



CITY COUNCIL REGULAR MEETING AGENDA
June 21, 2022 at 6:30 p.m.
City Hall Council Chambers and Virtual

The City of Kennewick broadcasts Council meetings on the City's website at <https://www.go2kennewick.com/CouncilMeetingBroadcasts> and via Zoom. If you are unable to attend in person and wish to comment during one of the Visitors sections, please register at https://us02web.zoom.us/webinar/register/WN_xlusuu5TQ-WGE3lpyy6vRq. Registrations must be received by 4:00 p.m. on the day of the meeting.

The public can also submit comments by either filling out an online form at <https://www.go2kennewick.com/PublicComments> via e-mail to clerkinfo@ci.kennewick.wa.us, or submitting written comments to P.O. Box 6108, Kennewick, WA 99336. Comments must be received no later than 4:00 p.m. on the Monday before the meeting to be included in the Council packet.

1. CALL TO ORDER

Pledge of Allegiance/Welcome

HONORS & RECOGNITIONS

- Retiree Recognition - Kim Pauley 33-years (Fire Department), Josh Vanderzanden 29-years (Fire Department), Eric Nilson 27-years (Fire Department), Robert Buckley 18-years (Fire Department)

2. VISITORS

Public comments for item(s) on the agenda not covered under a public hearing. Please limit your comments to three minutes. Records intended for Council consideration (9 copies are required) must be given to the City Clerk by 4:00 p.m. on the Monday before the meeting for distribution to Council.

3. APPROVAL OF AGENDA

4. 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 June 7, 2022.
- b. Motion to approve the Claims Roster for the Toyota Center Operations and Box Office Accounts for February 2022.
- c. Motion to approve Payroll Roster for May 31, 2022.
- d. Motion to accept the recommendation of the Tri-Cities Hotel & Lodging Association to appoint Nic Woody, to fill the vacancy of an unexpired term through August 31, 2023.
- e. Motion to authorize the City Manager to sign the professional services agreement with JUB Engineering for the UGA South Water & Sewer Basis of Design Report (P2211).

5. ORDINANCES/RESOLUTIONS

- a. Ordinance 5984: Amending KMC 15.30.240 Relating to Fireworks

6. PUBLIC HEARINGS/MEETING

7. NEW BUSINESS

8. UNFINISHED BUSINESS

9. VISITORS

Public comments for any item(s) the public wants to bring to Council. Please limit your comments to three minutes. Records intended for Council consideration (9 copies are required) must be given to the City Clerk by 4:00 p.m. on the Monday before the meeting for distribution to Council.

10. COUNCIL COMMENTS/DISCUSSION

11. ADJOURNMENT

CITY OF KENNEWICK
CITY COUNCIL
Regular Meeting
June 7, 2022

1. CALL TO ORDER

Mayor Bill McKay called the meeting to order at 6:30 p.m.

City Council and Staff Present:

Mayor Pro Tem Gretl Crawford	Marie Mosley	Trevor White
John Trumbo	Steve Donovan	Chad Michael
Chuck Torelli	Christina Palmer	Evelyn Lusignan
Jim Millbauer	Lisa Beaton	John Cowling
Brad Beauchamp	Cary Roe	Emily Estes-Cross
Loren Anderson	Terri Wright	
Mayor Bill McKay	Nick Farline	

Mr. Trumbo led the Pledge of Allegiance.

There were no Honors & Recognitions on the agenda. Mayor McKay ask Bill Granfield, 1109 W. 21st Ave, Kennewick to come to the podium. Mr. Granfield thanked the city of Kennewick and Fire Department for everything they do every day. He especially thanked city employee Cam Magelsen for assisting when he had medical emergency while he was jogging up 19th Ave prior to the Fire Department arriving.

2. VISITORS

Debra Rossi, 2919 S. Hartford PI, Kennewick – Commented fireworks should be illegal within the city limits.

3. APPROVAL OF AGENDA

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

4. APPROVAL OF CONSENT AGENDA

- a. Minutes of Regular Meeting of May 17, 2022.
- b. (1) Motion to approve the Claims Roster for April 2022.
(2) Motion to approve the Toyota Center/Arena Accounts or January 2022.
(3) Motion to approve the Claims Roster for the Columbia Park Golf Course Account for April 2022.
- c. Motion to approve Payroll Roster for May 15, 2022.
- d. Motion to authorize the Mayor and City Manager to sign Amendment No. 1 to Agreement No. WQC-2017-Kennew-00097 with the Washington State Department of Ecology.
- e. Motion to authorize the Mayor and City Manager to sign Amendment No. 3 to Agreement No. WQC-2017-Kennew-0022 with the Washington State Department of Ecology.
- f. Motion to authorize the Mayor (or in his absence the Mayor Pro Tem) to sign the final plat for Washington Meadows, contingent upon the completion of outstanding Public Works requirements.
- g. Motion to authorize the City Manager to sign the Supplemental Agreement No. 1 with JUB Engineering, as the owner's representative, in the progressive design build alternative delivery process (P1605).

Mr. Torelli moved, seconded by Mr. Anderson to approve the Consent Agenda. The motion passed unanimously.

5. ORDINANCE/RESOLUTIONS

- a. Resolution 22-11: Park Hills Park Surplus. Nick Farline, Parks, Recreation & Facilities Director reported.

RESOLUTION NO. 22-11

A RESOLUTION DECLARING SURPLUS AND AUTHORIZING THE PRIVATE NEGOTIATION AND SALE OF CERTAIN REAL ESTATE LOCATED AT 1607 S OLYMPIA PL. AND W. 16TH PL

Mr. Anderson moved, seconded by Mr. Torelli to adopt Resolution No. 22-11. The motion passed unanimously.

- b. Ordinance 5983: Adding KMC 5.56.215 Pavement Cut Requirements. John Cowling, Deputy Public Works Director reported.

ORDINANCE NO. 5983

AN ORDINANCE RELATING TO PUBLIC WORKS CONSTRUCTION STANDARDS AND ADDING NEW SECTION 5.56.215 TO THE KENNEWICK MUNICIPAL CODE

Mr. Torelli moved, seconded by Mr. Beauchamp to adopt Ordinance No. 5983. The motion passed unanimously.

6. PUBLIC HEARINGS/MEETINGS - None

7. NEW BUSINESS

- a. 2022 Comprehensive Plan Amendment Docket.

CPA-2022-0001 - Change 25.41 acres from Commercial (C) to High Density Residential (HDR) at 11358 W Clearwater Ave. Steve Donovan, Development Services Manager reported.

Mr. Torelli moved, seconded by Mr. Millbauer to accept CPA-2022-0001 for processing. The motion passed unanimously.

CPA-2022-0003 - Amendments to the Housing Element of the Comprehensive Plan in response to 2021 legislation as well as other housekeeping amendments to update facts and figures. Steve Donovan, Development Services Manager reported.

Mr. Anderson moved, seconded by Mr. Torelli to accept CPA-2022-003 for processing. The motion passed unanimously.

CPA-2022-0004 - Change 11.29 acres from Commercial (C) to High Density Residential (HDR) at 8428 Bob Olson Parkway. Steve Donovan, Development Services Manager reported.

Mr. Torelli moved, seconded by Mr. Trumbo to accept CPA-2022-004 for processing. The motion passed unanimously.

CPA-2022-0005 - Change 39.76 acres from Low Density Residential (LDR) to Medium Density Residential (MDR) and High Density Residential (HDR) at 2701 and 2711 S Sherman St. Steve Donovan, Development Services Manager reported.

Mr. Beauchamp moved, seconded by Mr. Trumbo to accept CPA-2022-005 for processing. The motion passed unanimously.

CPA-2022-0006 - Change 13.76 acres from Commercial (C) to High Density Residential (HDR) at 8224 Bob Olson Parkway. Steve Donovan, Development Services Manager reported.

Mr. Torelli moved, seconded by Mr. Beauchamp to accept CPA-2022-006 for processing. The motion passed unanimously.

CPA-2022-0008 - Designate 279.53 acres as Industrial (I) for Parcel # 1-1889-200-0001-005. Steve Donovan, Development Services Manager reported.

Mr. Anderson moved, seconded by Mr. Trumbo to accept CPA-2022-008 for processing. The motion passed unanimously.

CPA-2022-0009: Change 1.24 acres from High Density Residential (HDR) to Industrial (I) at 9496 W Clearwater Ave. Steve Donovan, Development Services Manager reported.

Mr. Millbauer moved, seconded by Mr. Trumbo to accept CPA-2022-009 for processing. The motion

passed unanimously.

CPA-2022-0010: Change 10.4 acres from Open Space (OS) to Low Density Residential (LDR) at 2600 S Washington St. Steve Donovan, Development Services Manager reported.

Mr. Torelli moved, seconded by Mr. Millbauer to accept CPA-2022-010 for processing. The motion passed unanimously.

b. Fireworks Regulations. Chad Michael, Fire Chief reported.

Mr. Torelli moved, seconded by Mr. Anderson to adopt option number 2 to adopt code provisions similar to the City of Richland municipal code, which adds additional restrictions to state law. The motion passed unanimously.

8. UNFINISHED BUSINESS - None

9. VISITORS

Tina Gregory, 5208 W. 10th Ave, Kennewick – Mentioned prayers at meetings and mask mandates returning.

Ubby Creek, 3219 W. Canal Dr, Kennewick – Thanks Mr. Millbauer and Mayor Pro Tem Crawford for coming to Eastgate Elementary to have lunch with the children.

Chris Gerrard, 4415 W. Clearwater Ave, Kennewick – New business property owner and is looking forward to being more involved in the community.

10. COUNCIL COMMENTS/DISCUSSION

Council members reported on their respective activities.

11. ADJOURNMENT

Meeting was adjourned at 8:19 p.m.

Terri L. Wright, CMC
City Clerk

Council Agenda Coversheet



Agenda Item Number	4.b.	Council Date	06/21/2022
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 February 2022.

Motion for Consideration

I move to approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for February 2022 in the amount of \$716,597.32, comprised of check number 25001-25120 in the amount of \$194,302.53 and electronic transfers in the amount of \$522,294.79.

Summary

None.

Alternatives

None.

Fiscal Impact

\$716,597.32.

Through	Denise Winters Jun 03, 11:28:01 GMT-0700 2022
Dept Head Approval	Dan Legard Jun 15, 08:42:20 GMT-0700 2022
City Mgr Approval	Marie Mosley Jun 17, 09:14:44 GMT-0700 2022

Attachments:

Recording Required?

**Toyota Center and Toyota Arena
Claims Roster
February 2022**

Date	Check	Method	Name	Amount
02/11/2022	25001	Auto Check	Baskin Robbins (00002754)	1,585.25
02/11/2022	104560	Ams vs Everett 1/28/22 • Concessions Sales - Third Party	Ams vs Everett 1/28/22 Third Party Sales Ams vs Everett 1/28/22	463.98
02/11/2022	104560	Ams vs Kelowna 2/5/22 • Concessions Sales - Third Party	Ams vs Kelowna 2/5/22 Third Party Sales Ams vs Kelowna 2/5/22	452.54
02/11/2022	104560	Ams vs Portland 2/4/22 • Concessions Sales - Third Party	Ams vs Portland 2/4/22 Third Party Sales Ams vs Portland 2/4/22	383.98
02/11/2022	104560	Ams vs Prince George 2/1/22 • Concessions Sales - Third Party	Ams vs Prince George 2/1/22 Third Party Sales Ams vs Prince George 2/1/22	284.75
02/11/2022	25002	Auto Check	Chapala Express (00002758)	2,404.07
02/11/2022	104560	Ams vs Everett 1/28/22 • Concessions Sales - Third Party	Ams vs Everett 1/28/22 Third Party Sales Ams vs Everett 1/28/22	604.42
02/11/2022	104560	Ams vs Kelowna 2/5/22 • Concessions Sales - Third Party	Ams vs Kelowna 2/5/22 Third Party Sales Ams vs Kelowna 2/5/22	763.53
02/11/2022	104560	Ams vs Portland 2/4/22 • Concessions Sales - Third Party	Ams vs Portland 2/4/22 Third Party Sales Ams vs Portland 2/4/22	484.73
02/11/2022	104560	Ams vs Prince George 2/1/22 • Concessions Sales - Third Party	Ams vs Prince George 2/1/22 Third Party Sales Ams vs Prince George 2/1/22	551.39
02/11/2022	25003	Auto Check	Coffee Crush (00002762)	1,020.02
02/11/2022	104560	Ams vs Everett 1/28/22 • Concessions Sales - Third Party	Ams vs Everett 1/28/22 Third Party Sales Ams vs Everett 1/28/22	260.77
02/11/2022	104560	Ams vs Kelowna 2/5/22 • Concessions Sales - Third Party	Ams vs Kelowna 2/5/22 Third Party Sales Ams vs Kelowna 2/5/22	262.18
02/11/2022	104560	Ams vs Portland 2/4/22 • Concessions Sales - Third Party	Ams vs Portland 2/4/22 Third Party Sales Ams vs Portland 2/4/22	290.19
02/11/2022	104560	Ams vs Prince George 2/1/22 • Concessions Sales - Third Party	Ams vs Prince George 2/1/22 Third Party Sales Ams vs Prince George 2/1/22	206.88
02/11/2022	25004	Auto Check	Columbia Treats (00002764)	1,067.18
02/11/2022	104560	Ams vs Everett 1/28/22 • Concessions Sales - Third Party	Ams vs Everett 1/28/22 Third Party Sales Ams vs Everett 1/28/22	334.58
02/11/2022	104560	Ams vs Kelowna 2/5/22 • Concessions Sales - Third Party	Ams vs Kelowna 2/5/22 Third Party Sales Ams vs Kelowna 2/5/22	280.71
02/11/2022	104560	Ams vs Portland 2/4/22 • Concessions Sales - Third Party	Ams vs Portland 2/4/22 Third Party Sales Ams vs Portland 2/4/22	244.80
02/11/2022	104560	Ams vs Prince George 2/1/22 • Concessions Sales - Third Party	Ams vs Prince George 2/1/22 Third Party Salese Ams vs Prince George 2/1/22	207.09
02/11/2022	25005	Auto Check	KC Brand (00002773)	1,930.17
02/11/2022	104560	Ams vs Everett 1/28/22 • Concessions Sales - Third Party	Ams vs Everett 1/28/22 Third Party Sales Ams vs Everett 1/28/22	548.78
02/11/2022	104560	Ams vs Kelowna 2/5/22 • Concessions Sales - Third Party	Ams vs Kelowna 2/5/22 Third Party Sales Ams vs Kelowna 2/5/22	472.82
02/11/2022	104560	Ams vs Portland 2/4/22 • Concessions Sales - Third Party	Ams vs Portland 2/4/22 Third Pary Sales Ams vs Portland 2/4/22	524.48
02/11/2022	104560	Ams vs Prince George 2/1/22 • Concessions Sales - Third Party	Ams vs Prince George 2/1/22 Third Party Sales Ams vs Prince George 2/1/22	384.09
02/11/2022	25006	Auto Check	Doggie Style Gourmet (00002767)	1,244.78
02/11/2022	104560	Ams vs Kelowna 2/5/22 • Concessions Sales - Third Party	Ams vs Kelowna 2/5/22 Third Party Sales Ams vs Kelowna 2/5/22	559.67
02/11/2022	104560	Ams vs Portland 2/4/22 • Concessions Sales - Third Party	Ams vs Portland 2/4/22 Third Party Sales Ams vs Portland 2/4/22	375.86
02/11/2022	104560	Ams vs Prince George 2/1/22 • Concessions Sales - Third Party	Ams vs Prince George 2/1/22 Third Party Sales Ams vs Prince George 2/1/22	309.25
02/25/2022	25007 - 25061		VOID - Error	VOID 0.00
02/25/2022	25062	Auto Check	Active Network (00002814)	488.70
02/25/2022	107106	4100172552 • Dues & Subscriptions	Scheduling Software - TA Scheduling Software 6/1-10/31/21 - TA	488.70

**Toyota Center and Toyota Arena
Claims Roster
February 2022**

<u>Date</u>	<u>Check</u>	<u>Method</u>	<u>Name</u>	<u>Amount</u>
02/25/2022	25063	Auto Check	Advanced Protection Services, Inc. (00002751)	902.54
	02/25/2022	P80860	Fire Monitor Jan 22	464.07
	107209	• Security & Fire Alarm System	Annual Fire Alarm Inspection - TA	464.07
	02/25/2022	P80959	Service Call	162.90
	107209	• Security & Fire Alarm System	Service Call - Reset Panel	162.90
	02/25/2022	R132292	Fire Cell. Comm Feb 2022	73.79
	107209	• Security & Fire Alarm System	Fire Cellular Communication & Fire Monitoring - Feb 2022 -TC	73.79
	02/25/2022	R133290	Fire Monitoring Feb 2022 - TA	46.64
	107209	• Security & Fire Alarm System	Commercial Fire Monitoring Feb 2022 - TA	46.64
	02/25/2022	R133291	Ammonia Monitoring - Feb 2022	68.36
	107209	• Security & Fire Alarm System	Commercial Ammonia Monitoring - Feb 2022 - TC	68.36
	02/25/2022	R133293	Security Monitoring - Feb 2022	43.39
	107209	• Security & Fire Alarm System	Commercial Security Monitoring - Feb 2022 - TC Temp	43.39
	02/25/2022	R133294	Security Monitoring Feb 2022	43.39
	107209	• Security & Fire Alarm System	Commercial Security Monitoring Feb 2022 - Vault	43.39
02/25/2022	25064	Auto Check	Alonzo Martin (00002902)	250.00
	02/25/2022	22-0226	Runner for Toby Mac	250.00
	107039	• Event Labor - Other	Runner for Toby Mac	250.00
02/25/2022	25065	Auto Check	Alsco (00002738)	49.30
	02/25/2022	LSPO2455640	TC Uniform & Supplies	49.30
	107504	• F&B Uniforms	Uniforms	49.30
02/25/2022	25066	Auto Check	Apollo Heating & Air Conditioning (00002789)	1,843.49
	02/25/2022	940038525	Installed Thermostats	1,843.49
	107210	• HVAC Repairs & Maintenance	Installed Thermostats	1,843.49
02/25/2022	25067	Auto Check	Atomic Screen Print (00002839)	810.50
	02/25/2022	13855	PO 3716 Staff Shirts	810.50
	107301	• Uniforms	PO 3716 Staff Shirts	810.50
02/25/2022	25068	Auto Check	Backstage Electric, Inc. (00002752)	1,104.40
	02/25/2022	2264	Outlets for WWAGG	1,104.40
	107401	• Outside Event Expense	Outlets for WWAGG	1,104.40
02/25/2022	25069	Auto Check	Benton PUD (00000121)	42,429.53
	02/25/2022	LGS 1/7-2/8/22	Large Gen Services 1/7-2/8/22	41,788.73
	107216	• Electricity	Large Gen Services 1/7-2/8/22	41,788.73
	02/25/2022	SGS Grandridge Sign	Small Gen Svc - Grandridge Blv	640.80
	107216	• Electricity	Small Gen Service 1/8-2/8/22 - Grandridge Sign	640.80
02/25/2022	25070	Auto Check	Beth Kalinga (00002824)	75.00
	02/25/2022	LTS Refund 2/8/22	LTS Refund 2/8/22	75.00
	104740	• Ticket Rebates	LTS Refund	75.00
02/25/2022	25071	Auto Check	Brashear Electric, Inc. (00002756)	9,314.52
	02/25/2022	37246	Lamps & Switches - Locker Room	3,410.04
	107212	• Building Repairs & Maintenance	PO 3611 Lamps & Switches in Locker Rooms	3,410.04
	02/25/2022	37247	Replaced Troffers	3,366.60
	107212	• Building Repairs & Maintenance	PO 3605 Replaced Troffers in Ams Lobby & Hallway	3,366.60
	02/25/2022	37308	Conduit & Dedicated Circuits	2,537.88
	107212	• Building Repairs & Maintenance	Ran Conduit & Gave Dedicated Circuits	2,537.88
02/25/2022	25072	Auto Check	Canon Financial Services, Inc (00002793)	18.72
	02/25/2022	28061852	Property Taxes ImageRunner	18.72
	107105	• Printing / Copying	Property Tax - Image Runner 45251	18.72
02/25/2022	25073	Auto Check	Canon Solutions (00002757)	33.86
	02/25/2022	4038745073	Copier Maintenance	33.86
	107105	• Printing / Copying	Copier Maintenance	33.86
02/25/2022	25074	Auto Check	Cascade Natural Gas (00000161)	2,518.94
	02/25/2022	Arena 12/9/21-1/10/22	General Comm Service - Arena	2,518.94
	107216	• Electricity	General Commercial Service - Arena	2,518.94
02/25/2022	25075	Auto Check	Cascade Natural Gas (00000161)	9,570.45
	02/25/2022	Toyo 12/9/21-1/10/22	Gen Comm Service	9,570.45
	107217	• Natural Gas	General Commercial Service	9,570.45

**Toyota Center and Toyota Arena
Claims Roster
February 2022**

<u>Date</u>	<u>Check</u>	<u>Method</u>	<u>Name</u>	<u>Amount</u>
02/25/2022	25076	Auto Check	Cascade Natural Gas (00000161)	6,880.90
	02/25/2022	1/11-2/7/22	Gen Comm Service - TC	6,880.90
	107217	• Natural Gas	General Comm Service 1/11-2/7/22 - TC	6,880.90
02/25/2022	25077	Auto Check	Cascade Natural Gas (00000161)	2,360.98
	02/25/2022	1/11-2/7/22	General Comm Service - TA	2,360.98
	107217	• Natural Gas	General Comm Service 1/11-2/7/22 - TA	2,360.98
02/25/2022	25078	Auto Check	City of Kennewick - Grounds Maintenance (00002761)	16,677.69
	02/25/2022	14914		16,677.69
	107213	• Grounds Repairs & Maintenance	V-85 City of Kennewick - Grounds Maintenance/14914	16,677.69
02/25/2022	25079	Auto Check	City of Kennewick - Misc (00002830)	2,960.00
	02/25/2022	14982	Security Services - Dec 2021	1,760.00
	107037	• Event Labor - Security	Security Services - December 2021	1,760.00
	02/25/2022	15004	Security Services - Jan 2022	1,200.00
	107037	• Event Labor - Security	Security Services 1/14/22	400.00
	107037	• Event Labor - Security	Security Services 1/21/22	400.00
	107037	• Event Labor - Security	Security Services 1/28/22	400.00
02/25/2022	25080	Auto Check	Coca-Cola (00000213)	2,297.00
	02/25/2022	108515	Beverage Order 2/2/22	2,128.00
	101412	• Inventory - N/A Beverage	Beverage Order 2/2/22	2,128.00
	02/25/2022	13955353	Beer Order 2/2/22	169.00
	101413	• Inventory - Beer	Beer Order 2/2/22	169.00
02/25/2022	25081	Auto Check	Columbia Basin Pizza Hut Inc. (TOYO) (00002763)	614.62
	02/25/2022	0096040220001	Pizza for Concessions	48.74
	101411	• Inventory - Food	Pizza for Concessions	48.74
	02/25/2022	0096040220045	Pizza for Concessions	48.74
	101411	• Inventory - Food	Pizza for Concessions	48.74
	02/25/2022	0096040280006	Pizza for Concessions	48.74
	101411	• Inventory - Food	Pizza for Concessions	48.74
	02/25/2022	0096040290003	Food Order 1/29/22	37.52
	201511	• Inventory - Food	Food Order 1/29/22	37.52
	02/25/2022	0096040320001	Pizza for Concessions 2/1/22	59.27
	101411	• Inventory - Food	Pizza for Concessions 2/1/22	59.27
	02/25/2022	0096040320002	Pizza for Concessions 2/1/22	37.51
	101411	• Inventory - Food	Pizza for Concessions 2/1/22	37.51
	02/25/2022	0096040350009	Pizza for Concessions 2/4/22	70.21
	101411	• Inventory - Food	Pizza for Concessions 2/4/22	70.21
	02/25/2022	0096040350010	Pizza for Concessions 2/4/22	48.41
	101411	• Inventory - Food	Pizza for Concessions 2/4/22	48.41
	02/25/2022	0096040350125	Pizza for Concessions 2/4/22	37.50
	101411	• Inventory - Food	Pizza for Concessions	37.50
	02/25/2022	0096040360001	Pizza for Concessions 2/5/22	48.41
	101411	• Inventory - Food	Pizza for Concessions 2/5/22	48.41
	02/25/2022	INV-00058171	Pizza for Concessions	70.21
	101411	• Inventory - Food	Pizza for Concessions	70.21
	02/25/2022	INV-0058170	Pizza for Concessions	59.36
	101411	• Inventory - Food	Pizza for Concessions	59.36
02/25/2022	25082	Auto Check	Concessions Supply (00002860)	382.00
	02/25/2022	86826	Food Order 2/8/22	382.00
	101411	• Inventory - Food	Food Order 2/8/22	382.00
02/25/2022	25083	Auto Check	Cougar Digital Marketing & Design (00002861)	182.75
	02/25/2022	9162	Monthly Website Maintenance	182.75
	107302	• Venue Marketing & Non-Event Advertising	Monthly Website Maintenance & Updates - TA	182.75
02/25/2022	25084	Auto Check	Craig Bond (00002810)	530.00
	02/25/2022	LTS January 2022	LTS January 2022	530.00
	107304	• Contracted Services	LTS January 2022	530.00
02/25/2022	25085	Auto Check	Farmer Brothers Coffee (00002796)	2,221.20
	02/25/2022	91910537	Coffee Order 2/2/22	2,221.20
	101412	• Inventory - N/A Beverage	Coffee Order 2/2/22	2,221.20
02/25/2022	25086	Auto Check	Filta (00002770)	250.87
	02/25/2022	448-008199	Fryer Service	250.87
	107509	• F&B Building Repairs & Maintenance	Fryer Service	250.87

**Toyota Center and Toyota Arena
Claims Roster
February 2022**

<u>Date</u>	<u>Check</u>	<u>Method</u>	<u>Name</u>			<u>Amount</u>
02/25/2022	25087	Auto Check	Grace McNally (00002807)			150.00
	02/25/2022	LTS January 2022	LTS January 2022		150.00	150.00
	107304	• Contracted Services	LTS January 2022		150.00	
02/25/2022	25088	Auto Check	Jacob's Radio (00002833)			204.00
	02/25/2022	22010306	PO 3561 Radio Ads Justin Moore		204.00	204.00
	107402	• Event Advertising	PO 3561 Radio Ads for Justin Moore		204.00	
02/25/2022	25089	Auto Check	Janine Adamson (00002809)			150.00
	02/25/2022	LTS January 2022	LTS January 2022		150.00	150.00
	107304	• Contracted Services	LTS January 2022		150.00	
02/25/2022	25090	Auto Check	Jennifer Thomas (00002823)			75.00
	02/25/2022	LTS Refund 2/8/22	LTS Refund		75.00	75.00
	104740	• Ticket Rebates	LTS Refund		75.00	
02/25/2022	25091	Auto Check	Jessica Boyd (00002812)			60.00
	02/25/2022	LTS January 2022	LTS January 2022		60.00	60.00
	107304	• Contracted Services	LTS January 2022		60.00	
02/25/2022	25092	Auto Check	Joel Larson (00002822)			187.50
	02/25/2022	Refund 2/8/22	Adult Hockey Refund		187.50	187.50
	104740	• Ticket Rebates	Adult Hockey Refund		187.50	
02/25/2022	25093	Auto Check	Julie Flynn (00002893)			75.00
	02/25/2022	Refund	Refund for LTS		75.00	75.00
	105004	• Learn to Skate	Refund for LTS. Customer Double Charged		75.00	
02/25/2022	25094	Auto Check	KCMB Elkhorn Media Group (00002827)			403.75
	02/25/2022	2210028449	PO 3651 Radio Ads Justin Moore		403.75	403.75
	107402	• Event Advertising	PO 3651 Radio Ads Justin Moore		403.75	
02/25/2022	25095	Auto Check	KNDO/KNDU (00002825)			3,146.70
	02/25/2022	191888A-1	PO 3555 TV Ads for CATS		1,275.00	1,275.00
	107402	• Event Advertising	PO 3555 TV Ads for CATS		1,275.00	
	02/25/2022	193254A-1	PO 3557 Radio Ads Trevor Noah		154.70	154.70
	107402	• Event Advertising	PO 3557 Radio Ads - Trevor Noah		154.70	
	02/25/2022	245654-2	PO 3644 TV Ads for Waitress		1,717.00	1,717.00
	107402	• Event Advertising	PO 3644 TV Ads for Waitress		1,717.00	
02/25/2022	25096	Auto Check	KWHT Elkhorn Media Group (00002826)			403.75
	02/25/2022	IN-1220127064	PO 3651 Radio Ads Justin Moore		403.75	403.75
	107402	• Event Advertising	PO 3651 Radio Ads for Justin Moore		403.75	
02/25/2022	25097	Auto Check	Lowe's Commercial Services (00002776)			226.30
	02/25/2022	16455	PO 3691 Misc Wood		199.19	199.19
	107201	• Tools & Supplies	PO 3691 Misc Wood		199.19	
	02/25/2022	16693	PO 3691 Misc Wood		27.11	27.11
	107201	• Tools & Supplies	PO 3691 Misc Wood		27.11	
02/25/2022	25098	Auto Check	MD Draft Team (00002835)			477.84
	02/25/2022	4885-10	Equipment Maintenance		477.84	477.84
	107508	• F&B Equipment Repairs & Maintenance	Equipment Maintenance		477.84	
02/25/2022	25099	Auto Check	Mid Columbia Hockey Officials Association (00002777)			2,135.00
	02/25/2022	21-018	Games Worked - Dec 2021		2,135.00	2,135.00
	107304	• Contracted Services	Games Worked - December 2021		2,135.00	
02/25/2022	25100	Auto Check	Nederlander (00002659)			VOID 0.00
02/25/2022	25101	Auto Check	Pacific Backflow Services LLC (00002843)			386.63
	02/25/2022	2202041143	Backflow Services		386.63	386.63
	107304	• Contracted Services	Backflow Services		386.63	
02/25/2022	25102	Auto Check	Paula Bazinet, ASL Interpreter (00002850)			600.00
	02/25/2022	101	Foreigner ASL Interpreter		300.00	300.00
	107304	• Contracted Services	V-370 Paula Bazinet, ASL Interpreter/101		300.00	
	02/25/2022	102	Trevor Noah ASL Interpreter		300.00	300.00
	107304	• Contracted Services	V-369 Paula Bazinet, ASL Interpreter/102		300.00	

**Toyota Center and Toyota Arena
Claims Roster
February 2022**

<u>Date</u>	<u>Check</u>	<u>Method</u>	<u>Name</u>		<u>Amount</u>
02/25/2022	25103	Auto Check	PeopleReady Inc (00002903)		2,316.67
	02/25/2022	27153614	Event Labor		2,316.67
	107033	• Event Labor - Operations	Event Labor - Ams vs Spokane	2,316.67	
02/25/2022	25104	Auto Check	Rattlesnake Mountain Brewing Company (00002779)		110.00
	02/25/2022	571025	Beer Order 2/2/22		110.00
	101413	• Inventory - Beer	Beer Order 2/2/22	110.00	
02/25/2022	25105	Auto Check	RFP Plastics (00002881)		VOID 0.00
02/25/2022	25106	Auto Check	Rocky Mountain Rigging (00002781)		VOID 0.00
02/25/2022	25107	Auto Check	Spectrum Reach (00002871)		621.27
	02/25/2022	INV-90545763	PO 3645 TV Ads for Waitress		621.27
	107402	• Event Advertising	PO 3645 TV Ads for Waitress	621.27	
02/25/2022	25108	Auto Check	Sunbelt Rentals, Inc. (00002783)		7,940.00
	02/25/2022	120953769-0001	Equipment Rental for Jo Koy		5,645.41
	107410	• Event Rental Equipment	Equipment Rental for Jo Koy	5,645.41	
	02/25/2022	121614912-0001	Equipment Rental - Waitress		992.98
	107410	• Event Rental Equipment	Equipment Rental - Waitress	992.98	
	02/25/2022	122040026-0001	Equipment Rental - Potato		463.24
	107410	• Event Rental Equipment	Equipment Rental - Potato Growers	463.24	
	02/25/2022	122040164-0002	Equipment Rental for Potato		838.37
	107410	• Event Rental Equipment	Equipment Rental for Potato Growers	838.37	
02/25/2022	25109	Auto Check	Tim Berry (00002808)		105.00
	02/25/2022	LTS January 2022	LTS January 2022		105.00
	107404	• Event Contracted Labor	LTS January 2022	105.00	
02/25/2022	25110	Auto Check	Townsquare Media-Tri Cities (00002784)		391.00
	02/25/2022	3067747-1	PO 3652 Radio Ads Justin Moore		391.00
	107402	• Event Advertising	PO 3652 Radio Ads Justin Moore	391.00	
02/25/2022	25111	Auto Check	Trade Show Supply House, Inc (00002806)		13,558.71
	02/25/2022	3387	Booths & Carpet		13,558.71
	107033	• Event Labor - Operations	Booths & Carpet for Potato Growers	13,558.71	
02/25/2022	25112	Auto Check	US Foods (00002786)		9,797.26
	02/25/2022	389889	Food Order 1/27/22		5,360.90
	101411	• Inventory - Food	Food Order 1/27/22	5,360.90	
	02/25/2022	391739	Credit for Order 389889		-3.55
	101411	• Inventory - Food	Credit for Greek Yogurt	-3.55	
	02/25/2022	394586	Food Order 2/1/22		41.74
	101411	• Inventory - Food	Food Order 2/1/22	41.74	
	02/25/2022	396209	Food Order 2/3/22		1,623.63
	101411	• Inventory - Food	Food Order 2/3/22	1,623.63	
	02/25/2022	396211	PO 3711 Kitchen Supplies		1,394.67
	107510	• F&B Tools, Supplies & Equipment	PO 3711 Kitchen Supplies	1,394.67	
	02/25/2022	409280	Food Order 2/17/22		1,379.87
	201511	• Inventory - Food	Food Order 2/17/22	1,379.87	
02/25/2022	25113	Auto Check	Velasa Sports Inc dba Sparx Hockey (00002813)		491.86
	02/25/2022	7365	PO 3701 Skating Equipment		491.86
	107201	• Tools & Supplies	PO 3701 Skating Equipment	491.86	
02/25/2022	25114	Auto Check	VenuWorks, Inc. (00000894)		10,103.31
	02/25/2022	17638	Management Fee - February 2022		10,103.31
	107306	• VenuWorks Management Fee	Management Fee - February 2022	10,103.31	
02/25/2022	25115	Auto Check	Vistar Corporation (00002787)		2,943.85
	02/25/2022	63254386	Food Order 1/19/22		1,065.03
	101411	• Inventory - Food	Food Order 1/19/22	1,065.03	
	02/25/2022	63327263	Food Order 1/26/22		188.13
	101411	• Inventory - Food	Food Order 1/26/22	188.13	
	02/25/2022	63396628	Food Order 2/16/22		768.50
	101411	• Inventory - Food	Food Order 2/16/22	768.50	
	02/25/2022	63396629	Food Order 2/16/22		922.19
	101411	• Inventory - Food	Food Order 2/16/22	922.19	

**Toyota Center and Toyota Arena
Claims Roster
February 2022**

<u>Date</u>	<u>Check</u>	<u>Method</u>	<u>Name</u>	<u>Amount</u>
02/25/2022	25116	Auto Check	WCP Solutions (00002788)	1,453.80
	02/25/2022	12555731	PO 3673 Janitorial Supplies	341.00
	107203	• Janitorial Supplies	PO 3673 Janitorial Supplies	341.00
	02/25/2022	12623005	Janitorial Supplies	64.83
	107203	• Janitorial Supplies	PO 3629 Janitorial Supplies	64.83
	02/25/2022	12623955	Janitorial Supplies	346.65
	107203	• Janitorial Supplies	PO 3704 Janitorial Supplies	346.65
	02/25/2022	12623956	Janitorial Supplies	34.53
	107203	• Janitorial Supplies	PO 3704 Janitorial Supplies	34.53
	02/25/2022	12623957	Janitorial Supplies	39.42
	107203	• Janitorial Supplies	PO 3704 Janitorial Supplies	39.42
	02/25/2022	12635666	PO 3683 Janitorial Supplies	327.97
	107203	• Janitorial Supplies	PO 3683 Janitorial Supplies	327.97
	02/25/2022	12641746	PO 3713 Janitorial Supplies	299.40
	107203	• Janitorial Supplies	PO 3713 Janitorial Supplies	299.40
02/25/2022	25117	Auto Check	Weaver Exterminating Service, Inc. (00002804)	802.55
	02/25/2022	587491	Monthly Pest Control - Arena	127.06
	107304	• Contracted Services	Monthly Pest & Rodent Control - Arena	127.06
	02/25/2022	587494	Monthly Pest &&Rodent Control	255.21
	107304	• Contracted Services	Monthly Pest & Rodent Control	255.21
	02/25/2022	587854	Monthly Rodent & Pest Control	140.09
	107304	• Contracted Services	Monthly Rodent & Pest Control - TA	140.09
	02/25/2022	587856	Monthly Rodent & Pest Control	280.19
	107304	• Contracted Services	Monthly Rodent & Pest Control - TC	280.19
02/25/2022	25118	Auto Check	Zori Rouleau (00002811)	105.00
	02/25/2022	LTS January 2022	LTS January 2022	105.00
	107304	• Contracted Services	LTS January 2022	105.00
02/26/2022	25119	Auto Check	Backstage Electric, Inc. (00002752)	13,551.75
	02/26/2022	2273	Labor for Toby Mac	13,551.75
	107404	• Event Contracted Labor	Labor for Toby Mac	13,551.75
02/26/2022	25120	Auto Check	Rocky Mountain Rigging (00002781)	7,309.60
	02/26/2022	Toby Mac	Rigging for Toby Mac	7,309.60
	207034	• Event Labor - Stagehands/Operations	Rigging for Toby Mac	7,309.60
02/02/2022		Wire Transfer	King Beverage Inc. (00002728)	754.20
	02/02/2022	2457407	Beer Order 2/2/22	754.20
	101413	• Inventory - Beer	Beer Order 2/2/22	754.20
02/02/2022		Wire Transfer	Southern Glazer's of WA (00002855)	794.58
	02/02/2022	3954899	Liquor Order 2/2/22	794.58
	101415	• Inventory - Liquor	Liquor Order 2/2/22	794.58
02/02/2022		Wire Transfer	The Odom Corporation (00002856)	169.00
	02/02/2022	13955353	Beer Order 2/2/22	169.00
	101413	• Inventory - Beer	Beer Order 2/2/22	169.00
02/15/2022		Wire Transfer	The Odom Corporation (00002856)	34.00
	02/15/2022	13990535	Beer Order 2/16/22	34.00
	101413	• Inventory - Beer	Beer Order 2/16/22	34.00
02/28/2022		Wire Transfer	Nederlander (00002659)	37,252.30
	02/28/2022	Waitress - Kennewick	Waitress - Kennewick	37,252.30
	102150	• A/P Settlements	Waitress - Kennewick	37,252.30
02/28/2022		Wire Transfer	King Beverage Inc. (00002728)	2,524.40
	02/28/2022	2451512	Beer Order 1/19/22	2,467.40
	101413	• Inventory - Beer	Beer Order 1/19/22	2,467.40
	02/28/2022	2463479	Beer Order 2/16/22	57.00
	101413	• Inventory - Beer	Beer Order 2/16/22	57.00
02/28/2022		Wire Transfer	Southern Glazer's of WA (00002855)	1,753.41
	02/28/2022	3942624	Liquor Order 1/19/22	1,753.41
	101415	• Inventory - Liquor	Liquor Order 1/19/22	1,753.41

**Toyota Center and Toyota Arena
Claims Roster
February 2022**

<u>Date</u>	<u>Check</u>	<u>Method</u>	<u>Name</u>	<u>Amount</u>
02/28/2022		Wire Transfer	The Odom Corporation (00002856)	1,069.00
	02/28/2022	13625924	Beer Order 1/19/22	855.00
	101413	• Inventory - Beer	Beer Order 1/19/22	855.00
	02/28/2022	13955208	Beer Order 1/20/22	214.00
	101413	• Inventory - Beer	Beer Order 1/20/22	214.00
02/28/2022		Wire Transfer	Awakening Events (00000092)	133,907.33
	02/28/2022	Toby Mac 2/26/22		133,907.33
	102150	• A/P Settlements	V-932 Awakening Events/Toby Mac 2/26/22	133,907.33
Total Checks and Payments Issued:				<u>372,560.75</u>
Other/Online Cash Transactions				
02/15/22			Santana Fan Club Ticket sales to Box Office Account	10,962.00
02/25/22			P/R end 12/19 - 1/30/22 from TOYO	321,896.89
02/28/22			Add funds 1/20/22, \$26100	100.00
02/28/22			Add funds 2/17/22, \$30000	5,000.00
02/28/22			APS processing TOYO	152.38
02/28/22			Arena CC processing	372.67
02/28/22			Fintech service TOYO	21.64
02/28/22			Revel CC processing TOYO	3,481.92
02/28/22			Revel system fees TOYO	2,049.07
Total Other Transactions:				<u>344,036.57</u>
TOYO Operating Account Total:				<u>716,597.32</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 25001-25120*	\$	194,302.53
Electronic transfers - Operations		522,294.79
*New check series	Total	<u>\$ 716,597.32</u>

Exceptions:

Council Agenda Coversheet



Agenda Item Number	4.c.	Council Date	06/21/2022
Agenda Item Type	General Business Item		
Subject	Payroll Roster for PPE 5/31/2022		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

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

Recommendation

That Council approve the Payroll Roster.

Motion for Consideration

I move to approve the Payroll Roster for 5/31/2022 in the amount of \$2,044,114.79 comprised of check numbers 75762 through 75781 and direct deposit numbers 202907 through 203334.

Summary

None.

Alternatives

None.

Fiscal Impact

Total: \$2,044,114.79.

Through	
Dept Head Approval	Dan Legard Jun 02, 11:42:36 GMT-0700 2022
City Mgr Approval	Marie Mosley Jun 03, 08:33:46 GMT-0700 2022

Attachments:

Payroll Roster

Recording Required?

June 21, 2022

All Departments:

May 31, 2022

ADMINISTRATIVE TEAM	3,510.24
CITY COUNCIL	4,700.00
CITY MANAGER	12,381.78
COMMUNITY PLANNING & ECONOMIC DEVELOPMENT	32,437.56
EMPLOYEE & COMMUNITY RELATIONS	45,707.49
ENGINEERING	61,462.66
FACILITIES & GROUNDS	105,803.85
FINANCE	54,130.10
FIRE	105,175.60
LEGAL SERVICES	23,355.76
MANAGEMENT SERVICES	89,513.82
POLICE	463,291.34
	<hr/>
Subtotal General Fund	1,001,470.20
	<hr/>
STREETS	25,871.14
TRAFFIC	24,003.68
	<hr/>
Subtotal Street Fund	49,874.82
	<hr/>
BI-PIN	10,634.40
BUILDING SAFETY	42,345.26
COMMUNITY DEVELOPMENT	4,290.30
CRIMINAL JUSTICE	59,415.21
EQUIPMENT RENTAL	13,375.22
MEDICAL SERVICES	392,557.84
RISK MANAGEMENT	4,258.23
STORMWATER UTILITY	22,948.12
WATER & SEWER	157,496.11
	<hr/>
Subtotal Other Funds	707,320.69
	<hr/>
Total Salaries and Wages	1,758,665.71
	<hr/>
<u>Benefits:</u>	
Industrial Insurance	45,743.82
Medical Retirement Account	3,525.00
Retirement	131,836.99
Social Security (FICA)	101,640.98
WA Family Leave	2,702.29
	<hr/>
	285,449.08
	<hr/>
Total Benefits	
Grand Total	\$2,044,114.79
	<hr/> <hr/>

I, Dan Legard, Finance Director, at the direction of the Council, do hereby certify that the Payroll hereinabove specified is approved for payment in the amount of \$2,044,114.79 comprised of check numbers 75762 through 75781 and direct deposit numbers 202907 through 203334.

Approved for payment:



Dan Legard, Finance Director

Council Agenda Coversheet



Agenda Item Number	4.d.	Council Date	06/21/2022
Agenda Item Type	Boards and Commissions		
Subject	TPA Commission Appointment		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	City Manager		

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

Recommendation

Staff recommends that Council accept the recommendation of the Tri-Cities Hotel & Lodging Association to appoint Nic Woody, (and Jim Gibson as Alternate), to fill the unexpired term of Jerry Beach through August 31, 2023.

Motion for Consideration

Motion to accept the recommendation of the Tri-Cities Hotel & Lodging Association to appoint Nic Woody to fill the vacancy of an unexpired term through August 31, 2023, and that Jim Gibson be recognized as the alternate.

Summary

The interlocal agreement that establishes the Tourism Promotion Area requires the City Council to select two representatives to serve on the Tri-City Regional Hotel Motel Commission based upon a nomination prepared by the Hotel & Lodging Association.

Attached is the June 8, 2022, letter from the Hotel & Lodging Association to the City of Kennewick announcing that Jerry Beach, with a term expiring August 31, 2023, is ineligible to serve the remainder of his term. A-1 Hospitality, Mr. Beach's employer, no longer has property in the City of Kennewick.

The Hotel & Lodging Association recommends appointing Nic Woody from the Best Western Kennewick Tri-Cities Center Hotel to fill the unexpired term effective immediately. The Association further recommends appointing Jim Gibson, with the Hampton Inn Kennewick at Southridge, as the alternate.

Alternatives

None recommended.

Fiscal Impact

N/A

Through

Krystal Townsend
Jun 13, 15:39:24 GMT-0700 2022

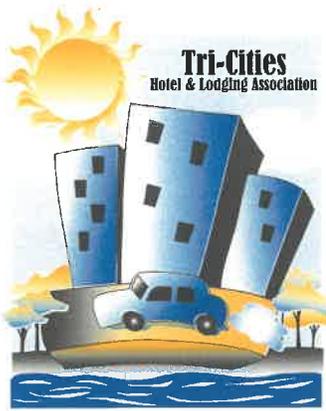
Dept Head Approval

City Mgr Approval

Marie Mosley
Jun 17, 09:08:49 GMT-0700 2022

Attachments: Letter

Recording
Required?



**P.O. Box 1739
Richland, WA 99352**



June 8, 2022

Ms. Marie Mosely
City of Kennewick
210 W 6th Avenue
Kennewick, WA 99336

Ms. Marie Mosley:

This letter is in reference to the Kennewick TPA Commissioner position currently held by Mr. Jerry Beach with A-1 Hospitality in Kennewick. A-1 Hospitality no longer has a hotel in Kennewick, therefore Mr. Beach is no longer eligible to serve as a TPA Commissioner for the City of Kennewick. His term was set to expire on August 31, 2023.

Nic Woody, with the Best Western Kennewick Tri-Cities Center Hotel has been selected by the Tri-Cities Hotel and Lodging Association as the preferred candidate to serve as the TPA Commissioner to represent the City of Kennewick for the remainder of the term set to expire on August 31, 2023. Jim Gibson, with the Hampton Inn Kennewick at Southridge will serve as his alternate.

If you have any questions regarding this issue, please do not hesitate to contact me at 509-792-1660.

Sincerely,

Monica Hammerberg
Treasurer
Tri-Cities Hotel & Lodging Association

Cc: Michael Novakovich – President CEO Visit Tri-Cities

Council Agenda Coversheet



Agenda Item Number	4.e.	Council Date	06/21/2022
Agenda Item Type	Contract/Agreement/Lease		
Subject	UGA South Water & Sewer Basis of Design Report		
Ordinance/Reso #		Contract #	
Project #	P2211	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 the City Council authorize the City Manager to sign the professional services agreement with JUB Engineering for the UGA South Water & Sewer Basis of Design Report (P2211).

Motion for Consideration

I move to authorize the City Manager to sign the professional services agreement with JUB Engineering for the UGA South Water & Sewer Basis of Design Report (P2211).

Summary

In 2022, 223 acres were added to the City of Kennewick's Urban Growth Area boundary south of I-82. Water and sewer utilities do not currently exist and will need to be extended to support development within the additional area. Previous investigations have shown the presence of basalt rock at varying depths along the I-82 corridor. Crossing the I-82 corridor with water and sewer utilities may be challenging depending on the depth and location discovered. This agreement provides for an in depth investigation of the basalt layer and recommendations for crossing with water and sewer utilities. The Basis of Design Report (BODR) will allow the City to move forward with the information necessary to pursue a detailed design of the water and sewer crossings needed.

Alternatives

None recommended

Fiscal Impact

Water and Sewer Fund Professional Services Agreement: \$117,400

Through

Jeremy Lustig
Jun 15, 09:20:23 GMT-0700 2022

Dept Head Approval

Cary Roe
Jun 15, 10:33:59 GMT-0700 2022

City Mgr Approval

Marie Mosley
Jun 17, 09:12:21 GMT-0700 2022

Attachments: Agreement

Recording
Required?



AGREEMENT BETWEEN CITY AND CONSULTANT

THIS AGREEMENT, is made between the City of Kennewick, PO Box 6108, 210 W. 6th Ave., Kennewick, Washington, (hereinafter referred to as the "City"), and JUB Engineers, Inc, 3611 S. Zintel Way, Kennewick, WA 99337 (hereinafter referred to as the "Consultant").

WITNESSETH:

1) SCOPE OF WORK AND AGREEMENT CONTENTS

- a) The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated in this Agreement. The Consultant shall provide engineering services for the **UGA South Water & Sewer Basis of Design Report** project.
- b) This Agreement consists of this Agreement, and other documents listed below issued prior to the execution of this agreement and all modifications and change orders issued subsequent thereto. These form the entire agreement and all are as fully a part of the Agreement as if attached to this Agreement or repeated herein. In the event of a conflict between documents the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below:
 - (i) This Agreement No. P2211 between the City and Consultant.
 - (ii) Exhibit A: Scope of Work

2) GENERAL REQUIREMENTS

- a) The Consultant shall attend status, progress, and coordination meetings with the designated City of Kennewick representatives, or such federal, community, state, city or county officials, groups or individuals as may be requested by the City. If additional meetings are requested, the City will provide the Consultant sufficient notice prior to those meetings requiring Consultant participation.
- b) The Consultant shall prepare a monthly progress report if requested, in a form approved by the City, that will outline in written and/or graphical form the various phases and the order of performance of the work in sufficient details so that the progress of the work can easily be evaluated.

3) TIME FOR BEGINNING AND COMPLETION

The Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by **December 31, 2022**.

4) PAYMENT

- a) The City shall pay the Consultant an amount not to exceed **One Hundred Seventeen Thousand Four Hundred Dollars (\$117,400)** to complete the services rendered under this Agreement. Payment shall be made on a “time and materials” basis. Payment as identified in this section shall be full compensation for all work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work (Exhibit A).
- b) Invoices not in dispute by the City will be paid within thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices
- c) Partial payments to cover the percentage of work completed may be requested by the Consultant. These payments shall not be more than one (1) per month.
- d) Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations at the government rate, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance.
- e) Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f) The Consultant will allow access to the City, the State of Washington, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this contract is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5) INDEPENDENT CONTRACTOR

- a) The Consultant, and any and all employees of the Consultant or other persons engaged in the performance of any work or services required of the Consultant under this Agreement, are independent contractors and shall not be considered employees of the City. Any and all claims that arise at any time under any Workers’ Compensation Act on behalf of said

employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any negligent act or omission on the part of the Consultant's employees or other persons engaged in any of the work or services required to be provided herein, shall be the sole obligation and responsibility of the Consultant.

6) OWNERSHIP OF DOCUMENTS

- a) All designs, drawings, specifications, documents, reports and other work products prepared pursuant to this Agreement, shall become the property of the City upon payment to the Consultant of the fees set forth in this Agreement. The City acknowledges the Consultant's plans and specifications, including all documents on electronic media, as instruments of professional services. The plans and specifications prepared under this Agreement shall become the property of the City upon completion of the services and payment in full of all payment due to the Consultant. The City may make or permit to be made any modifications to the plans and specifications without the prior written authorization of the Consultant. The City agrees to waive any claim against the Consultant arising from any unauthorized reuse of the plans and specifications, and to indemnify and hold the Consultant harmless from any claim, liability or cost arising or allegedly arising out of any reuse of the plans and specifications by the City or its agent not authorized by the Consultant.

7) TERMINATION

- a) This Agreement may be terminated by either party upon thirty (30) days' written notice, provided that neither party will terminate for cause without providing the other party written notice of the breach and a period of ten (10) days to cure. In the event this contract is terminated by the Consultant without cause, the City shall be entitled to reimbursement of costs occasioned by such termination by the Consultant. In the event the City terminates this Agreement, the City shall pay the Consultant for the work performed, which shall be an amount equal to the percentage of completion of the work as mutually agreed between the City and the Consultant.
- b) If any work covered by this Agreement shall be suspended or abandoned by the City before the Consultant has completed the assigned work, the Consultant shall be paid an amount equal to the costs incurred up to the date of termination or suspension as mutually agreed upon between the City and the Consultant.

8) DISPUTE RESOLUTION

- a) The City and the Consultant agree to negotiate in good faith for a period of thirty (30) days from the date of notice of all disputes between them prior to exercising their rights under this Agreement, or under law.
- b) All disputes between the City and the Consultant not resolved by negotiation between the parties may be arbitrated only by mutual agreement of the City and the Consultant. If not mutually agreed to resolve the claim by arbitration, the claim will be resolved by legal action.

9) DEBARMENT CERTIFICATION

- a) The Consultant certifies that neither the Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal or state department or agency. Further, the Consultant agrees not to enter into any arrangements or contracts related to completion of the work contemplated under this Agreement with any party that is on the “General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs” which can be found at:
www.sam.gov and
<http://www.ini.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/default.asp>

10) VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

- a) In the event that either party deems it necessary to initiate a legal action to enforce any right or obligation under this Agreement, the parties agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Benton County. The parties agree that all questions shall be resolved by application of Washington law, and that the parties to such action shall have the right of appeal from such decision of the Superior Court in accordance with the laws of the State of Washington. The Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington situated in Benton County.

11) ATTORNEY’S FEES

- a) The parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the prevailing party will be awarded its reasonable attorney’s fees and costs in action, including costs and attorney’s fees on appeal if appeal is taken.

12) INSURANCE

a) Insurance Term

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

b) No Limitation

The Consultant’s maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the Owner’s recourse to any remedy available at law or in equity.

c) Minimum Scope of Insurance

The Consultant shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Owner shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Owner using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

d) Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

e) Other Insurance Provision

The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Owner. Any insurance, self-insurance, or self-insured pool coverage maintained by the Owner shall be excess of the Consultant's insurance and shall not contribute with it.

f) Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

g) Verification of Coverage

The Consultant shall furnish the Owner with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before the Owner shall issue a Notice to Proceed.

h) Notice of Cancellation

The Consultant shall provide the Owner with written notice of any policy cancellation within two business days of their receipt of such notice.

i) Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the Owner may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Owner on demand, or at the sole discretion of the Owner, offset against funds due the Consultant from the Owner.

j) Owner Full Availability of Consultant Limits

If the Consultant maintains higher insurance limits than the minimums shown above, the Owner shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the Owner evidences limits of liability lower than those maintained by the Consultant.

13) INDEMNIFICATION / HOLD HARMLESS

- a) Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent or wrongful acts, errors or omissions of the Consultant or the Consultant's employees or agents in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- b) Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

14) STANDARD OF CARE

- a) The professional services will be furnished in accordance with the care and skill ordinarily used by members of the same profession practicing under similar conditions at the same time and in the same locality.

15) SUCCESSORS OR ASSIGNS

- a) All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided,

however, that no assignment of the Agreement shall be made without written consent of the parties to the Agreement.

16) EQUAL OPPORTUNITY AGREEMENT

- a) The Consultant agrees that s/he will not discriminate against any employee or job applicants for work under this Agreement for reasons of race, sex, nationality, religious creed, sexual orientation, or any other protected class status.

17) PARTIAL INVALIDITY

- a) Any provision of this Agreement which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.

18) AMENDMENTS

- a) All amendments must be in writing and be approved and signed by both parties.

19) CHANGE IN LAW

- a) The parties hereto agree that in the event legislation is enacted or regulations are promulgated, or a decision of court is rendered, or any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation is published that affects or may affect the legality of this Agreement or any part thereof or that materially and adversely affects the ability of either party to perform its obligations or receive the benefits intended hereunder ("Adverse Change in Law"), then within fourteen (14) days following written notice by either party to the other party of such adverse change in law, the parties shall meet to negotiate in good faith an amendment which will carry out the original intention of the parties to the extent possible. If, despite good faith attempts, the parties cannot reach agreement upon an amendment within sixty (60) days after commencing negotiation, then this Agreement may be terminated by either party as of the earlier of: (i) the effective date of the adverse change in law, or (ii) the expiration of a period of sixty (60) days following written notice of termination provided by one party to the other.

20) CONFIDENTIALITY

- a) In the course of performing under this Agreement, Consultant, including its employees, agents or representatives, may receive, be exposed to, or acquire confidential information. Confidential information may include, but is not limited to, patient information, contract terms, sensitive employee information, or proprietary data in any form, whether written, oral, or contained in any computer database or computer readable form. Consultant shall: i) not disclose confidential information except as permitted by this Agreement; (ii) only permit use of such confidential information by employees, agents and representatives having a need to know in connection with performance under this Agreement; and (iii) advise each of its employees, agents, and representatives of their obligations to keep such information confidential.

21) CHANGES OF WORK

- a) When required to do so, and without any additional compensation, the Consultant shall make such changes and revisions in the completed work of this Agreement as necessary to correct or revise any negligent errors, omissions, or other deficiencies in the design, drawings, specifications, reports, and other similar documents which the Consultant is responsible for preparing or furnishing under this Agreement.
- b) Should the City find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the Consultant shall make such revisions as directed by the City. This work shall be considered as Extra Work and will be paid for as herein provided under Section 22, Extra Work.

22) EXTRA WORK

- a) The City may desire to have the Consultant perform work or render additional services within the general scope of this Agreement. Such work shall be considered as extra work and will be specified in a written supplement to this Agreement which will set forth the nature of the scope, schedule for additional work, additional fees and the method of payment. Work under a supplemental Agreement shall not proceed until authorized in writing by the City.

23) PUBLIC DISCLOSURE

- a) The parties to this Agreement understand and acknowledge that the City is subject to the Public Records Act, RCW 42.56 et seq. If the City receives a public records request for this agreement and/or for documents and/or materials provided to the City under this agreement, generally such information will be a public record and must be disclosed to the public records requester. However, the City agrees to notify the Consultant if it receives such a public records request and the date the City plans to release the records. If the Consultant fails to obtain a protective order from the applicable court prior to the time the City releases the records to the public records requester, the Consultant shall be deemed to have given the City full authority to release the records on the date specified, and the Consultant understands it has thereby given up all rights to challenge the disclosure in any forum.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be delivered by facsimile or other electronic means and those signatures shall be treated as original signatures for all applicable purposes. The person signing this Agreement for Consultant represents that he or she has full and proper authority to do so and to bind the party which they are representing. This Agreement will become binding on the date of last execution hereon:

EXECUTED THIS ____ day of _____, _____.

CITY OF KENNEWICK, WASHINGTON

JUB ENGINEERS, INC.

Marie Mosley
City Manager



Alex Fazzari, P.E.
Area Manager

3611 S. Zintel Way
Kennewick, WA 99337

Phone: (509) 783-2144

ATTEST:

Terri L. Wright
City Clerk

APPROVED AS TO FORM:

Lisa Beaton
City Attorney

Contract No. P2211

EXHIBIT A
Detailed Scope of Work



**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: UGA South Kennewick – Water and Sewer

CLIENT: City of Kennewick

J-U-B PROJECT NUMBER: 30-22-040

ATTACHMENT TO:

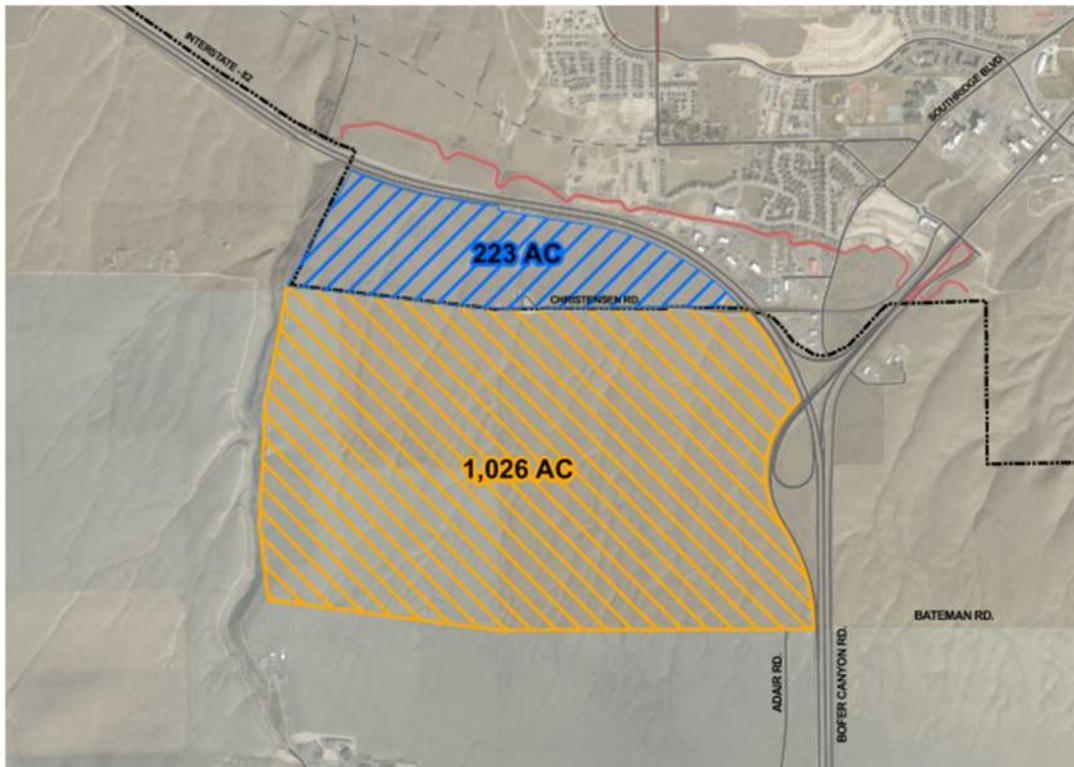
AGREEMENT DATED: _____

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

In 2012, J-U-B analyzed the "South Kennewick Industrial Area Urban Growth Area Expansion" for capital facilities to serve 2,600 acres of light industrial zoning. This study was re-analyzed by City of Kennewick staff in 2019 for 223 acres. It is anticipated that the 223 acres will be released for developed soon, and the City desires to have J-U-B develop a basis of design document for water and sewer to serve the 223 acres. The City desires that the water and sewer also be sized for approximately a 50-year growth planning boundary (additional 1,026 acres) shown graphically below.



PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 001: Project Management

1. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
2. Coordinate quality assurance / quality control (QA/QC) processes.
3. Communicate and coordinate J-U-B team activities with kickoff and progress meetings as required.
4. Communicate and coordinate subconsultant activities under J-U-B, if necessary.
5. Regularly monitor project status, budget and schedule.
6. During periods of project activity, provide a regular report to CLIENT on project status, budget and schedule.
7. Provide a monthly invoice including budget status.
8. Provide ongoing document handling and filing.

B. Task 002: Meetings

1. For this task, J-U-B will:
 - a. Meet with Client to go over draft geotechnical report findings.
 - b. Meet with Client to go over draft Basis of Design report.
 - c. Deliverables:
 - i. Meeting notes in electronic (PDF) format.

C. Task 003: Geotechnical Study

1. For this task, J-U-B's subconsultant Shannon and Wilson will:
 - a. Conduct additional geotechnical field investigations and report findings into a Geotechnical Engineering Report as outlined in the attached sub-consultant scope by Shannon and Wilson.
 - b. Deliverables:
 - i. Geotechnical Engineering Report (GER) in electronic (PDF) format.

D. Task 004: Basis of Design Report

1. Subtask 001: Basis of Design Report. For this task, J-U-B will:
 - a. Write a report showing the recommended infrastructure improvements needed for extending water and sewer service for the 223 acres and additional 1,026 acres (50-year planning boundary).
 - b. Conduct internal reviews at appropriate phases for quality control and assurance.
 - c. Assumptions:
 - i. The intent of the report will be to provide enough information so that a detailed construction plan set can be developed.
 - ii. The report is anticipated to have the following outline:
 - (a) Introduction
 - (b) Proposed Land Use Designations
 - (c) Water and Sewer Demand Assumptions
 - (d) Water Service
 - (e) Sanitary Sewer Service
 - (f) Summary of Recommended Improvements
 - (g) Appendix: Geotechnical Investigations
 - (h) Appendix: Estimated Cost of Construction.

- iii. The report will not be evaluating the capacity of the wastewater treatment plant.
 - iv. The report will not be evaluating the capacity of the “upstream” water system feeding the study area.
 - v. The report will not be sizing water storage volume needs.
 - d. Deliverables:
 - i. Basis of Design Report in electronic (PDF) format.
2. Subtask 002: Water Service
- a. At least two Highway I-82 crossing locations will be evaluated. One crossing evaluation will include an option for hanging a waterline from the existing Christensen Rd Overpass, as well as trenchless.
 - b. Crossing of Highway I-82 will include a description about the preferred trenchless alternative.
 - c. Pipe sizing criteria, recommended pipe sizes, and recommended preliminary pipe arrangement in the study area will not be provided. The City has conducted their own investigation and have determined that an 18-inch water pipe is sufficient.
 - d. Consideration will be shown for extending a water pipe to the study area from the corner of Southridge Blvd and Christenson Rd. to serve the 223 acres.
 - e. Consideration will be shown for extending a water pipe to the study area from the corner of Ridgeline Dr. and Sherman St. to serve the 50-year planning boundary.
 - f. Assumptions:
 - i. The 223 acre boundary is located in pressure zone 5. The 50-year planning boundary is located in pressure zone 5 and pressure zone 6.
 - ii. The 2017 Water Master Plan shows a 1.5 MG Zone 5 Reservoir (CIP# DF-3) located in the 50-year planning boundary. No additional sizing analysis of this tank will be done in this report. A description of the tank location, dimensions, and land area needed will be provided in the report.
 - iii. The 2017 Water Master Plan shows a new 1,200 gpm Zone 6 Booster Pump Station (CIP# DF-10) located in the 50-year planning boundary. No additional sizing analysis will be done in this report. A description of the pump station location and land area needed will be provided in the report.
 - iv. Water System source capacity for service to the study area will not be evaluated in this report.
 - v. The new distribution pipes for the study area will not be sized as part of this study.
3. Subtask 003: Sewer Service
- a. At least two Highway I-82 crossing locations will be evaluated.
 - b. Crossing of Highway I-82 will include a description about the preferred trenchless alternative.
 - c. Pipe sizing criteria, recommended pipe size, and minimum pipe invert elevation at Highway crossing will be provided.
 - d. Consideration will be shown for having a sewer pipe extend north on the Delaware Street Alignment for service of the 223 acre boundary, and sewer pipe extending north on the Idaho Street Alignment for service of the 50-year planning boundary.
 - e. Sewer collection system impacts between the study area and the Amon Lift Station will be evaluated. The remaining pumping capacity of the Amon Lift Station will be summarized.
 - f. Assumptions:
 - i. The preliminary 2022 General Sewer Model will be used for the collection system analysis.

E. Task 005: Project Closeout

- 1. Archive paper and electronic files and records.
- 2. Communicate the project completion to CLIENT and other affected agencies and stakeholders, as required.
- 3. Close financial billing and accounting records in J-U-B’s financial and record-keeping systems.

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
 1. Land Use Designation and build-out density assumptions
 2. Topographic Survey of Geotechnical Field investigation test pit/borehole locations to tie elevations of rock to known ground elevations.
 3. Fire Hydrant Flow Tests.

- B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
 1. Construction Bidding Documents for Water and Sewer Infrastructure Improvements.
 2. Engineering Report for Water Reservoir and Booster Pump Station.
 3. Geotechnical Data Report (GDR)
 4. Geotechnical Baseline Report (GBR)
 5. Construction Phase Services.

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
 1. For Lump Sum fees:
 - a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.
 2. For Time and Materials fees:
 - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 - b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.05.
 3. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.

- B. **Period of Service:** If the period of service for the task identified above is extended beyond 12 months, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments and extended duration of project management and administrative services.

- C. CLIENT acknowledges that J-U-B will not be responsible for impacts to the schedule by actions of others over which J-U-B has no control.

- D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
001	Project Management	Time and Materials (Ceiling Amount Shown)	\$4,000	Concurrent with work progress
002	Meetings	Time and Materials (Ceiling Amount Shown)	\$3,000	Concurrent with work progress
003	Geotechnical Study	Time and Materials (Ceiling Amount Shown)	\$78,600	Draft for CLIENT review 4 months after executed

				contract, notice to proceed, and receipt of all required data
004	Basis of Design Report	Time and Materials (Ceiling Amount Shown)	\$30,300	Draft for CLIENT review 2 weeks after meeting with CLIENT to go over Draft Geotechnical Engineering Report Draft. Final for CLIENT 1 month after Meeting with CLIENT to go over Draft Report
005	Project Closeout	Lump Sum	\$1,500	At end of project
Total:			\$117,400	

***NOTE on Coronavirus and Schedule:** J-U-B is committed to meeting your project schedule commitments as delineated above. As our response to the COVID-19 pandemic, J-U-B is engaging in safety procedures in help to protect clients, staff, their families, and the public. Our staff or offices may be subject to quarantine or other interruptions. Since COVID-19 impacts are beyond J-U-B's control, we are not responsible for the force majeure impacts to delivery timelines, or subsequent project delays and related claims, costs, or damages. Should circumstances related to the COVID-19 issue arise with J-U-B staff or in a J-U-B office that will impact our delivery schedule, we will notify you of the circumstances and mutually agree to a schedule adjustment.*

Exhibit(s):

- Exhibit 1-A: proposal from subconsultant Shannon & Wilson dated June 14, 2022.
- Exhibit 1-B: work breakdown structure.

For internal J-U-B use only:

PROJECT LOCATION (STATE): Washington

TYPE OF WORK: City

R&D: No

GROUP: Water/Wastewater

PROJECT DESCRIPTION(S):

1. Water Supply/Distribution (W03)
2. Sewer/Wastewater Collection/Disposal (S04)



June 14, 2022

Mr. Ben Haws, PE
J-U-B Engineers, Inc.
3611 S. Zintel Way
Kennewick, WA 99337

RE: PROPOSAL FOR GEOTECHNICAL ENGINEERING SERVICES (REV. 1);
INTERSTATE 82 UTILITY CROSSINGS, KENNEWICK, WASHINGTON

Dear Mr. Haws;

Shannon & Wilson is pleased to present this geotechnical engineering services revised proposal for the proposed utility crossings of Interstate 82 (I-82) in Kennewick, Washington. The purpose of these proposal revisions, at the City of Kennewick's (City) request, is to remove proposed borings from the median along the three (3) I-82 utility crossings.

BACKGROUND

The City recently gained approval from the state of Washington to incorporate areas south/west of I-82 in Kennewick into the current Urban Growth Area. The City is planning utilities for the newly incorporated areas which require crossings of I-82 (Figure 1).

J-U-B Engineers, Inc. (JUB) is working with the City to plan the utilities. We understand the crossings include approximately 16- to 18-inch-diameter water lines and 18-inch-diameter sewer as indicated in Exhibit 1. We also provide key measurements as provided by Google Earth of each approximate trenchless alignment in Exhibit 1.

Exhibit 1: Estimated Trenchless Segment Measurements

Segment	Length (feet)	Approx. Elevations (feet amsl)*			Comments
		South/ West	Mid- Point	North/ East	
#2	350	865	854	853	18" Sewer and Water
#3	420	862	838	851	18" Sewer
Christenson Road	520	901	898	900	16" Water

Notes:

* Elevations provided by Google Earth are to be considered approximate and only used for preliminary planning.

JUB provided a previous geotechnical report (May 2014) and letter addendum (September 2014) by Strata for some of the same proposed crossings. Shannon & Wilson has reviewed the provided geotechnical information in preparation of our proposed scope of services below.

PROPOSED SCOPE OF SERVICES

Based on our project understanding, discussions with JUB and provided documents, Shannon & Wilson proposes to complete borings and test pit excavations along the proposed alignments (trenchless and likely open-cut). We will document our field explorations and laboratory testing, and provide geotechnical engineering and reporting. We describe the proposed scope of services below.

Explorations

Utility Locate

Prior to test pit and drilling explorations, Shannon & Wilson will mark the explorations and notify the Utilities Notification Center. Utilities on site that will not be located via the request to the Utilities Notification Center are the responsibility of the Owner to locate and clearly mark prior to the explorations. Shannon & Wilson cannot be responsible for utilities not clearly identified in the field.

If the Owner is not confident of their utility locations, Shannon & Wilson will subcontract for a private utility locate at our boring locations at an additional fee.

Test Pits

Shannon & Wilson will complete up to five (5) test pits (estimated to take about one (1) day of fieldwork) along the Christenson Road alignment west of the I-82 crossing. Our excavation subcontractor will use a track-mounted excavator to extend the test pits up to about 12 feet below the existing ground surface (bgs) or practical refusal given the selected excavation equipment, whichever is encountered shallower.

At completion, the excavator operator will backfill the excavations with the excavated materials. Shannon & Wilson is not responsible to restore the ground to pre-exploration conditions.

Borings

At the City's request, Shannon & Wilson will complete one (1) boring at or near each trenchless alignment entry/exit locations (six [6] borings total). Our drilling subcontractor will use a truck-mounted drill rig with hollow-stem auger (HSA) methods in soils and decomposed to highly weathered rock, and HQ3 coring methods in rock too competent for HSA. We will extend the trenchless segment borings (2) approximately 15 feet below the trenchless alignment estimated minimum elevation; we estimate the total drill footage at about 160 feet based on the anticipated trenchless alignment elevations shown in Exhibit 1.

We will obtain soil samples in conjunction with the Standard Penetration Test (SPT) (ASTM D1586) at 2½-foot intervals to 15 feet bgs and at 5-foot intervals below 15 feet bgs within drilling depths completed by HSA. Within relatively soft, fine-grained soils, we may attempt thin-walled Shelby tube to collect relatively undisturbed samples. We will collect rock core samples in accordance with ASTM D2113.

At completion, our subcontractor will backfill the borings according to Washington Department of Ecology requirements. We assume the drill cuttings may be spread on the ground surface at the boring locations.

Observation

Our engineer or geologist will observe the test pit excavations and drilling, log each exploration, and obtain disturbed samples as the work progresses. We will record the groundwater depth, if encountered. We will place recovered soil and bedrock samples in labeled plastic bags or jars for transport and laboratory identification.

We will log and photograph recovered rock core for report inclusion and place samples in core boxes for transport and storage. Our representative will measure the rock recovery and determine the rock quality designation (RQD) for each core run. We will record the recovery and RQD on the boring logs.

Laboratory Testing

Shannon & Wilson may perform the following laboratory tests on selected soil samples retrieved from our explorations.

- Moisture Content (ASTM D2216) for material characterization and soil index properties. (assume maximum of 18 tests)
- Particle Distribution (ASTM D422 and ASTM D1140) for material characterization and soil index properties. (assume maximum of 18 tests)
- Atterberg limits (ASTM D4318) for material characterization and soil index properties. (assume maximum of 3 tests)
- Unconfined Compressive Strength of rock (ASTM D7012) for bedrock characterization. (assume maximum of 9 tests)
- Point Load Strength Index of Rock (ASTM D5731) for bedrock characterization. (assume maximum of 18 tests)
- Corrosion Suite (pH – ASTM G 51, sulfates – ASTM D 4327, chloride content – ASTM D 4327, Redox Potential – ASTM G 200, Resistivity – ASTM G 187, and sulfide – Acetate Paper) (assume maximum of 5 suites)

Geotechnical Reporting

Geotechnical Engineering Report

Shannon & Wilson will perform geotechnical engineering analyses and prepare a geotechnical engineering report (GER) that summarizes our observations, explorations, laboratory testing, engineering analyses, and design and construction recommendations. Our GER will include:

- Site description.
- Exploration and sampling methods and equipment.
- Geologic setting and site geology.

- A site exploration plan drawn to scale with north arrow, exploration locations and identification.
- Boring and test pit logs, including:
 - Surface elevation (to be provided by the City);
 - Sample location (depth/elevation) and type;
 - Interpreted soil and rock classifications and descriptions in accordance with the Unified Soil Classification System (ASTM D2487);
 - Thickness, description and classification of encountered soils and rock;
 - Laboratory index and field test results at appropriate depths;
 - Groundwater depth, if encountered.
- Interpreted soil classifications.
- Subsurface conditions, including existing groundwater conditions, if encountered.
- Laboratory test results and procedures.
- Geologic setting, site geology, and geologic hazards.
- Deep excavation options and recommendations including relative feasibility and risks.
- Design and construction recommendations for the preferred deep excavation option, including temporary and permanent lateral earth pressures, surcharge pressures, and uplift pressures, as appropriate.
- Trenchless options and recommendations including relative feasibility and risks.
- Corrosion potential (resistivity/corrosivity) for ductile iron water lines and concrete.
- Excavation and shoring recommendations for launching and receiving pits, as appropriate.
- Geotechnical instrumentation recommendations for monitoring the performance and potential settlement and heave along the trenchless alignment.
- Utility trenching, including excavations, subgrade preparation, bedding, and backfill.
- Geotechnical grading recommendations including clearing and grubbing, compaction, re-use of onsite soils, borrow and select fill, removal or treatment of unsuitable materials, subgrade preparation, and temporary excavations.
- Wet weather construction considerations.

Shannon & Wilson will provide an electronic copy of our draft GER for review. We will meet with JUB and the City representatives to discuss our findings and recommendations, as requested. We will provide an electronic copy of our final GER after comment resolution.

Geotechnical Data Report

We will prepare a geotechnical data report (GDR) that summarizes our observations, explorations, and laboratory testing. In our GDR, we will provide:

- Boring and test pit logs,
- A site exploration plan;
- Interpreted soil classifications;
- Groundwater depth, if encountered;
- Site geology and discussion of encountered subsurface conditions; and
- Laboratory test results.

Geotechnical Baseline Report

At your request, Shannon & Wilson will prepare a geotechnical baseline report (GBR) that provides our interpretation of the geologic and geotechnical conditions likely to be encountered during construction, based on the GDR.

SCHEDULE

We are prepared to commence test pit fieldwork within about four (4) to eight (8) weeks of an authorized agreement/task order, or soon after depending on drilling subcontractor availability and rights-of-entry. We will engage a drilling subcontractor with notice-to-proceed (NTP), their schedules have been about four (4) to eight (8) weeks out based on our recent experience. We assume the drilling and test pits will be completed in about five (5) field days. Laboratory testing will be completed approximately three (3) weeks after fieldwork. We anticipate the draft GER will be available approximately four (4) weeks after laboratory testing completion. We will finalize the GER about one (1) week after comment resolution.

We anticipate the GDR and GBR can be available about two (2) weeks after the final GER and an authorized agreement, whichever is later.

ASSUMPTIONS

- Any necessary right-of-entries to private property or City/County right-of-way (ROW), if required, will be provided by JUB and/or City.
- All borings will be completed outside of WSDOT ROW.

- Drilling will require a maximum four (4) field days.
- Each boring site is accessible using a truck-mounted drill rig.
- No soil contamination will be encountered at the site.
- The soil cuttings (from borings) may be spread on site.
- Prior notice of 10 working days to plan for additional borings requested.
- Additional borings will be completed under the same mobilization as the six (6) borings included in the basic scope.
- Observation wells to monitor groundwater levels are not included.

COST OF SERVICES

We are prepared to undertake the above scope of services on a lump sum (LS) basis in accordance with a mutually-negotiated agreement. Our fees for the services described above are shown below and broken down in the enclosed Consultant Fee Determination.

- Geotechnical Engineering Report (GER) \$74,822

GER Task	Labor	Expenses
Fieldwork	\$15,135	\$29,579
Laboratory Testing	\$1,540	\$10,565
Engineering & Reporting	\$17,895	\$108

- Geotechnical Data Report (GDR) \$6,630
- Geotechnical Baseline Report (GBR) \$7,170

Our fees include the excavation and drilling subcontractors, field testing and observations, laboratory testing, engineering analyses, and report preparation as described above. We anticipate JUB will re-engage Shannon & Wilson following about 60 percent design to assist with specifications development and review plans. Our fee does not include plans and specifications or construction phase services.

The proposed scopes of services are based on conditions as we understand them. However, if changed conditions are encountered, we will notify you in advance of performing services beyond the current scope of services.

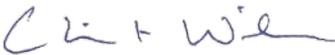
CLOSURE

The scope of our services does not include any environmental assessment or evaluation regarding the presence or absence of wetlands, or hazardous or toxic materials in the soil, surface water, groundwater or air on or below or around this site. However, if these conditions are encountered, Shannon & Wilson maintains a staff of engineers, geologists, and hydrogeologists that are qualified and experienced in the wetlands and hazardous waste fields. We are available to discuss these services if they are necessary. Additional general information is provided in the attached "Important Information About Your Geotechnical/Environmental Proposal."

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please contact me at (509) 543-2866 if you have questions regarding this proposal.

Sincerely,

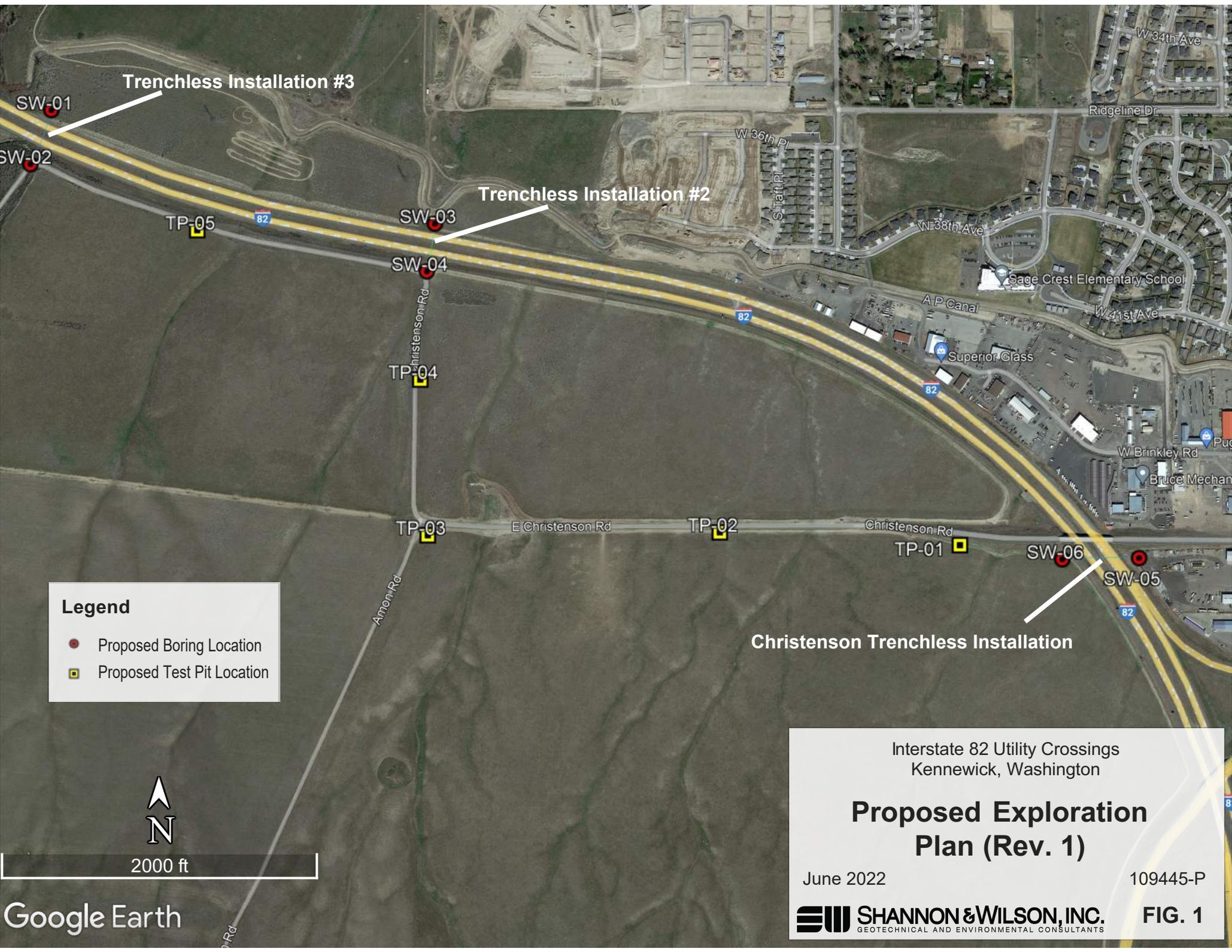
SHANNON & WILSON



Clinton A. Wilson, PE
Senior Associate

CAW/caw

Enc. Figure 1 – Proposed Exploration Plan (Rev. 1)
Consultant Fee Determination
Important Information about Your Geotechnical/Environmental Proposal



Trenchless Installation #3

Trenchless Installation #2

Christenson Trenchless Installation

Legend

- Proposed Boring Location
- Proposed Test Pit Location



2000 ft

Google Earth

Interstate 82 Utility Crossings
Kennewick, Washington

**Proposed Exploration
Plan (Rev. 1)**

June 2022 109445-P

SHANNON & WILSON, INC.
GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS **FIG. 1**

**CONSULTANT FEE DETERMINATION
(REV. 1)**

I-82 Utility Crossings, Kennewick, WA
J-U-B Engineers, Inc.
109445-P

Attn: Ben Haws, PE

June 14, 2022
Shannon & Wilson, Inc.
Prepared by CAW

TASK	VP	Sr. Assoc.	Assoc.	Sr. Prof. III	Sr. Prof. II	Sr. Prof. I	Prof. IV	Prof. III	Prof. II	Sr. Office Svcs	Office Svcs IV	Office Svcs III	Office Svcs II	TOTAL TASK HOURS	TOTAL TASK AMOUNT
1 Desktop Report															
2 Subsurface Explorations		10					69	4	8	8		11		110	\$15,135
		\$2,300					\$9,315	\$500	\$880	\$1,040		\$1,100			
3 Laboratory Testing		3					6					1		10	\$1,540
		\$690					\$750					\$100			
4 Geotechnical Engineering Report	5	14			24		48				18	4		113	\$17,895
	\$1,375	\$3,220			\$4,080		\$6,480				\$2,340	\$400			
5 Geotechnical Data Report	2	8					28				2	2		42	\$6,630
	\$550	\$1,840					\$3,780				\$260	\$200			
6 Geotechnical Baseline Report	2	8					32				2	2		46	\$7,170
TOTALS															
TOTAL LABOR ESTIMATE	\$2,475	\$9,890			\$4,080		\$23,895	\$1,250	\$880	\$1,040	\$2,860	\$2,000		321	\$48,370

DIRECT COSTS (ODC)	
Travel: Vehicles & Per Diem	\$487
Office: Reproduction & Software Useages	\$108
Drilling	\$23,205
Subcontractors Cost	\$5,820
Field Equipment Charges	\$67
Laboratory Testing	\$10,565
Total Direct Cost Estimate	\$40,252
Total Labor + Direct Costs Estimate	\$88,622

Important Information

About Your Geotechnical/Environmental Proposal

More construction problems are caused by site subsurface conditions than any other factor. The following suggestions and observations are offered to help you manage your risks.

HAVE REALISTIC EXPECTATIONS.

If you have never before dealt with geotechnical or environmental issues, you should recognize that site exploration identifies actual subsurface conditions at those points where samples are taken, at the time they are taken. The data derived are extrapolated by the consultant, who then applies judgment to render an opinion about overall subsurface conditions; their reaction to construction activity; appropriate design of foundations, slopes, impoundments, and recovery wells; and other construction and/or remediation elements. Even under optimal circumstances, actual conditions may differ from those inferred to exist, because no consultant, no matter how qualified, and no subsurface program, no matter how comprehensive, can reveal what is hidden by earth, rock, and time.

DEVELOP THE SUBSURFACE EXPLORATION PLAN WITH CARE.

The nature of subsurface explorations—the types, quantities, and locations of procedures used—in large measure determines the effectiveness of the geotechnical/environmental report and the design based upon it. The more comprehensive a subsurface exploration and testing program, the more information it provides to the consultant, helping to reduce the risk of unanticipated conditions and the attendant risk of costly delays and disputes. Even the cost of subsurface construction may be lowered.

Developing a proper subsurface exploration plan is a basic element of geotechnical/environmental design that should be accomplished jointly by the consultant and the client (or designated professional representatives). This helps the parties involved recognize mutual concerns and makes the client aware of the technical options available. Clients who develop a subsurface exploration plan without the involvement and concurrence of a consultant may be required to assume responsibility and liability for the plan's adequacy.

READ GENERAL CONDITIONS CAREFULLY.

Most consultants include standard general contract conditions in their proposals. One of the general conditions most commonly employed is to limit the consulting firm's liability. Known as a "risk allocation" or "limitation of liability," this approach helps prevent

problems at the beginning and establishes a fair and reasonable framework for handling them should they arise.

Various other elements of general conditions delineate your consultant's responsibilities. These are used to help eliminate confusion and misunderstandings, thereby helping all parties recognize who is responsible for different tasks. In all cases, read your consultant's general conditions carefully and ask any questions you may have.

HAVE YOUR CONSULTANT WORK WITH OTHER DESIGN PROFESSIONALS.

Costly problems can occur when other design professionals develop their plans based on misinterpretations of a consultant's report. To help avoid misinterpretations, retain your consultant to work with other project design professionals who are affected by the geotechnical/environmental report. This allows a consultant to explain report implications to design professionals affected by them, and to review their plans and specifications so that issues can be dealt with adequately. Although some other design professionals may be familiar with geotechnical/environmental concerns, none knows as much about them as a competent consultant.

OBTAIN CONSTRUCTION MONITORING SERVICES.

Most experienced clients also retain their consultant to serve during the construction phase of their projects. Involvement during the construction phase is particularly important because this permits the consultant to be on hand quickly to evaluate unanticipated conditions, conduct additional tests if required, and when necessary, recommend alternative solutions to problems. The consultant can also monitor the geotechnical/environmental work performed by contractors. It is essential to recognize that the construction recommendations included in a report are preliminary, because they must be based on the assumption that conditions revealed through selective exploratory sampling are indicative of actual conditions throughout a site.

Because actual subsurface conditions can be discerned only during earthwork and/or drilling, design consultants need to observe those conditions in order to provide their recommendations. Only the consultant who prepares the report is fully familiar with the background information needed to determine whether or not the report's recommendations are valid. The consultant submitting the report cannot assume responsibility or liability for the adequacy of preliminary recommendations if another party is retained to observe construction.

REALIZE THAT ENVIRONMENTAL ISSUES MAY NOT HAVE BEEN ADDRESSED.

If you have requested only a geotechnical engineering proposal, it will not include services needed to evaluate the likelihood of contamination by hazardous materials or other pollutants. Given the liabilities involved, it is prudent practice to always have a site reviewed from an environmental viewpoint. A consultant cannot be responsible for failing to detect contaminants when the services needed to perform that function are not being provided.

ONE OF THE OBLIGATIONS OF YOUR CONSULTANT IS TO PROTECT THE SAFETY, PROPERTY, AND WELFARE OF THE PUBLIC.

A geotechnical/environmental investigation will sometimes disclose the existence of conditions that may endanger the safety, health, property, or welfare of the public. Your consultant may be obligated under rules of professional conduct, or statutory or common law, to notify you and others of these conditions.

RELY ON YOUR CONSULTANT FOR ADDITIONAL ASSISTANCE.

Your consulting firm is familiar with several techniques and approaches that can be used to help reduce risk exposure for all parties to a construction project, from design through construction. Ask your consultant, not only about geotechnical and environmental issues, but others as well, to learn about approaches that may be of genuine benefit.

The preceding paragraphs are based on information provided by the ASFE/Association of Engineering Firms Practicing in the Geosciences, Silver Spring, Maryland

EXHIBIT 1-B: WORK BREAKDOWN STRUCTURE

BASIS OF FEE ESTIMATE

Project Title, Client: 30-22-040, City of Kennewick
Project Number: 30-22-040
Prepared By: Haws



Task Number	Subtask Number	Task/Subtask Name / Activity Description	Program Manager - Senior	Program Manager	Project Engineer - Lead	Project Designer - Lead	Planner	PFA			J-U-B Expenses	Subconsultant Expenses	Total Compensation
001		Project Management	0	16	0	0	0	8	0	0	\$0	\$0	\$4,000
001	001	Project Management	0	16	0	0	0	8	0	0	\$0	\$0	\$4,000
		Set up project in Vision		2				1			\$0	\$0	\$500
		Conduct project planning and risk assessment									\$0	\$0	\$0
		Coordinate QA/QC process		2							\$0	\$0	\$400
		Communicate and coordinate J-U-B team activities		2							\$0	\$0	\$400
		Communicate and coordinate subconsultant activities		5							\$0	\$0	\$1,100
		Monitor and report project status, budget and schedule		2				2			\$0	\$0	\$600
		Monthly invoicing		2				2			\$0	\$0	\$600
		Ongoing document handling and filing						2			\$0	\$0	\$200
		Contingency		1				1			\$0	\$0	\$300
002		Meetings	0	8	4	4	0	0	0	0	\$0	\$0	\$3,000
002	001	Meetings	0	8	4	4	0	0	0	0	\$0	\$0	\$3,000
		Geotechnical findings		4							\$0	\$0	\$800
		Draft Basis of Design Report		4	4	4					\$0	\$0	\$2,100
		Contingency									\$0	\$0	\$0
003		Geotechnical Study	0	0	0	0	0	0	0	0	\$0	\$78,600	\$78,600
003	001	Geotechnical Study	0	0	0	0	0	0	0	0	\$0	\$78,600	\$78,600
		Geotechnical Engineering Report									\$0	\$78,600	\$78,600
		Geotechnical Data Report									\$0	\$0	\$0
		Geotechnical Baseline Report									\$0	\$0	\$0
		Contingency									\$0	\$0	\$0
004		Basis of Design Report	5	41	65	53	8	0	0	0	\$0	\$0	\$30,300
004	001	Basis of Design Report	5	27	24	24	8	0	0	0	\$0	\$0	\$15,700
		Introduction		3							\$0	\$0	\$600
		Proposed Land Use Designations		5							\$0	\$0	\$1,100
		Water and Sewer Demands		3	3	3					\$0	\$0	\$1,600
		Water Service		2		5	2				\$0	\$0	\$1,400
		Sanitary Sewer Service		2	5						\$0	\$0	\$1,300
		Summary of Recommended Improvements		3	3	3	2				\$0	\$0	\$1,900
		Appendix: Geotechnical Investigations		1							\$0	\$0	\$200
		Appendix: Estimated Cost of Construction		2	5	5					\$0	\$0	\$2,100
		QC Report	4								\$0	\$0	\$900
		Address QC Report Comments		2	3	3	2				\$0	\$0	\$1,700
		Address City Comments	1	2	3	3	1				\$0	\$0	\$1,800

EXHIBIT 1-B: WORK BREAKDOWN STRUCTURE

BASIS OF FEE ESTIMATE

Project Title, Client: 30-22-040, City of Kennewick
Project Number: 30-22-040
Prepared By: Haws



Task Number	Subtask Number	Task/Subtask Name / Activity Description	Program Manager - Senior	Program Manager	Project Engineer - Lead	Project Designer - Lead	Planner	PFA			J-U-B Expenses	Subconsultant Expenses	Total Compensation
		Contingency		2	2	2	1				\$0	\$0	\$1,200
004	002	Water Service	0	7	6	29	0	0	0	0	\$0	\$0	\$6,800
		Highway Crossing - Hanging waterline from bridge			6	12					\$0	\$0	\$2,800
		Highway crossing - boring		2		3					\$0	\$0	\$900
		Pipe Size Criteria		0		2					\$0	\$0	\$300
		Zoning, Sources		1		2					\$0	\$0	\$500
		Storage Description, Location of Tanks identified		2		4					\$0	\$0	\$1,000
		Coordinate with City of Fire Hydrant tests		0		0					\$0	\$0	\$0
		WaterCAD Model		0		0					\$0	\$0	\$0
		Recommended pipe size and route		1		3					\$0	\$0	\$600
		Contingency		1		3					\$0	\$0	\$600
004	003	Sewer Service	0	7	35	0	0	0	0	0	\$0	\$0	\$7,800
		Highway crossing #1		1	8						\$0	\$0	\$1,700
		Highway crossing #2		1	8						\$0	\$0	\$1,700
		InfoSWMM Model		1	6						\$0	\$0	\$1,300
		Downstream Pipe Impacts		1	4						\$0	\$0	\$900
		Amon Lift Station Capacity		1	3						\$0	\$0	\$800
		Recommended pipe size and route		1	3						\$0	\$0	\$800
		Contingency		1	3						\$0	\$0	\$800
005		Project Closeout	1	2	1	1	1	5	0	0	\$0	\$0	\$1,500
005	001	Project Close-Out	1	2	1	1	1	5	0	0	\$0	\$0	\$1,500
		Prepare Record Drawings									\$0	\$0	\$0
		Archive paper and electronic files	1	1	1	1	1	1			\$0	\$0	\$1,000
		Communicate project close-out to CLIENT		1				1			\$0	\$0	\$300
		Close financial billing and accounting records						3			\$0	\$0	\$200
		Contingency									\$0	\$0	\$0
											\$0	\$0	\$0
Total Hours			6	67	70	58	9	13	0	0			
Total Costs			\$1,400	\$14,100	\$12,700	\$8,400	\$1,200	\$1,000	\$0	\$0	\$0	\$78,600	\$117,400

Council Agenda Coversheet 	Agenda Item Number	5.a.	Council Date	06/21/2022	Consent Agenda	<input type="checkbox"/>
	Agenda Item Type	Ordinance			Ordinance/Reso	<input checked="" type="checkbox"/>
	Subject	Amendment of KMC 15.30.240 (Fireworks)			Public Mtg / Hrg	<input type="checkbox"/>
	Ordinance/Reso #	5984	Contract #		Other	<input type="checkbox"/>
	Project #		Permit #		Quasi-Judicial	<input type="checkbox"/>
	Department	Fire Department				

Recommendation

City Staff recommend Council adopt ordinance 5984, which modifies Kennewick Municipal Code 15.30.240 to allow the retail sale and use of specifically-listed fireworks within the City of Kennewick.

Motion for Consideration

I move to adopt Ordinance 5984.

Summary

During the May 24, 2022, Council Workshop, staff delivered a presentation on fireworks. The presentation focused on concerns related to the use of fireworks and need for enforcement of illegal usage of fireworks within the City of Kennewick. At the conclusion of the presentation, staff received Council direction to identify fireworks options for Council to consider.

During the June 7, 2022, City Council meeting staff presented Council with four possible options ranging from a continued ban of fireworks to limited retail sale and use of fireworks within the City of Kennewick. The direction provided by Council was to adopt the option that was modeled after the Richland Municipal Code (RMC), which allows the retail sale and use of specific fireworks within the City of Kennewick. Fireworks that are illegal according to RCW 70.77 and WAC 212-17 will be not be permitted to be sold or used within the City. Additionally, the revised Kennewick KMC prevents the use of certain fireworks that are not considered to be illegal according to the RCW and WAC, and changes the penalty for illegal use from a misdemeanor to a civil infraction.

State law requires that local ordinances with more strict definitions of illegal fireworks may not take effect sooner than one year from the date the ordinance is adopted. Ordinance 5984 includes a prohibition on a number of fireworks the state has deemed legal. Therefore, KMC 15.30.240 will remain in place as it exists today with the amendments becoming effective in June 2023.

The ordinance being presented this evening and the proposed modifications to the KMC 15.30.240 are a result of the direction received from Council at the June 7, 2022 Council meeting.

Alternatives

N/A

Fiscal Impact

N/A

Through	Chad Michael Jun 16, 10:21:30 GMT-0700 2022	Attachments: Ordinance Ordinance Redline <input type="checkbox"/> Recording Required?
Dept Head Approval	Chad Michael Jun 16, 10:21:33 GMT-0700 2022	
City Mgr Approval	Marie Mosley Jun 17, 14:38:53 GMT-0700 2022	

CITY OF KENNEWICK
ORDINANCE NO. 5984

AN ORDINANCE RELATING TO THE MANUFACTURE, SALE AND
DISCHARGE OF FIREWORKS AND AMENDING SECTIONS 15.30.240
AND 15.30.290 OF THE KENNEWICK MUNICIPAL CODE

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

Section 1. Section 15.30.240 of the Kennewick Municipal Code, be, and the same hereby is
amended to read as follows:

15.30.240: Manufacture, sale and discharge of Fireworks.

- (1) The sale and discharging of fireworks within the city of Kennewick shall be in accordance with the Washington State Fireworks Law, Chapter 70.77 RCW, and Chapter 212-17 WAC, unless otherwise provided in this section.
- (2) Application for permits for public display and/or retail sales of fireworks shall be accompanied by a letter from the person legally responsible for the property on which such display and/or sale is to take place. Such letter shall grant permission to the applicant for the use of said property.
- (3) It shall be unlawful for any person or corporation to sell or give fireworks to anyone under the age of 16 unless that person is under the immediate supervision of an adult (18 years old or older). It shall be unlawful for a parent, guardian or other person responsible for a child under the age of 16 to allow that child to possess, use, discharge or transport any fireworks unless that child is under the immediate supervision of an adult. It shall be unlawful for any person under the age of 16 to possess, use, discharge, or transport any fireworks unless under the immediate supervision of an adult (18 years old or older).
- (4) It is unlawful to use fire or discharge any fireworks along the route of and during any parade or at any place of public assembly or in any commercial use district, unless permitted by the Fire Code Official or designee.
- (5) It is unlawful at any time to throw or toss any fireworks at any person, animal, vehicle or other thing or object.
- (6) The fee for a permit for the retail sale of fireworks and for the public display of fireworks shall be charged per the Kennewick Administrative Code (KAC) Title 8 Section 40 (Fire Permit Fee Schedule).
- (7) Signs shall be posted prominently at each firework sales outlet which state:

It is unlawful to sell or give fireworks to anyone under the
age of sixteen (16) unless that person is under the
immediate supervision of an adult (eighteen (18) years or

older). It shall be unlawful for a parent, guardian or other person responsible for a child under the age of sixteen (16) to allow that child to possess, use, discharge or transport any fireworks unless that child is under the immediate supervision of an adult. KMC 15.30.240.

No Smoking, Discharge of Fireworks, Motor Vehicles, or Ignition Sources within 25 feet.

- (8) Smoking, the discharge of fireworks, motor vehicles, and ignition sources are prohibited within 25 feet of any building or stand in which fireworks are stored or sold at retail.
- (9) The following fireworks are allowed to be legally used within the city of Kennewick provided they are used in a manner that is consistent with the regulations that are in place:
- Cylindrical fountains
 - Cone fountains
 - Parachutes
 - Wheels
 - Wire sparkler/dipped sticks
 - Illuminated torch
 - Ground and hand-held sparkling devices
 - Novelties

Notwithstanding RCW 70.77.575 and 70.77.580, every retailer in the city of Kennewick is required to post prominently at each retail outlet a list of the fireworks that may be sold to the public under this section. The retailer shall provide a list of fireworks that will be sold to the Fire Code Official by May 31st of each year for review and approval.

- (10) It shall be unlawful for any person to possess, sell or use in the city of Kennewick any of the following:
- (a) *Helicopter or Aerial Spinner.* Tube not more than one-half inch (12.5 mm) inside diameter and containing up to 20 grams of pyrotechnic composition. A propeller or blade is attached, which, upon ignition, lifts the rapidly spinning device into the air. A visible or audible effect is produced at the height of flight.
- (b) *Mine or Shell.* Heavy cardboard or paper tube up to two and one-half inches (63.5 mm) inside diameter attached to a wood or plastic base and containing up to 40 grams of pyrotechnic composition. Upon ignition, stars, firecrackers, or other devices are propelled into the air. The tube remains on the ground.

- (c) *Chaser*. Small paper or cardboard tube that travels along the ground upon ignition. A whistling effect, or other noise, is often produced. The explosive composition used to create the noise may not exceed 50 mg.
 - (d) *Ground Spinner*. Small device similar to a wheel in design and effect and placed on the ground and ignited. A shower of sparks and color is produced by the rapidly spinning device.
 - (e) *Roman Candle*. Heavy paper or cardboard tube not exceeding three-eighths inch (9.5 mm) inside diameter and containing up to 20 grams of pyrotechnic composition. Upon ignition, up to 10 stars (pellets of pressed pyrotechnic composition that burn with bright color) are individually expelled at several-second intervals.
 - (f) *Toy Smoke Device*. Tube or sphere containing pyrotechnic composition that, upon ignition, produces white or colored smoke as the primary effect.
 - (g) *Jumping Jacks*. A small tube containing pyrotechnic composition so that, upon ignition, the tube will bounce around and produce a flash.
 - (h) *Combination Items*. Fireworks devices containing combinations of two or more of the effects described in WAC 212-17-198.
 - (i) “*Special fireworks*” as defined in RCW 70.77.131 and WAC 212-17-345. Except with public display permits.
 - (j) “*Agricultural and wildlife fireworks*” as defined in RCW 70.77.141 and WAC 212-17-045. Except with proper permit.
 - (k) “*Special effects*” as defined in RCW 70.77.146. Except with proper permit.
 - (l) Any fireworks devices which do not satisfy all the chemical content and construction requirements of WAC 212-17-050.
 - (m) Any fireworks larger, in terms of size or amount of pyrotechnic composition, than specified in this section.
- (11) Any and all fireworks deemed to be in violation of this section shall be seized and properly destroyed by the police.

(Ord. 5984 Sec. 1, 2022; Ord. 5495 Sec. 4, 2013; Ord. 5310 Sec. 6, 2010; Ord. 5205 Sec. 11, 2007; Ord. 5046 Sec. 1(part), 2004)

Section 2. Section 15.30.290 of the Kennewick Municipal Code, be, and the same hereby is amended to read as follows:

15.30.290: Section 109.4 Amended—Violations—Penalties.

- (1) Except for violations of KMC 15.30.240, any person who has violated any provision of this chapter shall have committed a Class 1 civil infraction subject to

a maximum fine of \$250.00. Provided, that if the same violator has been found to have committed an infraction violation for the same or similar conduct two separate times, and involving the same or similar sections of the Kennewick Municipal Code, the third or subsequent violation shall constitute a misdemeanor, punishable as provided in KMC 1.12.010.

- (2) For any violation of a continuing nature, each day's violation shall be considered a separate offense and shall subject the offender to the above penalties for each offense.
- (3) Violations of KMC 15.30.240 shall be considered a non-traffic infraction subject to a penalty of \$250.00 as determined by the Benton County district court.

(Ord. 5984 Sec. 2 2022; Ord. 5676 Sec. 1, 2016; Ord. 5495 Sec. 9, 2013; Ord. 5046 Sec. 1(part), 2004)

Section 3. This ordinance shall be in full force and effect one year (365 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 21st day of June, 2022, and signed in authentication of its passage this 21st day of June, 2022.

Attest:

W.D. MCKAY, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5984 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington this 22nd day of June, 2022.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L.WRIGHT, City Clerk

DATE OF PUBLICATION_____

CITY OF KENNEWICK
ORDINANCE NO. 5984

AN ORDINANCE RELATING TO THE MANUFACTURE, SALE AND
DISCHARGE OF FIREWORKS AND AMENDING SECTIONS 15.30.240
AND 15.30.290 OF THE KENNEWICK MUNICIPAL CODE

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

Section 1. ~~Section 15.30.240 of the Kennewick Municipal Code, be, and the same hereby is~~
amended to read as follows:

**15.30.240: ~~Subsection 5601.1.3 Amended~~ Fireworks. Manufacture, sale and discharge of
Fireworks.**

~~Except as herein provided, it shall be unlawful for any person to store, offer for sale, expose
for sale, or use, possess, fire, or discharge any fireworks. The Fire Code Official shall have the
authority to adopt reasonable rules and regulations for the granting of permits for supervised
public display of fireworks by the municipality, fair association, amusement parks, and other
organizations. Every such display shall be handled by a competent operator approved by the Fire
Code Official. Every operator shall have first obtained a Washington State Pyrotechnic license
pursuant to RCW 70.77 and WAC Chapter 212-17. The display shall be of such a character, and
so located, discharged or fired as in the opinion of the Fire Code Official after proper inspection,
shall not be hazardous to property or endanger any person.~~

- ~~(1) The sale and discharging of fireworks within the city of Kennewick shall be in
accordance with the Washington State Fireworks Law, Chapter 70.77 RCW, and
Chapter 212-17 WAC, unless otherwise provided in this section.~~
- ~~(2) Application for permits for public display and/or retail sales of fireworks shall be
accompanied by a letter from the person legally responsible for the property on
which such display and/or sale is to take place. Such letter shall grant permission
to the applicant for the use of said property.~~
- ~~(3) It shall be unlawful for any person or corporation to sell or give fireworks to
anyone under the age of 16 unless that person is under the immediate supervision
of an adult (18 years old or older). It shall be unlawful for a parent, guardian or
other person responsible for a child under the age of 16 to allow that child to
possess, use, discharge or transport any fireworks unless that child is under the
immediate supervision of an adult. It shall be unlawful for any person under the
age of 16 to possess, use, discharge, or transport any fireworks unless under the
immediate supervision of an adult (18 years old or older).~~

(4) It is unlawful to use fire or discharge any fireworks along the route of and during any parade or at any place of public assembly or in any commercial use district, unless permitted by the Fire Code Official or designee.

(5) It is unlawful at any time to throw or toss any fireworks at any person, animal, vehicle or other thing or object.

(6) The fee for a permit for the retail sale of fireworks and for the public display of fireworks shall be charged per the Kennewick Administrative Code (KAC) Title 8 Section 40 (Fire Permit Fee Schedule).

(7) Signs shall be posted prominently at each firework sales outlet which state:

It is unlawful to sell or give fireworks to anyone under the age of sixteen (16) unless that person is under the immediate supervision of an adult (eighteen (18) years or older). It shall be unlawful for a parent, guardian or other person responsible for a child under the age of sixteen (16) to allow that child to possess, use, discharge or transport any fireworks unless that child is under the immediate supervision of an adult. KMC 15.30.240.

No Smoking, Discharge of Fireworks, Motor Vehicles, or Ignition Sources within 25 feet.

(8) Smoking, the discharge of fireworks, motor vehicles, and ignition sources are prohibited within 25 feet of any building or stand in which fireworks are stored or sold at retail.

(9) The following fireworks are allowed to be legally used within the City of Kennewick provided they are used in a manner that is consistent with the regulations that are in place:

- Cylindrical fountains
- Cone fountains
- Parachutes
- Wheels
- Wire sparkler/dipped sticks
- Illuminated torch
- Ground and hand-held sparkling devices
- Novelties

Notwithstanding RCW 70.77.575 and 70.77.580, every retailer in the city of Kennewick is required to post prominently at each retail outlet a list of the fireworks that may be sold to the public under this section. The retailer shall

provide a list of fireworks that will be sold to the Fire Code Official by May 31st of each year for review and approval.

(10) It shall be unlawful for any person to possess, sell or use in the city of Kennewick any of the following:

- (a) Helicopter or Aerial Spinner. Tube not more than one-half inch (12.5 mm) inside diameter and containing up to 20 grams of pyrotechnic composition. A propeller or blade is attached, which, upon ignition, lifts the rapidly spinning device into the air. A visible or audible effect is produced at the height of flight.
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(k) “Special effects” as defined in RCW 70.77.146. Except with proper permit.

(l) Any fireworks devices which do not satisfy all the chemical content and construction requirements of WAC 212-17-050.

(m) Any fireworks larger, in terms of size or amount of pyrotechnic composition, than specified in this section.

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W.D. MCKAY, Mayor

Attest:

TERRI L. WRIGHT, City Clerk

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in the office of the City Clerk of the City of
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June, 2022.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION _____



City Council Meeting Schedule June 2022

The City broadcasts City Council meetings on the City's website

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

June 7, 2022

Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

June 14 2022

Tuesday, 6:00 p.m.

CLOSED SESSION RCW 42.30.140(4)(b) Collective Bargaining

Tuesday, 6:30 p.m.

WORKSHOP MEETING

1. Hanford Communities Update
2. Port of Kennewick Economic Development Partnership
3. City Attorney's Office Update: Biennium Goals & Priorities

June 21, 2022

Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

June 28, 2022

Tuesday, 6:00 p.m.

EXECUTIVE SESSION RCW 42.30.110(c) Potential Sale of Real Estate (10 minutes)

Tuesday, 6:30 p.m.

WORKSHOP MEETING

1. Columbia Park Regional Summer Events
2. Public Works Department Update: Biennium Goals & Priorities
3. Motorized Personal Transport

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

June 2022
Updated 6/17/22



City Council Meeting Schedule July 2022

The City broadcasts City Council meetings on the City's website
<https://www.go2kennewick.com/CouncilMeetingBroadcasts>.

July 5, 2022
Tuesday, 6:30 p.m. REGULAR COUNCIL MEETING

July 12 2022
Tuesday, 6:30 p.m. WORKSHOP MEETING

1. Ethics Sub-Committee Policy Recommendations
2. Finance Department Update: Biennium Goals & Priorities
3. Prayers at Public Meetings

July 19, 2022
Tuesday, 6:30 p.m. REGULAR COUNCIL MEETING

July 26, 2022
Tuesday, 6:30 p.m. WORKSHOP MEETING

1. Council Code Amendments: Term Limits & Boards & Committees
2. Redistricting
3. Parks & Recreation Department Update: Biennium Goals & Priorities
4. Planning Department Update: Biennium Goals & Priorities

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