want a City government that is responsive,
responsible and fiscally accountable.*



Responsible Government: Goals

Objective - Provide Exceptional Public Service, Stewardship, Transparency and a Sustainable Future

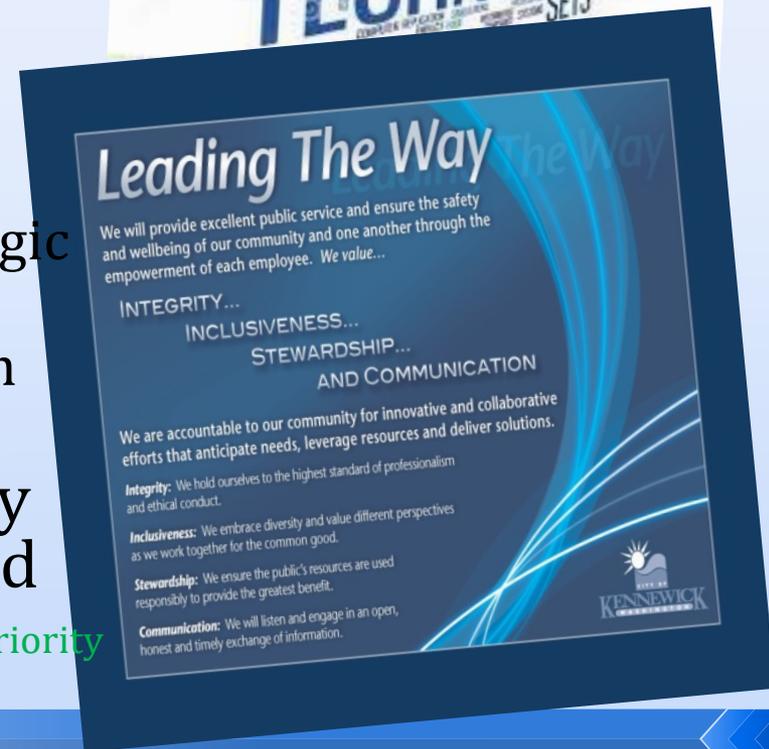
* Utilize Creativity and Flexibility in Program Delivery:

- * Cross-Functional Teams – Development review; Mitigation Team; Snow Events; Community Events; Safer Grant; Complete Streets Grant; Facilities Committee; Graffiti Abatement Team; Citizen Academy; Social Media and Public Relations & Park/PW CIP Team
- * Staff Development – Working on succession planning for retirements and developing successors through leadership opportunities

* Maintain Internal Infrastructure

- * Fully Implement the 5-Year IT Strategic Plan – In process
- * Ensure adequate funding to maintain fleet program – In Process

* Enhance and Leverage Community Partnerships for Most Efficient and Effective Service Delivery – Ongoing Priority



Responsible Government Priorities

- ✿ IT Strategic Plan – Implement IT Strategic Plan Recommendations:
 - ✿ Eden System Replacement – In Process
 - ✿ BIPIN System Replacement – Including new analyst to support BIPIN and cross training – In Process (Analyst Hired; Cross-Training Occurring); Complete in March, 2021
 - ✿ Network Security Audit – Delayed due to COVID and other priorities
 - ✿ Televising Council Meetings – Enhance outreach to community – Implemented 9/3/19
 - ✿ Phase 3 Physical Security – Water Treatment Plant – Gates installed and completed by Dec, 2020
 - ✿ Workstation Replacement Program – Completed
 - ✿ Advanced Authentication – Restrict unauthorized access – In Process
- ✿ Records Management – Form a public records unit
 - ✿ Consolidate police & city public records unit and make public records officer full-time – Completed
- ✿ Fleet System – provide sustainable funding
 - ✿ Replacement Reserves for all City fleet – Completed
 - ✿ Evaluate mechanic position & needs at mid-biennium – On Hold

Responsible Government Priorities

- ✿ Internal Cross Functional Teams and Succession Planning:
 - ✿ Cross Training Opportunity for BIPIN Analyst – Completed
 - ✿ Cross Training Opportunity for CDBG Coordinator Position – Completed
 - ✿ Realignment of Existing Personnel – AMR system implementation – In Process
 - ✿ Implement Cross Function Teams:
 - ✿ Development Review – Continue with Cross Functional Team & Developer Input
 - ✿ Inspection Program – In Process
 - ✿ Attracting the Next Generation – Succession Planning & Cross Functional Team Efforts – In Process
 - ✿ Social Media and Public Outreach – Continue Implementation; KONA Radio Highlights; Press Releases, Interviews, Communication and Relationship Building
 - ✿ Zintel Canyon Mitigation – Formed and working on projects
- ✿ Partnerships – work with developers and partner agencies to provide the best service to our citizens and community by identifying creative/flexible solutions – Developer Forums and Feedback

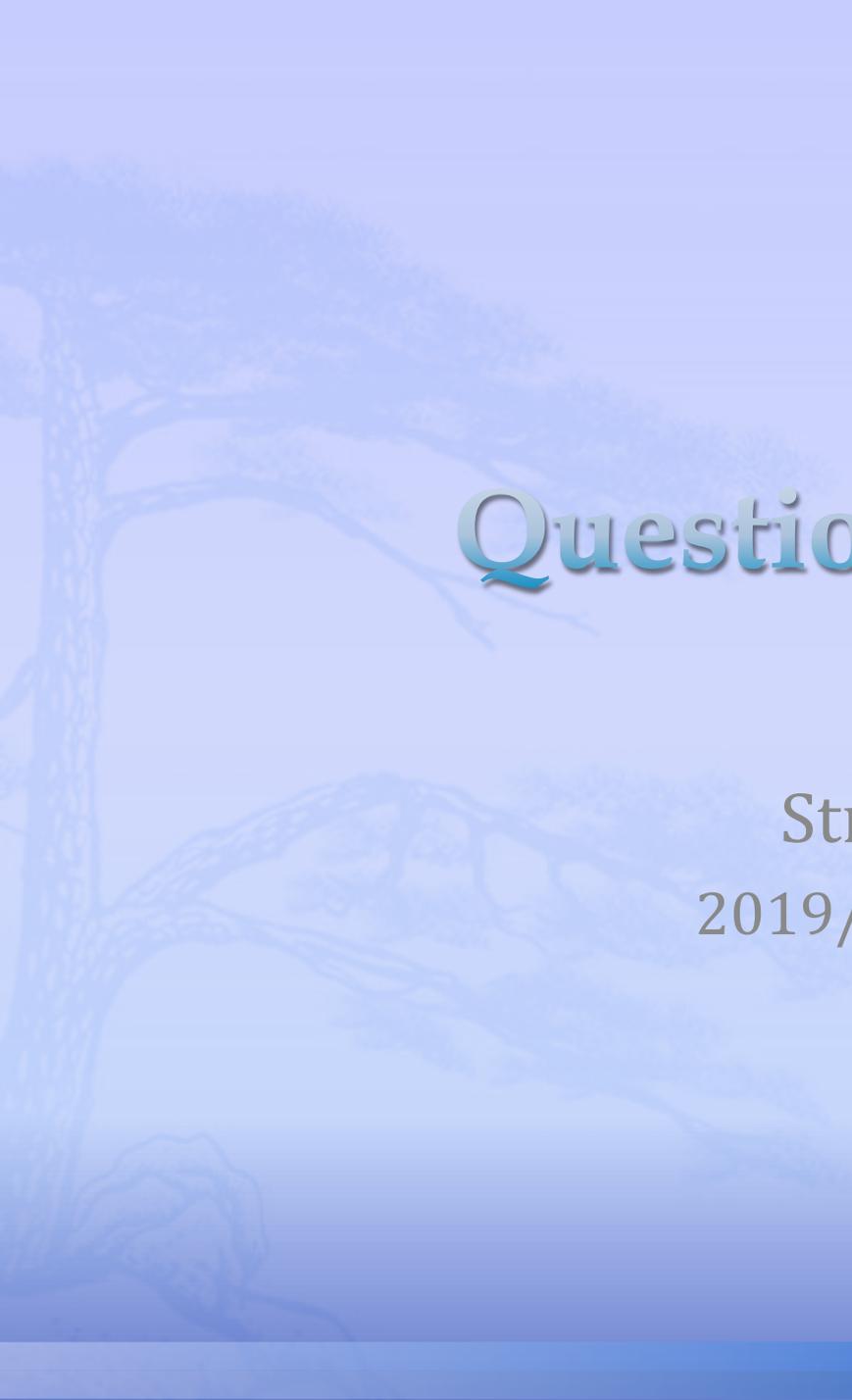
Other Accomplishments

* COVID Response:

- * Modified deployment of City-wide resources
 - * Public Safety Response
 - * Grant Tracking
 - * Masking Survey assistance to BFHD
 - * Provided existing services allowed in creative and flexible manner
 - * Utilization of electronic services introduced to more customers
 - * Implemented new programs & delivery models – drive-in air show, drive in movies, etc.
- * Developed a continuity of operations & reopening plan for City staff & facilities
 - * Implemented teleworking plan
 - * Tracked and Implemented ever changing Federal and State Leave laws
- * Worked with BFHD, DOH, Governor's Office to reopen businesses and industries
 - * Weekly and then bi-weekly MAC group and LDM group meetings with BFHD
 - * Implemented code changes allowing for use of parking space for outdoor dining
 - * Implemented CDBG microenterprise grants & utility payment assistance

* Sustainable Operating & Capital Budget:

- * Recommending additional \$1M for pavement preservation in 2022
- * Provided for additional funding for animal shelter (\$2M total)
- * Financial Challenges due to COVID:
 - * Addressed significant revenue losses for 2020 & the 2021/2022 biennial budget
 - * Utilized the \$3.765M CARES funding for strategic public safety response during the pandemic



Questions or Comments

Strategic Plan Implementation
2019/2020 Biennial Accomplishments





CITY OF KENNEWICK
PERFORMANCE REVIEW

Employee Name:	Marie Mosley	Employee Number:	
Title:	City Manager	Review Type:	<input checked="" type="checkbox"/> Annual <input type="checkbox"/> Probationary
Department:	City Manager	Supervisor:	City Council
Period Evaluated:	1/1/2020-12/31/2020	Length of Time Supervising Employee:	10 years

2019/2020 PAY-FOR-PERFORMANCE GOALS

Organizational Goals

Goals	Weight	Measurement	Year-End Evaluation
<i>Community Safety</i>		Continue Focus on Combatting Criminal Gang Activity: <ol style="list-style-type: none"> 1. Replace Police Radios 2. Provide Cell Phone Capability for all Officers 3. Continue Focus on Implementation of Regional Programs 	<ol style="list-style-type: none"> 1. Completed – The replacement of portable radios and mobile radios 2. Fully completed – We have provided cell phones for each officer for a more effective use of our resources 3. Ongoing collaboration – Will continue with implementation of regional programs and partnerships; working on the jail contract with Benton County and completed the notice to terminate work crew contract
<i>Community Safety</i>		Enhance School Safety: <ol style="list-style-type: none"> 1. Continue School Resource Officers (SRO) Program in High Schools 2. Implement 5 new SRO’s in each of the middle schools and share the costs with Kennewick School District 3. Realign our DARE Program in support of the new SRO’s 	<ol style="list-style-type: none"> 1. Completed – SRO’s are continuing to provide support to the KSD in each of the High Schools 2. In Discussion – KSD is continuing to look at funding for all middle schools as we continue with SRO’s in Highlands and Park Middle School; once middle schools are fully back in session (due to COVID) we will continue these discussions 3. In Discussion – will occur if we implement SRO’s in all 5 middle schools
<i>Community Safety</i>		Strategic Fire Station Planning: <ol style="list-style-type: none"> 1. Provide a financial plan for building station #6, remodel or replace station #1 and rebuilding station #3 for council consideration 2. Complete the fire station design 3. Construct the fire station that is identified as a priority project for the biennium 	<ol style="list-style-type: none"> 1. Sold bonds for Station #3 and began construction in 2020; PSA in process with Trios for Station #1 land and planning efforts are underway 2. Completed – Fire station #3 design completed 3. In Process – Station 3 was bid and awarded on 5/19/20; Bonds issued in early April, 2020
<i>Community Safety</i>		Implementation of Strategic Staffing Model: <ol style="list-style-type: none"> 1. Hire the twelve new firefighters by March 1, 2019 to meet SAFER grant requirements 2. Implement the regional academy 3. Hire the approved deputy chief position 4. Implement the interim deployment model until station #6 is built and staffed with the new positions 	<ol style="list-style-type: none"> 1. Completed – all twelve firefighters were hired by March 1, 2019 2. Completed – all twelve new recruits went through the regional fire academy 3. Completed – Deputy Chief Crowley was hired to fill this position 4. In process – will begin implementation of pilot “peak hour schedule” program on 1/1/21; 3 staff have expressed interest

<i>Community Safety</i>		Implement the recommendations from the Water/Sewer Rate Study approved by Council and incorporated into the biennial budget: <ol style="list-style-type: none"> 1. Hire the ACT Specialist position to provide backup for the SCADA & Telemetry program in 2019 2. Hire the pre-treatment program lead in support of our growing pre-treatment requirements 	<ol style="list-style-type: none"> 1. Completed in March, 2019 2. Completed in May, 2019
<i>Community Safety</i>		Complete the priority capital projects that are identified in the biennial budget in support of the rate study: <ol style="list-style-type: none"> 1. AMR/AMI Project 2. 18th & Kellogg Reservoir Improvements 3. Zone 2 Transmission Main Improvements 	<ol style="list-style-type: none"> 1. In Process 2. Design completed in Nov, 2019; bid in Jan, 2020; bid award on 2/18/20; bonding completed in Dec, 2019 3. Design and construction is completed and acceptance scheduled for 12/1/20
<i>Community Safety</i>		Update water/sewer rate study in 2020 for preparation of 2021/2022 biennial budget	Completed rate study in 2020: <ul style="list-style-type: none"> • Workshop – 9/22/20 • Ordinance adoption – 10/6/20
<i>Economic Development</i>		Implement the realignment of the Cities Urban Growth Area (UGA): <ol style="list-style-type: none"> 1. Partnership with Benton County, property owners and Futurewise to support the realignment application 2. Work with developers and property owners to implement the vision 	<ol style="list-style-type: none"> 1. Completed – application was approved by the B/C Planning Commission and will be considered by Benton County Commissioners in late 2019; appeal is in process; annexation of area approved in March, 2020 2. Discussions occurring and will continue in upcoming biennium
<i>Economic Development</i>		Southridge Development: <ol style="list-style-type: none"> 1. Work in partnership with property owners and developers to implement the vision of Southridge 	<ol style="list-style-type: none"> 1. Completed regional stormwater facility project; continue to discuss commercial opportunities with developers; residential development is ongoing
<i>Economic Development</i>		Rural County Capital Funds & Partnership: <ol style="list-style-type: none"> 1. Columbia Gardens – implement phase II in partnership with the County, Port, CBC and private developers 2. Vista Field – implement phase I Vista Field improvement in partnership with the Port & provide the synergy with the Entertainment District 3. Partnership with the Port of Kennewick – continue to identify and implement other RCCF partnership opportunities 	<ol style="list-style-type: none"> 1. 2 new tasting rooms completed; loop road work completed; discussion with CBC continue regarding culinary arts school 2. Public private project announcement & Vista Waterline Improvements; Grandridge/Deschutes realignment complete; station 3 construction in process; access road Interlocal agreement with the Port and joint funding approved on 10/20/20 3. Discussions on future opportunities for partnership and use of RCCF in process
<i>Economic Development</i>		Bridge to Bridget/Downtown – In partnership with Port of Kennewick, HDKP, CBC and other stakeholders to implement the vision for Bridget to Bridge area: <ol style="list-style-type: none"> 1. Connectivity – make recommendation on improvements to Washington Street to support connectivity from the Riverfront to the Downtown 	<ol style="list-style-type: none"> 1. Received \$500k complete street award for Washington Corridor Improvements and formed a multi-jurisdictional/cross-functional team to make a recommendation on improvements; Port of Kennewick has agreed to partner in financial contribution towards project; MOU in process and project to be completed in 2021/2022 biennium
<i>Economic Development</i>		Support Building Business Ecosystems Act – for Vista Field Development	<ol style="list-style-type: none"> 1. In process – establish this as a legislative priority and met with legislators during a workshop in 2019 to discuss priorities and jointly working together; will

			continue in 2021 working on this priority
<i>Economic Development</i>		Community Branding: 1. Wayfinding – implement phase I wayfinding in Kennewick	1. Completed –Gateway signage, Columbia River Landing & Columbia Park monument have been installed
<i>Infrastructure and Growth</i>		Sustainable Funding for Priority Capital Facilities Plan: 1. Pavement Preservation - \$2M annually plus Kennewick Avenue project & continue to review long-term strategy for sustainable funding 2. Priority Capital Needs (strategic plan to manage the aging infrastructure): <ul style="list-style-type: none"> • Police & Fire Fleet Replacement • Street & Parks Partial Fleet Replacement • Fire Stations • Ridgeline/395 Intersection • Planned Replacement of City Hall • Technology Improvements • Sidewalk Replacement Program 	1. Completed 2019 & 2020 pavement preservation projects and have included \$1M additional funding in 2022, along with funding for a pavement rating update in 2021 2. Completed & In Process: <ul style="list-style-type: none"> • Police, Fire, Street & Parks vehicles have been purchased; • Fire station #3 construction in process; PSA in process for station #1 land purchase from Trios; planning for station #1 is underway • Ridgeline/395 scheduled advertised to bid on 11/23/20; construction to begin in Spring, 2021 • Working on options for City Hall replacement; included in 6-year capital plan • Implementation of IT strategic plan completed • Sidewalk replacement project completed
<i>Infrastructure and Growth</i>		Water/Sewer & Stormwater Rate Recommendation: 1. Wastewater Treatment Plant Improvements 2. Sewer Interceptor Project 3. Equipment Operator for Stormwater 4. Priority Plan & Infrastructure Capital Needs 5. Decant Facility & Equipment 6. Review Water/Sewer & Stormwater Rates in 2020 for the upcoming biennium	1. Completed Phase 2 pilot project & approved Florida Green concept on 10/20/20 2. Completed Phase 1 & 2; phase 3 completed 3. Hired in 2019 4. In process & discussed during rate study and included in 2021/2022 budget 5. Completed in 2019 6. Completed in 2020 as part of the 2021/2022 biennial budget planning
<i>Quality of Life</i>		Support & Promote Conveyance of Shoreline: 1. Partners with USACE & other agencies 2. Complete Golf Course Clubhouse 3. Secure Sponsorships & Complete Playground of Dreams 4. Partner with Kiwanis Club to identify options for JS Express	1. Discussion in process – met with CTUIR and working on a MOU; Virtual Treaty Rights 101 – 11/19/20 2. Completed & Restaurateur secured 3. Completed with assistance of Toyota of T/C Sponsorship 4. On hold while Kiwanis fundraiser
<i>Quality of Life</i>		Leverage Partnership in Community 1. Wildland/Urban interface mitigation plan – Zintel Canyon partnership with KID and cross function team 2. Homelessness & Housing – work with Housing Authority and other partners to find creative solutions for Homeless & Affordable Housing Options	1. Team Rubicon, Encampments and City/KID efforts in Zintel Canyon to clean up 2. Continue work with Housing Authority to identify partnership opportunities; Continue work with Benton County Human Services and on encampments with our cross functional team
<i>Quality of Life</i>		Park & Greenway Maintenance 1. Tree replacement & maintenance program 2. Work on creative solutions (Arts in Roundabouts); seek sponsorship opportunities	1. Assessed and removed priority trees; continue to evaluate and remove trees 2. Sponsorships have been secured by STCU and working on replacing landscaping in roundabouts with art in roundabouts – in progress

<i>Quality of Life</i>		<ol style="list-style-type: none"> 3. Implement modified jail work crew & part-time seasonal help 4. Implement cost Recovery Recommendations <ul style="list-style-type: none"> • Recover minimum of 60% of the costs of youth and senior programs • Recover 100% of the costs for adult programs 	<ol style="list-style-type: none"> 3. Implemented shared workcrew with Benton County in Jan, 2019; provided notification in Nov, 2020 to discontinue due to COVID & lack of eligible inmates 4. Completed youth & adult programs and phasing in the senior programs
<i>Responsible Government</i>		<p>Utilize creativity and flexibility in program delivery</p> <ol style="list-style-type: none"> 1. Cross Functional Teams 2. Staff Development 	<ol style="list-style-type: none"> 1. Development review, mitigation team, snow events, community events, SAFER grant, complete streets grant, facilities committee, graffiti abatement team, citizen academy, social media and public relations & Park/PW CIP team 2. Working on succession planning for retirements and developing successors through leadership opportunities
<i>Responsible Government</i>		<p>Fully Implement the 5-Year IT Strategic Plan</p> <ol style="list-style-type: none"> 1. Eden System Replacement 2. BIPIN System Replacement 3. Network Security Audit 4. Televising Council Meetings 5. Phase 3 Physical Security – Water Treatment Plant 6. Workstation Replacement Program 7. Advanced Authentication 	<ol style="list-style-type: none"> 1. In Process – multi-year project 2. In Process – Analyst has been hired, cross training occurring; implementation to be completed in 2021 3. Delayed due to COVID and other priorities 4. Implemented 9/3/19 5. Gates installed & complete in 12/20 6. Completed 7. In Process
<i>Responsible Government</i>		<p>Records Management – Form a public records unit</p> <ol style="list-style-type: none"> 1. Consolidate police & city public records unit and make public records officer full-time 	<ol style="list-style-type: none"> 1. Completed – cross functional team has been formed and producing successful results
<i>Responsible Government</i>		<p>Fleet System Sustainable Funding</p> <ol style="list-style-type: none"> 1. Replacement reserves for all city fleet 2. Evaluate mechanic position & needs at mid-biennium 	<ol style="list-style-type: none"> 1. Completed 2. On Hold
<i>Responsible Government</i>		<p>Internal Cross Functional Teams and Succession Planning</p> <ol style="list-style-type: none"> 1. Cross Training Opportunity for BIPIN Analyst 2. Cross Training Opportunity for CDBG Coordinator Position 3. Realignment of Existing Personnel with AMR Project 4. Implement Cross Function Teams 	<ol style="list-style-type: none"> 1. Completed 2. Completed 3. Will occur with AMR implementation 4. In Process and Continued Priority: <ol style="list-style-type: none"> a. Development Review – continue with developer & HBA input b. Inspection Program – in process; have implemented meetings and looking at other opportunities c. Attracting Next Generation – succession planning & cross functional team efforts in process d. Social Media & Public Outreach – continue implementation (KONA radio highlights, press releases, interviews, communication and relationship building) e. Zintel Canyon Mitigation Team – formed and working on clean-up efforts, grant funding opportunity and other projects

<i>Responsible Government</i>		Partnerships – work with developers and partner agencies to provide the best service to our citizens and community by identifying creative/flexible solutions	Developer forums and feedback are hosted at City Hall periodically (been delayed in 2020 due to COVID)
<i>Other Accomplishments</i>		Due to the COVID pandemic, 2020 was a very different year. The following are accomplishments that were not identified during the biennial budget relating to COVID Response & Sustainable Budget	<ul style="list-style-type: none"> • Modified Deployment of City-wide resources: <ul style="list-style-type: none"> ○ Public Safety Response ○ Grant Tracking ○ Masking Survey Assistance ○ Provided services in creative manner ○ Utilized electronic services ○ Implemented new program delivery model – Drive-in air show/movies • Developed Continuity of Operations & Reopening plans – implemented teleworking; tracked leave law changes • Worked with BFHD, DOH & Governor to reopen business & industry: <ul style="list-style-type: none"> ○ Weekly & Bi-weekly MAC & LDM mtgs with BFHD & partners ○ Implemented code changes for use of parking space for outdoor dining ○ Implemented CDBG microenterprise grants & utility asst • Sustainable Operating & Capital Budget: <ul style="list-style-type: none"> ○ Recommended \$1M additional pavement preservation in 2022 ○ Provided additional funding for animal shelter (\$2M total) ○ Addressed significant revenue losses in 2020 & 2021/2022 biennium ○ Utilized \$3.765M CARES funding for strategic public safety response

2020 FOUNDATIONAL COMPETENCIES & CORE VALUES

We will provide excellent public service and ensure the safety and wellbeing of our community and one another through empowerment of each employee. We value *Integrity, Inclusiveness, Stewardship* and *Communication*. We are accountable to our community for innovative and collaborative efforts that anticipate needs, leverage resources and deliver solutions.

STRATEGIC THINKING & ORGANIZATIONAL ALIGNMENT: Possess the ability to link long range vision and concepts to daily work; able to think conceptually and see the “big picture.” Understands the purpose of one’s job and how it fits into the organization as a whole. [Strategic Thinking]

EMPLOYEE: I have worked on aligning Council Goals with staffing resources and overall City-wide priorities. I have developed a strategic program for the organization that helps to keep our work focused on implementing strategic council goals and objectives. We continue to work with the boards and commissions to implement strategic workplans that are aligned with council goals and priorities to assure staffing resources are aligned and the organization, boards, commissions and Council are all moving forward together to implement overall goals and priorities. It is important to continue to assure we are all moving forward together and to periodically reassess Council goals and priorities. Establishing and reassessing council overall goals and priorities will allow our resources to be allocated to the high priority projects and programs and will also help, as we implement our biennial budget, to appropriately allocate our budget resources to operational and capital priorities. We are focused on hiring and promoting the right people to be a part of our City team that will look at creative ways (within the legal constraints) to implement priorities. I provided the biennial

	accomplishments in implementing our strategic plan during the November 10, 2020 workshop. Those accomplishments are also identified above.
SUPERVISOR:	
LEADERSHIP: Takes an active role in promoting the development of an inspiring, relevant vision for the City. Influences others to share ownership of the City’s mission to create an ethical environment that delivers value for the community and fosters individual growth. [Initiative; Inclusiveness; Communication; Integrity; Progressiveness]	
EMPLOYEE:	The Department Head Team is infusing the City’s core values into all aspects of our jobs (including hiring, promotions, evaluations, pay for performance, resource allocation, etc.). We are holding staff accountable to these core values and to achieving Council goals and priorities. I have tried to keep the organization updated on the biennial budget process and progress in implementing Council’s strategic plan and other priorities, so that the organization is aware of Council’s priorities and any changes that have occurred so we are moving forward together in alignment. Unfortunately, due to COVID I was not able to meet this year in small groups to get feedback from the organization regarding goals, priorities and other areas of concern. However, I did offer to meet virtually with any of the department staff and was able to meet with each of the Fire shifts to discuss the biennial budget. I have been involved in the Washington City Managers Association mentoring program and the Chamber of Commerce Women’s Leadership Conference in an effort to encourage others interested in leadership roles in the City Manager field and in our community.
SUPERVISOR:	
PERSONAL TRAITS: Is aware of own strengths and limitations, has willingness to change, acts with integrity, has acceptable attendance and demonstrates an understanding of the City's values and a commitment to the City's mission. [Attendance; Dependability; Willingness to Improve; Integrity; Communication; Professionalism]	
EMPLOYEE:	I am committed to our City’s overall mission and core values. I continue working to demonstrate my commitment each day. We have a great leadership team with diverse experiences and expertise that make us a cohesive group that can discuss the best approaches to implement programs, policies and procedures that achieve council goals and priorities. I continue to review and evaluate how other organizations are succeeding and try to implement solutions to challenges the City of Kennewick faces based on experiences and successes from other agencies. I encourage the leadership team and organization to provide flexible, creative solutions as we are implementing the regulatory requirements for the organization.
SUPERVISOR:	
LEARNING SYSTEMS: Effectively uses all experiences as opportunities to learn and grow as an individual and to translate that growth to the organization as a whole. [Willingness to grow professionally and/or academically; Adaptability; Stress Management]	
EMPLOYEE:	I continue to access resources and learn from others success. I work to implement policies and procedures that help us to be a better organization and to assure we are moving forward together in alignment with Council goals and priorities. I continually look at best practices that other organizations have implemented and learn how to implement those practices in the City of Kennewick. There are many organizations available to learn from (ICMA, AWC, MRSC, Community Partners, Local Professional Organizations, etc.) and I continue to try to capture experience and expertise from those organizations and our local partners. I encourage each of the leadership team to be involved and seek best practices from their professional organizations. I was a board member for Washington City & County Managers Association and continue to network and learn from other organizations.
SUPERVISOR:	
QUALITY MANAGEMENT: Creates and maintains a professional, high performing environment, delivering quality products and services against established standards. [Work Quality; Focus; Productivity; Effectiveness in position]	
EMPLOYEE:	We work to hire and promote the most qualified employees that are committed to the City’s overall goals, objectives and core values. I continue to work with all staff to ensure we are the most effective organization and are working together to implement Council’s priorities. I have set up small group meetings that allow discussion of the City’s overall goals and priorities as well as receiving feedback to ensure the City is aligned with Council’s overall goals and priorities (although with COVID, these meetings have been offered virtually and also continue to provide email updates). I continue to meet with our partners to make our community a better place and leverage our resources to implement (as a community) the priorities of the council.

SUPERVISOR:	
RELATIONSHIP MANAGEMENT: Possesses the ability to identify and develop positive relationships, internal and external to the City, to facilitate work efforts and gain support/cooperation. [Teamwork; Communication; Cooperation]	
EMPLOYEE:	I have worked on establishing relationships with our community partners and business community. We are working together as an organization to anticipate potential vulnerabilities and alleviate them before they occur. We have developed a business friendly environment for our builders and developers. We continue to work with our local and regional partners to utilize our resources most effectively for the betterment of our community. I have worked on the relationships with developers by meeting periodically with the development community and HBA. I meet frequently with the Port of Kennewick, the Corps of Engineers and other key partners in the community. During COVID we implemented creative options for our small businesses to be able to operate with outdoor dining and retail opportunities. We were able to announce a public/private partnership project for the expansion of the Convention Center, Performing Arts Theater and adjacent hotel and retail component, which we continue to meet monthly in a coordinated effort to move this project forward. In addition, there will be an opportunity for a phase II development with this partner. This occurred after years of cultivating a trusting relationship with the developer and the community.
SUPERVISOR:	
TECHNICAL SKILLS: Develops and maintains the knowledge, skills and expertise to successfully carry out the City's mission. [Technical Skills; Technical Understanding]	
EMPLOYEE:	I continue to work on enhancing my knowledge, skills and expertise through training, networking and doing research to gain insight into how others have been successful. I meet with other City Manager's frequently to discuss regional priorities and network about effective ideas that have been implemented. The Department Head team meets weekly and continues to review and evaluate the Budgeting by Priorities model and our accomplishments toward implementation of the Council's goals and priorities. I have attended several training sessions, conferences and webinars.
SUPERVISOR:	

YEAR-END EVALUATION SIGNATURES

Employee Date:

Mayor Date:

Mayor Pro Tem Date:

Employee and Supervisor retain electronic copies; HR receives original signed copy.



City Council Meeting Schedule January 2021

City Council passed Resolution 20-08 on June 23, 2020, which temporarily designates the location for regular, special and study session meetings to the virtual location until Benton County enters into Phase Three of the Governor's Safe Start Reopening Plan. The City broadcasts City Council meetings on the City's website <https://www.go2kennewick.com/CouncilMeetingBroadcasts>.

January 5, 2021

Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

January 12, 2021

Tuesday, 6:30 p.m.

WORKSHOP MEETING (the workshop meeting will be done via Zoom and broadcast on the City's website <https://www.go2kennewick.com/CouncilMeetingBroadcasts>)

1. Criminal Code Batch Amendments
2. State and Local Authority Regarding Business Reopening
3. Fire Station Process Update
4. Executive Session - RCW 42.30.110(g) City Manager's Pay for Performance Review (15 minutes)
5. Closed Session - RCW 42.30.140(4)(b) Collective Bargaining beginning immediately at the conclusion of the workshop

January 19, 2021

Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

January 26, 2021

Tuesday, 6:30 p.m.

WORKSHOP MEETING (the workshop meeting will be done via Zoom and broadcast on the City's website <https://www.go2kennewick.com/CouncilMeetingBroadcasts>)

1. CourseCo Annual Operating Plan
2. Workplace Safety Annual Update

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

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



City Council Meeting Schedule February 2021

City Council passed Resolution 20-08 on June 23, 2020, which temporarily designates the location for regular, special and study session meetings to the virtual location until Benton County enters into Phase Three of the Governor's Safe Start Reopening Plan. The City broadcasts City Council meetings on the City's website <https://www.go2kennewick.com/CouncilMeetingBroadcasts>.

February 2, 2021

Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

February 9, 2021

Tuesday, 6:30 p.m.

WORKSHOP MEETING (the workshop meeting will be done via Zoom and broadcast on the City's website

<https://www.go2kennewick.com/CouncilMeetingBroadcasts>)

1. KFD Peak Hours Schedule Pilot Program
2. Fire Arms Code Amendment

February 16, 2021

Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

February 23, 2021

Tuesday, 6:30 p.m.

WORKSHOP MEETING (the workshop meeting will be done via Zoom and broadcast on the City's website

<https://www.go2kennewick.com/CouncilMeetingBroadcasts>)

1. KPD/Mental Health Professional Update
2. Committee Update

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