



## CITY COUNCIL REGULAR MEETING AGENDA August 16, 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 or if applicable to provide public testimony for a Public Hearing, please register at [https://us02web.zoom.us/webinar/register/WN\\_bQbdQhJIT4msQ-3WYwpABw](https://us02web.zoom.us/webinar/register/WN_bQbdQhJIT4msQ-3WYwpABw). 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](mailto: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.

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### 1. CALL TO ORDER

Pledge of Allegiance/Welcome

### HONORS & RECOGNITIONS

- Waste Water Treatment Plant Outstanding Performance Award

### 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 July 19, 2022.
- b. (1) Motion to approve the Claims Roster for the Columbia Park Golf Course Account for June 2022.  
(2) Motion approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for May 2022.
- c. (1) Motion to approve Payroll Roster for July 15, 2022.  
(2) Motion to approve Payroll Roster for July 31, 2022
- d. Motion to authorize the City Manager to sign the Supplemental Agreement No. 4 with HDR Engineering, Inc, for the engineering design for the 18th & Kellogg Reservoir Replacement.
- e. Motion to accept the work of Combined Construction Inc for Contract P1908-21, 19th & Olympia/47th & Olympia Reservoir Repairs in the amount of \$393,186.30.
- f. Motion to authorize the Mayor to sign the Interlocal Agreement with Benton County and City of Richland for the 2022 Edward Byrne Justice Assistance Grant (JAG) Program Award.
- g. Motion to authorize the Mayor to sign the Local Agency Supplement #1 to obligate Right-of-Way funding for the P2011 Quinault Ave and Columbia Center Blvd Intersection Project.
- h. Motion for City Council to authorize the City Manager to sign the Interlocal Agreement with Benton PUD for the Steptoe and Gage Intersection Improvement Project.
- i. Motion to authorize the Mayor (or in his absence Mayor Pro Tem) to sign the Final Plat of Sherman Heights Phase 1, contingent upon payment of fees and bonding for incomplete sidewalk and landscape work.

*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*

- j. Motion to authorize the City Manager to sign the Northwest HIDTA contractor agreement for Intelligence Analyst services.
- k. Motion to authorize the Mayor to sign the Addendum #4 amending the Purchase and Sale Agreement between the City of Kennewick and A1 Pearl Development Group, LLC.
- l. Motion to accept the recommendation of the Tri-Cities Hotel & Lodging Association to reappoint Mark Blotz to serve a 2-year term as Kennewick's representative on the Tri-City Regional Hotel Motel Commission.

**5. ORDINANCES/RESOLUTIONS**

**6. PUBLIC HEARINGS/MEETINGS**

- a. Ordinance 5986: Vacation of public right-of-way at 6750 and 6830 W. 36<sup>th</sup> Pl.
- b. CDBG 2019, 2020 and 2021 Annual Action Plan Amendments.

**7. NEW BUSINESS**

- a. Motion to reject all bids received for the Steptoe/Gage Intersection Improvements Project.

**8. UNFINISHED BUSINESS**

- a. Legislative Prayer.

**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  
July 19, 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     | Chris Guerrero  |
| John Trumbo                  | Anthony Muai     | Chad Michael    |
| Chuck Torelli                | Christina Palmer | Evelyn Lusignan |
| Jim Millbauer                | Lisa Beaton      |                 |
| Brad Beauchamp               | Cary Roe         |                 |
| Loren Anderson               | Terri Wright     |                 |
| Mayor Bill McKay             | Nick Farline     |                 |

Mr. Trumbo led the Pledge of Allegiance.

2. VISITORS

The following spoke in support of legislative prayer:

Ken Reithmayr, Kennewick  
Ira Johnson, Kennewick

The following spoke in opposition of legislative prayer:

Kathryn Armstrong, Kennewick  
Kendell Millbauer, Kennewick  
Eileen Tanner, Kennewick

The following spoke in support of silent prayer:

Gerardo Madrigal, Kennewick

3. APPROVAL OF AGENDA

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

4. APPROVAL OF CONSENT AGENDA

- a. Minutes of Regular Meeting of July 5, 2022.
- b. (1) Motion to approve the Claims Roster for June 2022.  
(2) Motion to approve the Toyota Center/Arena Accounts Claims Roster for April 2022.
- c. Motion to approve Payroll Roster for June 30, 2022.
- d. Motion to cancel the regular meeting of August 2, 2022 to allow Council participation in the National Night Out/City Night event.
- e. Resolution 22-16: Setting a public hearing on August 16, 2022 for a right-of-way vacation at 6750 and 6830 W. 36<sup>th</sup> Pl.
- f. Motion to authorize the Mayor (or in his absence Mayor Pro Tem) to sign the final plat of Valley View, contingent upon payment of fees and bonding for incomplete sidewalk work.
- g. Motion to authorize the Mayor (or in his absence Mayor Pro Tem) to sign the Final Plat of Southcliffe Phase 7, contingent upon payment of fees and bonding for incomplete sidewalk and landscape work.

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

5. ORDINANCE/RESOLUTIONS - None

6. PUBLIC HEARINGS/MEETINGS

- a. Resolution 22-15: Preliminary Latecomers Agreement on N. Jefferson St. Cary Roe, Public Works Director reported.

Public hearing was opened at 6:52 p.m.

Justine Koehle, Attorney representing Marilyn and Gary O'Brien - Stated the O'Briens have no objections to agreement and requested an allocation in the agreement for the 10% contingency as to the actual use in determining distribution of cost to the appropriate benefiting property.

Stoya Grieb, Kennewick, applicant – Stated they forgot to add the engineering design cost to the agreement and it should be shared equally.

Public Works Director, Cary Roe stated this is a preliminary agreement and it was his understanding they were included, but he will follow back up with Ms. Grieb.

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

RESOLUTION NO. 22-15

A RESOLUTION APPROVING A LATECOMER REIMBURSEMENT AGREEMENT FOR ARROWHEAD AND JEFFERSON STREET SEWER LINE EXTENSION

Mr. Torelli moved, seconded by Mr. Anderson to adopt Resolution No. 22-15. The motion passed unanimously.

7. NEW BUSINESS

- a. Legislative Prayer. Lisa Beaton, City Attorney reported.

Mayor Pro Tem Crawford moved, seconded by Mr. Torelli to postpone the vote until the August 16, 2022 meeting. The motion passed 6 to 1. Mr. Trumbo opposed.

8. UNFINISHED BUSINESS - None

9. VISITORS

Gerardo Madrigal, Kennewick – Commented on cancerous causing weed killers restrictions, weed hazards and legalizing sale of cannabis.

10. COUNCIL COMMENTS/DISCUSSION

Council members reported on their respective activities.

11. ADJOURNMENT

Meeting was adjourned at 7:38 p.m.

Terri L. Wright, MMC  
City Clerk

# Council Agenda Coversheet



|                    |                                   |              |            |
|--------------------|-----------------------------------|--------------|------------|
| Agenda Item Number | 4.b.(1)                           | Council Date | 08/16/2022 |
| Agenda Item Type   | General Business Item             |              |            |
| Subject            | Columbia Park Golf Course Account |              |            |
| Ordinance/Reso #   |                                   | Contract #   |            |
| Project #          |                                   | Permit #     |            |
| Department         | Finance                           |              |            |

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

### Recommendation

That Council approve the Claims Roster for the Columbia Park Golf Course Account for June 2022.

### Motion for Consideration

I move to approve the Claims Roster for the Columbia Park Golf Course Account for June 2022 in the amount of \$47,533.24, comprised of check numbers 301, 2688-2696 in the amount of \$9,926.65 and electronic transfers in the amount of \$37,606.59.

### Summary

The first page of the roster is a summary of check and electronic transfer activity, with the following pages presenting more detailed information.

### Alternatives

None.

### Fiscal Impact

Total \$47,533.24.

|                    |  |
|--------------------|--|
| Through            | Denise Winters<br>Jul 26, 16:07:31 GMT-0700 2022 |
| Dept Head Approval | Dan Legard<br>Aug 01, 14:32:53 GMT-0700 2022     |
| City Mgr Approval  | Marie Mosley<br>Aug 11, 16:31:24 GMT-0700 2022   |

Attachments:

Recording Required?

**COLUMBIA PARK GOLF COURSE FUND**  
**CHECK REGISTER**  
**June 2022**

| Check Number      | Vendor Check Name                   | Check Date | Amount             | Type  |
|-------------------|-------------------------------------|------------|--------------------|-------|
| 2688              | KENNEWICK GOLF CORPORATION          | 6/1/2022   | \$4,957.67         | Check |
| 2689              | MELISSA HIBBARD                     | 6/1/2022   | \$180.00           | Check |
| 2690              | NATIONAL GOLF FOUNDATION            | 6/1/2022   | \$172.95           | Check |
| 2691              | COURSECO, INC                       | 6/6/2022   | \$3,559.62         | Check |
| 2692              | TOTAL E INTEGRATED INC.             | 6/6/2022   | \$137.95           | Check |
| 2693              | VOID                                | 6/17/2022  | \$0.00             | Check |
| 2694              | NATIONAL GOLF FOUNDATION            | 6/17/2022  | \$146.22           | Check |
| 2695              | COLUMBIA POINT GOLF COURSE          | 6/20/2022  | \$384.60           | Check |
| 2696              | YELP                                | 6/20/2022  | \$40.00            | Check |
| 301               | CURTIS DEWOODY                      | 6/20/2022  | \$347.64           | Check |
| 1903582           | ADP TOTAL SOURCE (AUTOPAY)          | 6/10/2022  | \$4,763.95         | EFT   |
| NW 060122 PAYMENT | NATIONWIDE                          | 6/1/2022   | \$653.48           | EFT   |
| NW 2021 AUDIT     | NATIONWIDE                          | 6/1/2022   | \$500.00           | EFT   |
| WA DOR 0027154698 | DEPARTMENT OF REVENUE               | 6/27/2022  | \$4,817.07         | EFT   |
| 438151            | CITY OF KENNEWICK ELECTRICAL        | 6/8/2022   | \$220.34           | EFT   |
| 438169            | PEPSI COLA BOTTLING CO.             | 6/8/2022   | \$391.75           | EFT   |
| 438217            | SPARKLING CLEAN WINDOWS, LLC        | 6/8/2022   | \$555.80           | EFT   |
| 438844            | SIMPLOT PARTNERS                    | 6/15/2022  | \$103.18           | EFT   |
| 438861            | PEPSI COLA BOTTLING CO.             | 6/15/2022  | \$17.00            | EFT   |
| 439793            | CENTRAL HOSE & FITTINGS, INC        | 6/23/2022  | \$135.27           | EFT   |
| 441292            | SIMPLOT PARTNERS                    | 6/30/2022  | \$942.65           | EFT   |
| 441297            | PEPSI COLA BOTTLING CO.             | 6/30/2022  | \$190.72           | EFT   |
| Paid by ACH       | CINTAS CORPORATION #608             | 6/9/2022   | \$98.14            | EFT   |
| Paid by ACH       | GT GOLF SUPPLIES - GLOBAL TOUR GOLF | 6/9/2022   | \$45.54            | EFT   |
| Paid by ACH       | CINTAS CORPORATION #608             | 6/16/2022  | \$16.29            | EFT   |
| Paid by ACH       | CLEVELAND GOLF / SRIXON             | 6/16/2022  | \$5,173.18         | EFT   |
| Paid by ACH       | COLEMAN OIL COMPANY                 | 6/16/2022  | \$775.62           | EFT   |
| Paid by ACH       | BRIDGESTONE GOLF, INC               | 6/30/2022  | \$378.60           | EFT   |
| Paid by ACH       | CINTAS CORPORATION #608             | 6/30/2022  | \$98.14            | EFT   |
| Paid by ACH       | ADP TOTAL SOURCE (AUTOPAY)          | 6/3/2022   | \$8,298.79         | EFT   |
| Paid by ACH       | ADP TOTAL SOURCE (AUTOPAY)          | 6/17/2022  | \$7,553.03         | EFT   |
| Paid by ACH       | ELAN (MONTHLY CREDIT CARD CHGS)     | 6/30/2022  | \$677.78           | EFT   |
| Bank Deduction    | MERCHANT SERVICES                   | 6/1/2022   | \$1,142.13         | EFT   |
| Bank Deduction    | US Bank                             | 6/14/2022  | \$58.14            | EFT   |
|                   |                                     |            | <u>\$47,533.24</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 301, 2688-2696 | \$ 9,926.65         |
| Electronic transfers         | 37,606.59           |
| <b>Total</b>                 | <u>\$ 47,533.24</u> |

Exceptions:

| Check             | Vendor                       | Date             | Amount                     | Debit      | Credit     |
|-------------------|------------------------------|------------------|----------------------------|------------|------------|
| 2688              | KENNEWICK GOLF CORPORATION   | 44713            |                            | 4,957.67   |            |
|                   | PAY                          | 20005-000-244-00 | ACCOUNTS PAYABLE - GP      |            | \$4,957.67 |
|                   | PURCH                        | 59600-080-244-00 | ACCOUNTING FEES            | \$1,240.00 |            |
|                   | PURCH                        | 59610-080-244-00 | MANAGEMENT FEE             | \$3,717.67 |            |
| 2689              | MELISSA HIBBARD              | 44713            |                            | 180.00     |            |
|                   | PAY                          | 20005-000-244-00 | ACCOUNTS PAYABLE - GP      |            | \$180.00   |
|                   | PURCH                        | 52100-080-244-00 | TELECOMMUNICATIONS         | \$180.00   |            |
| 2690              | NATIONAL GOLF FOUNDATION     | 44713            |                            | 172.95     |            |
|                   | PAY                          | 20005-000-244-00 | ACCOUNTS PAYABLE - GP      |            | \$172.95   |
|                   | PURCH                        | 51400-080-244-00 | PROFESSIONAL DUES & FEES   | \$172.95   |            |
| 2691              | COURSECO, INC                | 44718            |                            | 3,559.62   |            |
|                   | PAY                          | 20005-000-244-00 | ACCOUNTS PAYABLE - GP      |            | \$3,559.62 |
|                   | PURCH                        | 51500-060-244-00 | TRAVEL LODGING & ENT       | \$1,779.81 |            |
|                   | PURCH                        | 51500-080-244-00 | TRAVEL LODGING & ENT       | \$1,779.81 |            |
| 2692              | TOTAL E INTEGRATED INC.      | 44718            |                            | 137.95     |            |
|                   | PAY                          | 20005-000-244-00 | ACCOUNTS PAYABLE - GP      |            | \$137.95   |
|                   | PURCH                        | 51900-050-244-00 | CONTRACT SERVICES          | \$137.95   |            |
| 2694              | NATIONAL GOLF FOUNDATION     | 44729            |                            | 146.22     |            |
|                   | PAY                          | 20005-000-244-00 | ACCOUNTS PAYABLE - GP      |            | \$146.22   |
|                   | PURCH                        | 51400-080-244-00 | PROFESSIONAL DUES & FEES   | \$146.22   |            |
| 2695              | COLUMBIA POINT GOLF COURSE   | 44732            |                            | 384.60     |            |
|                   | PAY                          | 20005-000-244-00 | ACCOUNTS PAYABLE - GP      |            | \$384.60   |
|                   | PURCH                        | 50100-060-244-00 | SALARIES                   | \$192.30   |            |
|                   | PURCH                        | 50100-080-244-00 | SALARIES                   | \$192.30   |            |
| 2696              | YELP                         | 44732            |                            | 40.00      |            |
|                   | PAY                          | 20005-000-244-00 | ACCOUNTS PAYABLE - GP      |            | \$40.00    |
|                   | PURCH                        | 53100-080-244-00 | ADVERTISING & MARKETING    | \$40.00    |            |
| 301               | CURTIS DEWOODY               | 6/20/2022        |                            | 347.64     |            |
|                   | PAY                          | 20005-000-244-00 | ACCOUNTS PAYABLE - GP      |            | \$347.64   |
|                   | PURCH                        | 50000-000-244-00 | TEMPORARY ACCT             | \$347.64   |            |
| 1903582           | ADP TOTAL SOURCE (AUTOPAY)   | 6/10/2022        |                            | 4,763.95   |            |
|                   | PAY                          | 20005-000-244-00 | ACCOUNTS PAYABLE - GP      |            | \$4,763.95 |
|                   | PURCH                        | 50800-050-244-00 | HEALTH BENEFITS            | \$2,820.00 |            |
|                   | PURCH                        | 50800-060-244-00 | HEALTH BENEFITS            | \$1,943.95 |            |
| NW 060122 PAYMENT | NATIONWIDE                   | 44713            |                            | 653.48     |            |
|                   | PAY                          | 20006-000-244-00 | ACCOUNTS PAYABLE - GP      |            | \$653.48   |
|                   | PURCH                        | 18400-000-244-00 | PREPAID INSURANCE          | \$653.48   |            |
| NW 2021 AUDIT     | NATIONWIDE                   | 44713            |                            | 500.00     |            |
|                   | PAY                          | 20006-000-244-00 | ACCOUNTS PAYABLE - GP      |            | \$500.00   |
|                   | PURCH                        | 18400-000-244-00 | PREPAID INSURANCE          | \$500.00   |            |
| WA DOR 0027154698 | DEPARTMENT OF REVENUE        | 44739            |                            | 4,817.07   |            |
|                   | PAY                          | 20005-000-244-00 | ACCOUNTS PAYABLE - GP      |            | \$4,817.07 |
|                   | PURCH                        | 20300-000-244-00 | SALES TAX PAYABLE          | \$3,384.29 |            |
|                   | PURCH                        | 91101-000-244-00 | OTHER STATE TAXES          | \$1,432.78 |            |
| 438151            | CITY OF KENNEWICK ELECTRICAL | 44720            |                            | 220.34     |            |
|                   | PAY                          | 20006-000-244-00 | ACCOUNTS PAYABLE - GP      |            | \$220.34   |
|                   | PURCH                        | 52200-060-244-00 | UTILITIES - GAS & ELECTRIC | \$66.32    |            |
|                   | PURCH                        | 52210-060-244-00 | IRRIGATION ELECTRICITY     | \$154.02   |            |
| 438169            | PEPSI COLA BOTTLING CO.      | 6/8/2022         |                            | 391.75     |            |
|                   | PAY                          | 20006-000-244-00 | ACCOUNTS PAYABLE - GP      |            | \$391.75   |
|                   | PURCH                        | 49150-070-244-00 | COGS - PACKAGED FOOD       | \$113.90   |            |
|                   | PURCH                        | 49200-070-244-00 | COGS - SOFT BEVERAGE       | \$269.35   |            |
|                   | PURCH                        | 51900-060-244-00 | CONTRACT SERVICES          | \$8.50     |            |
| 438217            | SPARKLING CLEAN WINDOWS, LLC | 44720            |                            | 555.80     |            |
|                   | PAY                          | 20006-000-244-00 | ACCOUNTS PAYABLE - GP      |            | \$555.80   |
|                   | PURCH                        | 51900-080-244-00 | CONTRACT SERVICES          | \$555.80   |            |
| 438844            | SIMPLOT PARTNERS             | 44727            |                            | 103.18     |            |
|                   | PAY                          | 20006-000-244-00 | ACCOUNTS PAYABLE - GP      |            | \$103.18   |
|                   | PURCH                        | 57100-060-244-00 | CHEMICALS - HERBICIDES     | \$103.18   |            |
| 438861            | PEPSI COLA BOTTLING CO.      | 6/15/2022        |                            | 17.00      |            |
|                   | PAY                          | 20006-000-244-00 | ACCOUNTS PAYABLE - GP      |            | \$17.00    |
|                   | PURCH                        | 51900-060-244-00 | CONTRACT SERVICES          | \$17.00    |            |
| 439793            | CENTRAL HOSE & FITTINGS, INC | 44735            |                            | 135.27     |            |
|                   | PAY                          | 20006-000-244-00 | ACCOUNTS PAYABLE - GP      |            | \$135.27   |
|                   | PURCH                        | 58100-060-244-00 | EQUIPMENT PARTS            | \$135.27   |            |

| Check          | Vendor                              | Date             | Amount                            | Debit      | Credit     |
|----------------|-------------------------------------|------------------|-----------------------------------|------------|------------|
| 441292         | SIMPLOT PARTNERS                    | 6/30/2022        |                                   | 942.65     |            |
|                | PAY                                 | 20006-000-244-00 | ACCOUNTS PAYABLE - GP             |            | \$942.65   |
|                | PURCH                               | 57000-060-244-00 | CHEMICALS - FERTILIZER            | \$942.65   |            |
| 441297         | PEPSI COLA BOTTLING CO.             | 6/30/2022        |                                   | 190.72     |            |
|                | PAY                                 | 20006-000-244-00 | ACCOUNTS PAYABLE - GP             |            | \$190.72   |
|                | PURCH                               | 49150-070-244-00 | COGS - PACKAGED FOOD              | \$76.12    |            |
|                | PURCH                               | 49200-070-244-00 | COGS - SOFT BEVERAGE              | \$106.10   |            |
|                | PURCH                               | 51900-060-244-00 | CONTRACT SERVICES                 | \$8.50     |            |
| Paid by ACH    | CINTAS CORPORATION #608             | 44721            |                                   | 98.14      |            |
|                | PAY                                 | 20006-000-244-00 | ACCOUNTS PAYABLE - GP             |            | \$98.14    |
|                | PURCH                               | 51900-060-244-00 | CONTRACT SERVICES                 | \$36.88    |            |
|                | PURCH                               | 51900-080-244-00 | CONTRACT SERVICES                 | \$61.26    |            |
| Paid by ACH    | GT GOLF SUPPLIES - GLOBAL TOUR GOLF | 44721            |                                   | 45.54      |            |
|                | PAY                                 | 20006-000-244-00 | ACCOUNTS PAYABLE - GP             |            | \$45.54    |
|                | PURCH                               | 47150-050-244-00 | COGS MERCHANDISE                  | \$45.54    |            |
| Paid by ACH    | CINTAS CORPORATION #608             | 44728            |                                   | 16.29      |            |
|                | PAY                                 | 20006-000-244-00 | ACCOUNTS PAYABLE - GP             |            | \$16.29    |
|                | PURCH                               | 51900-060-244-00 | CONTRACT SERVICES                 | \$16.29    |            |
| Paid by ACH    | CLEVELAND GOLF / SRIXON             | 44728            |                                   | 5,173.18   |            |
|                | PAY                                 | 20006-000-244-00 | ACCOUNTS PAYABLE - GP             |            | \$5,173.18 |
|                | PURCH                               | 47150-050-244-00 | COGS MERCHANDISE                  | \$99.18    |            |
|                | PURCH                               | 55400-050-244-00 | RANGE BALLS                       | \$5,074.00 |            |
| Paid by ACH    | COLEMAN OIL COMPANY                 | 44728            |                                   | 775.62     |            |
|                | PAY                                 | 20006-000-244-00 | ACCOUNTS PAYABLE - GP             |            | \$775.62   |
|                | PURCH                               | 58300-060-244-00 | FUEL & OIL MAINTENANCE            | \$667.62   |            |
|                | PURCH                               | 58300-050-244-00 | FUEL & OIL GOLF                   | \$108.00   |            |
| Paid by ACH    | BRIDGESTONE GOLF, INC               | 44742            |                                   | 378.60     |            |
|                | PAY                                 | 20006-000-244-00 | ACCOUNTS PAYABLE - GP             |            | \$378.60   |
|                | PURCH                               | 47150-050-244-00 | COGS MERCHANDISE                  | \$378.60   |            |
| Paid by ACH    | CINTAS CORPORATION #608             | 44742            |                                   | 98.14      |            |
|                | PAY                                 | 20006-000-244-00 | ACCOUNTS PAYABLE - GP             |            | \$98.14    |
|                | PURCH                               | 51900-060-244-00 | CONTRACT SERVICES                 | \$36.88    |            |
|                | PURCH                               | 51900-080-244-00 | CONTRACT SERVICES                 | \$61.26    |            |
| Paid by ACH    | ADP TOTAL SOURCE (AUTOPAY)          | 44715            |                                   | 8,298.79   |            |
|                | PAY                                 | 50000-000-244-00 | TEMPORARY ACCT                    |            | \$8,298.79 |
|                | PURCH                               | 50200-050-244-00 | HOURLY WAGES                      | \$3,954.54 |            |
|                | PURCH                               | 50200-060-244-00 | HOURLY WAGES                      | \$3,837.09 |            |
|                | PURCH                               | 50800-050-244-00 | HEALTH BENEFITS                   |            | \$543.31   |
|                | PURCH                               | 50800-060-244-00 | HEALTH BENEFITS                   |            | \$368.52   |
|                | PURCH                               | 50950-050-244-00 | COMBINED ADMIN, TAXES, W/C        | \$765.38   |            |
|                | PURCH                               | 50950-060-244-00 | COMBINED ADMIN, TAXES, W/C        | \$624.69   |            |
|                | PURCH                               | 50950-080-244-00 | COMBINED ADMIN, TAXES, W/C        | \$28.91    |            |
| Paid by ACH    | ADP TOTAL SOURCE (AUTOPAY)          | 6/17/2022        |                                   | 7,553.03   |            |
|                | PAY                                 | 50000-000-244-00 | TEMPORARY ACCT                    |            | \$7,553.03 |
|                | PURCH                               | 50200-050-244-00 | HOURLY WAGES                      | \$3,808.16 |            |
|                | PURCH                               | 50200-060-244-00 | HOURLY WAGES                      | \$3,363.32 |            |
|                | PURCH                               | 50800-050-244-00 | HEALTH BENEFITS                   |            | \$562.29   |
|                | PURCH                               | 50800-060-244-00 | HEALTH BENEFITS                   |            | \$381.15   |
|                | PURCH                               | 50950-050-244-00 | COMBINED ADMIN, TAXES, W/C        | \$744.40   |            |
|                | PURCH                               | 50950-060-244-00 | COMBINED ADMIN, TAXES, W/C        | \$551.69   |            |
|                | PURCH                               | 50950-080-244-00 | COMBINED ADMIN, TAXES, W/C        | \$28.91    |            |
| Paid by ACH    | ELAN (MONTHLY CREDIT CARD CHGS)     | 44742            |                                   | 677.78     |            |
|                | PURCH                               | 50000-000-244-00 | TEMPORARY ACCT                    |            | \$677.78   |
|                | PURCH                               | 46000-050-244-00 | OTHER REVENUES                    | \$80.74    |            |
|                | PURCH                               | 47150-050-244-00 | COGS MERCHANDISE                  | \$73.14    |            |
|                | PURCH                               | 49200-070-244-00 | COGS - SOFT BEVERAGE              | \$75.23    |            |
|                | PURCH                               | 52500-080-244-00 | OFFICE SUPPLIES                   | \$47.06    |            |
|                | PURCH                               | 52800-080-244-00 | SUBSCRIPTIONS & PUBLICATIONS      | \$9.25     |            |
|                | PURCH                               | 53100-080-244-00 | ADVERTISING & MARKETING           | \$106.28   |            |
|                | PURCH                               | 54600-080-244-00 | MINOR FF&E                        | \$118.37   |            |
|                | PURCH                               | 55800-060-244-00 | OTHER DEPT SUPPLIES               | \$72.71    |            |
|                | PURCH                               | 55850-050-244-00 | COURSE ACCESSORIES GOLF           | \$37.46    |            |
|                | PURCH                               | 57100-060-244-00 | CHEMICALS - HERBICIDES            | \$57.54    |            |
| Bank Deduction | MERCHANT SERVICES                   | 44713            |                                   | 1,142.13   |            |
|                | PAY                                 | 10420-000-244-00 | OPERATING CHECKING ACCT - US Bank |            | \$1,142.13 |
|                | PURCH                               | 54000-080-244-00 | BANK CHARGES                      | \$1,142.13 |            |
| Bank Deduction | US Bank                             | 44726            |                                   | 58.14      |            |
|                | PAY                                 | 10420-000-244-00 | OPERATING CHECKING ACCT - US Bank |            | \$58.14    |
|                | PURCH                               | 54000-080-244-00 | BANK CHARGES                      | \$58.14    |            |

# Council Agenda Coversheet



|                    |                              |              |            |
|--------------------|------------------------------|--------------|------------|
| Agenda Item Number | 4.b.(2)                      | Council Date | 08/16/2022 |
| 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 May 2022.

### Motion for Consideration

I move to approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for May 2022 in the amount of \$444,096.20, comprised of check number 25327-25386 in the amount of \$212,843.47 and electronic transfers in the amount of \$231,252.73.

### Summary

None.

### Alternatives

None.

### Fiscal Impact

Total \$444,096.20.

|                    |  |
|--------------------|--|
| Through            | Denise Winters<br>Jul 18, 08:42:21 GMT-0700 2022 |
| Dept Head Approval | Dan Legard<br>Jul 21, 07:32:16 GMT-0700 2022     |
| City Mgr Approval  | Marie Mosley<br>Aug 11, 16:33:18 GMT-0700 2022   |

Attachments:

Recording Required?

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

| <u>Date</u>       | <u>Check</u> | <u>Method</u>                      | <u>Name</u>   |  |           | <u>Amount</u>    |
|-------------------|--------------|------------------------------------|---|--|-----------|------------------|
| <b>05/06/2022</b> |              | <b>Wire Transfer</b>               | <b>Premier Productions (00002686)</b>                   |  |           | <b>57,070.41</b> |
|                   | 05/06/2022   |                                    | Blippi settle 4/19/22                                   | Blippi settle 4/19/22                      | 57,070.41 |                  |
|                   | 102150       | • A/P Settlements                  |   | Blippi settle 4/19/22                      | 57,070.41 |                  |
| <b>05/12/2022</b> | <b>25327</b> | <b>Auto Check</b>                  | <b>Adrienne Emineth (00003013)</b>                      |  |           | <b>300.00</b>    |
|                   | 05/12/2022   |                                    | 22-0513b  | Runner for Justin Moore                    | 300.00    |                  |
|                   | 104370       | • Reimbursed Outside Event Expense |   | Runner for Justin Moore                    | 300.00    |                  |
| <b>05/12/2022</b> | <b>25328</b> | <b>Auto Check</b>                  | <b>Advanced Protection Services, Inc. (00002751)</b>    |  |           | <b>302.72</b>    |
|                   | 05/12/2022   |                                    | R135077   | TA Com Fire Monitoring MAY                 | 73.79     |                  |
|                   | 107209       | • Security & Fire Alarm System     |   | TA Commercial Fire Monitoring - MAY        | 73.79     |                  |
|                   | 05/12/2022   |                                    | R135078   | Com Ammonia Monitor - MAY                  | 68.36     |                  |
|                   | 107209       | • Security & Fire Alarm System     |   | Commercial Ammonia Monitoring - MAY        | 68.36     |                  |
|                   | 05/12/2022   |                                    | R135079   | Main Com Fire Monitor - MAY                | 73.79     |                  |
|                   | 107209       | • Security & Fire Alarm System     |   | Commercial Fire Monitoring - MAY           | 73.79     |                  |
|                   | 05/12/2022   |                                    | R135080   | Temp ComSecurity Monitor - MAY             | 43.39     |                  |
|                   | 107209       | • Security & Fire Alarm System     |   | Commercial Security Monitoring - MAY       | 43.39     |                  |
|                   | 05/12/2022   |                                    | R135081   | VaultComSecurity Monitor - MAY             | 43.39     |                  |
|                   | 107209       | • Security & Fire Alarm System     |   | Vault Commercial Security Monitoring - MAY | 43.39     |                  |
| <b>05/12/2022</b> | <b>25329</b> | <b>Auto Check</b>                  | <b>Apollo Heating and Air Conditioning (00002933)</b>   |  |           | <b>VOID</b>      |
| <b>05/12/2022</b> | <b>25330</b> | <b>Auto Check</b>                  | <b>Ascentis Corporation (00002983)</b>                  |  |           | <b>1,276.36</b>  |
|                   | 05/12/2022   |                                    | SI-122248   | NOVA5000 Services - APR22                  | 1,276.36  |                  |
|                   | 107070       | • Payroll Processing               |   | NOVA5000 Services - APR22                  | 638.18    |                  |
|                   | 207070       | • Payroll Processing               |   | NOVA5000 Services - APR22                  | 638.18    |                  |
| <b>05/12/2022</b> | <b>25331</b> | <b>Auto Check</b>                  | <b>Brashear Electric, Inc. (00002756)</b>               |  |           | <b>895.95</b>    |
|                   | 05/12/2022   |                                    | 37860   | Stage Set Up for Blippi                    | 895.95    |                  |
|                   | 104327       | • Reimbursed Contract Labor        |   | Stage Set Up for Blippi                    | 895.95    |                  |
| <b>05/12/2022</b> | <b>25332</b> | <b>Auto Check</b>                  | <b>Canon Solutions (00002757)</b>                       |  |           | <b>33.86</b>     |
|                   | 05/12/2022   |                                    | 6000524620  | Copier Maintenance QHM                     | 33.86     |                  |
|                   | 107105       | • Printing / Copying               |   | Copier Maintenance QHM                     | 33.86     |                  |
| <b>05/12/2022</b> | <b>25333</b> | <b>Auto Check</b>                  | <b>Central Washington Refrigeration, LLC (00002949)</b> |  |           | <b>1,991.28</b>  |
|                   | 05/12/2022   |                                    | 45403   | Probe Replacement                          | 686.90    |                  |
|                   | 107212       | • Building Repairs & Maintenance   |   | Probe Replacement                          | 686.90    |                  |
|                   | 05/12/2022   |                                    | 45667   | New Belt                                   | 78.79     |                  |
|                   | 107212       | • Building Repairs & Maintenance   |   | New Belt                                   | 78.79     |                  |
|                   | 05/12/2022   |                                    | 45672   | Brake Clean & Filters                      | 1,225.59  |                  |
|                   | 107212       | • Building Repairs & Maintenance   |   | Brake Clean & Filters                      | 1,225.59  |                  |
| <b>05/12/2022</b> | <b>25334</b> | <b>Auto Check</b>                  | <b>Charlie's Produce (00002739)</b>                     |  |           | <b>39.75</b>     |
|                   | 05/12/2022   |                                    | DM315788  | Food Order 4/15/22                         | 39.75     |                  |
|                   | 101411       | • Inventory - Food                 |   | Food Order 4/15/22                         | 39.75     |                  |
| <b>05/12/2022</b> | <b>25335</b> | <b>Auto Check</b>                  | <b>Chisholm's Saw &amp; Supply, Inc. (00002760)</b>     |  |           | <b>396.36</b>    |
|                   | 05/12/2022   |                                    | 78607   | TA Zamboni Knives Maintenance              | 66.06     |                  |
|                   | 107201       | • Tools & Supplies                 |   | TA Zamboni Knives Maintenance              | 66.06     |                  |
|                   | 05/12/2022   |                                    | 79146   | TA Zamboni Knives Maintenance              | 132.12    |                  |
|                   | 107201       | • Tools & Supplies                 |   | TA Zamboni Knives Maintenance              | 132.12    |                  |
|                   | 05/12/2022   |                                    | 79357   | TA Zamboni Knives Maintenance              | 66.06     |                  |
|                   | 107201       | • Tools & Supplies                 |   | TA Zamboni Knives Maintenance              | 66.06     |                  |
|                   | 05/12/2022   |                                    | 79400   | TA Zamboni Knives Maintenance              | 132.12    |                  |
|                   | 107201       | • Tools & Supplies                 |   | TA Zamboni Knives Maintenance              | 132.12    |                  |
| <b>05/12/2022</b> | <b>25336</b> | <b>Auto Check</b>                  | <b>City of Kennewick - Water (00002858)</b>             |  |           | <b>6,341.41</b>  |
|                   | 05/12/2022   |                                    | 2/24/22-4/25/2022                                       | Water Services 2/24-4/25-22                | 5,855.54  |                  |
|                   | 107219       | • Water                            |   | Water Services 2/24-4/25-22                | 5,855.54  |                  |
|                   | 05/12/2022   |                                    | 2/24/22-4/25/22   | TA Water Services 2/24-4/25-22             | 485.87    |                  |
|                   | 107219       | • Water                            |   | TA Water Services 2/24-4/25-22             | 485.87    |                  |
| <b>05/12/2022</b> | <b>25337</b> | <b>Auto Check</b>                  | <b>Coca-Cola (00000213)</b>                             |  |           | <b>2,528.00</b>  |
|                   | 05/12/2022   |                                    | 112111  | Credit to TC Beer 3.17.22                  | -100.00   |                  |
|                   | 101413       | • Inventory - Beer                 |   | Credit to TC Beer 3.17.22                  | -100.00   |                  |
|                   | 05/12/2022   |                                    | 125296  | Beverage Order 5/11/22                     | 1,620.00  |                  |
|                   | 101411       | • Inventory - Food                 |   | Beverage Order 5/11/22                     | 1,620.00  |                  |
|                   | 05/12/2022   |                                    | 125430  | Beverage Order 5/11/22                     | 1,008.00  |                  |
|                   | 101411       | • Inventory - Food                 |   | Beverage Order 5/11/22                     | 1,008.00  |                  |

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

| <u>Date</u> | <u>Check</u> | <u>Method</u>  | <u>Name</u>                                     | <u>Amount</u> |
|-------------|--------------|--|---|---------------|
| 05/12/2022  | 25338        | Auto Check   | Columbia Basin Pizza Hut Inc. (TOYO) (00002763) | 1,056.18      |
|             | 05/12/2022   | INV-00066966   | Pizza for Concessions                           | 120.52        |
|             | 101411       | • Inventory - Food   | Pizza for Concessions                           | 120.52        |
|             | 05/12/2022   | INV-00066967   | Pizza for Concessions                           | 608.11        |
|             | 101411       | • Inventory - Food   | Pizza for Concessions                           | 608.11        |
|             | 05/12/2022   | INV-00066968   | Pizza for Concessions                           | 143.55        |
|             | 101411       | • Inventory - Food   | Pizza for Concessions                           | 143.55        |
|             | 05/12/2022   | INV-00067569   | Pizza for Concessions                           | 184.00        |
|             | 101411       | • Inventory - Food   | Pizza for Concessions                           | 184.00        |
| 05/12/2022  | 25339        | Auto Check   | Concessions Supply (00002860)                   | 260.48        |
|             | 05/12/2022   | 87674  | Food Order 5/3/22                               | 260.48        |
|             | 101411       | • Inventory - Food   | Food Order 5/3/22                               | 260.48        |
| 05/12/2022  | 25340        | Auto Check   | Cougar Digital Marketing & Design (00002861)    | 149.00        |
|             | 05/12/2022   | 9602   | Website Maintenance - MAY                       | 149.00        |
|             | 107302       | • Venue Marketing & Non-Event Advertising                  | Website Maintenance - MAY                       | 149.00        |
| 05/12/2022  | 25341        | Auto Check   | Culligan Water Conditioning (00002766)          | 478.92        |
|             | 05/12/2022   | 120030   | Bottle Water 4/28/22                            | 33.66         |
|             | 107201       | • Tools & Supplies   | Bottle Water 4/28/22                            | 33.66         |
|             | 05/12/2022   | 120358   | Bottle Water 5/9/22                             | 395.85        |
|             | 207201       | • Tools & Supplies   | Bottle Water 5/9/22                             | 395.85        |
|             | 05/12/2022   | 120361   | Bottle Water Service 5/12/22                    | 49.41         |
|             | 107201       | • Tools & Supplies   | Bottle Water Service 5/12/22                    | 49.41         |
| 05/12/2022  | 25342        | Auto Check   | Enterprise Rent A Car (00002931)                | 134.13        |
|             | 05/12/2022   | 29650561   | Car Rental for Blippi                           | 134.13        |
|             | 107410       | • Event Rental Equipment                                   | Car Rental for Blippi                           | 134.13        |
| 05/12/2022  | 25343        | Auto Check   | Ferrell Gas (00002769)                          | 1,073.14      |
|             | 05/12/2022   | 1119361238   | Propane   | 558.18        |
|             | 107204       | • Other Utilities  | Propane   | 279.09        |
|             | 207204       | • Other Utilities  | Propane   | 279.09        |
|             | 05/12/2022   | 119073869  | Propane   | 514.96        |
|             | 107204       | • Other Utilities  | Propane   | 257.48        |
|             | 207204       | • Other Utilities  | Propane   | 257.48        |
| 05/12/2022  | 25344        | Auto Check   | Jacob's Radio (00002833)                        | 238.00        |
|             | 05/12/2022   | 22050035   | Radio Ads for Justin Moore                      | 238.00        |
|             | 107402       | • Event Advertising  | Radio Ads for Justin Moore                      | 238.00        |
| 05/12/2022  | 25345        | Auto Check   | Jennifer Bond (00002941)                        | 1,000.00      |
|             | 05/12/2022   | LTS May 2022   | LTS May 2022                                    | 1,000.00      |
|             | 107304       | • Contracted Services                                      | LTS May 2022 Administration                     | 1,000.00      |
| 05/12/2022  | 25346        | Auto Check   | Loomis (00002895)                               | 241.04        |
|             | 05/12/2022   | 13015941   | Armored Car Service APR 2022                    | 241.04        |
|             | 107304       | • Contracted Services                                      | Armored Car Service APR 2022                    | 120.52        |
|             | 207304       | • Contracted Services                                      | Armored Car Service APR 2022                    | 120.52        |
| 05/12/2022  | 25347        | Auto Check   | Netspend Corporation (00003008)                 | 10.00         |
|             | 05/12/2022   | 2288308  | Employee Payroll Cards                          | 10.00         |
|             | 107070       | • Payroll Processing                                       | Employee Payroll Cards                          | 5.00          |
|             | 207070       | • Payroll Processing                                       | Employee Payroll Cards                          | 5.00          |
| 05/12/2022  | 25348        | Auto Check   | Pearson, Corey (00000007)                       | 80.90         |
|             | 05/12/2022   | REIMB 5-1-22   | Reimb for Finance Lunch4/27/22                  | 80.90         |
|             | 107112       | • Travel & Entertainment                                   | Reimbursement for Finance Lunch 4/27/22         | 40.45         |
|             | 207112       | • Travel & Entertainment                                   | Reimbursement for Finance Lunch 4/27/22         | 40.45         |
| 05/12/2022  | 25349        | Auto Check   | Performance Systems Integration, LLC (00002981) | 286.50        |
|             | 05/12/2022   | IN-0003275   | Fire Extinguisher Maintenance                   | 286.50        |
|             | 107209       | • Security & Fire Alarm System                             | Fire Extinguisher Maintenance                   | 286.50        |
| 05/12/2022  | 25350        | Auto Check   | Quality Signs (00002911)                        | 5,361.36      |
|             | 05/12/2022   | Rink B Scoreboards Sales Qu TA -Rink B Scoreboards Install |   | 5,361.36      |
|             | 109010       | • Capital Improvements                                     | TA -Rink B Scoreboards Install                  | 5,361.36      |
| 05/12/2022  | 25351        | Auto Check   | Rocky Mountain Rigging (00002781)               | 5,064.40      |
|             | 05/12/2022   | Justin Moore   | Rigging for Justin Moore                        | 5,064.40      |
|             | 104370       | • Reimbursed Outside Event Expense                         | Rigging for Justin Moore                        | 5,064.40      |

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

| <u>Date</u>       | <u>Check</u> | <u>Method</u>                         | <u>Name</u>                                      |          | <u>Amount</u>    |
|-------------------|--------------|---------------------------------------|--|----------|------------------|
| <b>05/12/2022</b> | <b>25352</b> | <b>Auto Check</b>                     | <b>Ryan Overholt (00002955)</b>                  |          | <b>300.00</b>    |
|                   | 05/12/2022   | 22-0513a                              | Runner for Justin Moore                          |          | 300.00           |
|                   | 104370       | • Reimbursed Outside Event Expense    | Runner for Justin Moore                          | 300.00   |                  |
| <b>05/12/2022</b> | <b>25353</b> | <b>Auto Check</b>                     | <b>Springhill Suites of Kennewick (00002726)</b> |          | <b>1,347.12</b>  |
|                   | 05/12/2022   | Folio:73010                           | Room Rental - Carlson/Santana                    |          | 279.04           |
|                   | 104370       | • Reimbursed Outside Event Expense    | Room Rental - Matthew Carlson                    | 279.04   |                  |
|                   | 05/12/2022   | Folio:73291                           | Room Rental - Marino/Beautiful                   |          | 267.02           |
|                   | 104370       | • Reimbursed Outside Event Expense    | Room Rental - Marino                             | 267.02   |                  |
|                   | 05/12/2022   | Folio:73293                           | Room Rental - Riener/Beautiful                   |          | 267.02           |
|                   | 104370       | • Reimbursed Outside Event Expense    | Room Rental - Mike Riener                        | 267.02   |                  |
|                   | 05/12/2022   | Folio:73294                           | Room Rental - Issel/Beautiful                    |          | 267.02           |
|                   | 104370       | • Reimbursed Outside Event Expense    | Room Rental - Connie & Brian Issel               | 267.02   |                  |
|                   | 05/12/2022   | Folio:73295                           | Room Rental - Hansen/Beautiful                   |          | 267.02           |
|                   | 104370       | • Reimbursed Outside Event Expense    | Room Rental - Harold Hansen                      | 267.02   |                  |
| <b>05/12/2022</b> | <b>25354</b> | <b>Auto Check</b>                     | <b>Staples Advantage (00002740)</b>              |          | <b>494.51</b>    |
|                   | 05/12/2022   | 3505456385                            | Office Supply Order 4/16/22                      |          | 299.27           |
|                   | 107102       | • Office Supplies                     | Office Supply Order 4/16/22                      | 149.63   |                  |
|                   | 207102       | • Office Supplies                     | Office Supply Order 4/16/22                      | 149.64   |                  |
|                   | 05/12/2022   | 3505722076                            | Office Supply Order 4/21/21                      |          | 10.63            |
|                   | 107102       | • Office Supplies                     | Office Supply Order 4/21/21                      | 5.31     |                  |
|                   | 207102       | • Office Supplies                     | Office Supply Order 4/21/21                      | 5.32     |                  |
|                   | 05/12/2022   | 3506257624                            | Office Chair                                     |          | 184.61           |
|                   | 107102       | • Office Supplies                     | Office Chair                                     | 184.61   |                  |
| <b>05/12/2022</b> | <b>25355</b> | <b>Auto Check</b>                     | <b>Sunbelt Rentals, Inc. (00002783)</b>          |          | <b>2,037.16</b>  |
|                   | 05/12/2022   | 124987448-0001                        | 60' Manlift for Blippi                           |          | 907.12           |
|                   | 104315       | • Reimbursed Event Rentals            | 60' Manlift for Blippi                           | 907.12   |                  |
|                   | 05/12/2022   | 124989509-0001                        | 80' Manlift for Blippi                           |          | 1,130.04         |
|                   | 104370       | • Reimbursed Outside Event Expense    | 80' Manlift for Blippi                           | 1,130.04 |                  |
| <b>05/12/2022</b> | <b>25356</b> | <b>Auto Check</b>                     | <b>Transient Coffee Company (00002873)</b>       |          | <b>92.31</b>     |
|                   | 05/12/2022   | 49                                    | Coffee Machine Maintenance                       |          | 92.31            |
|                   | 107508       | • F&B Equipment Repairs & Maintenance | Coffee Machine Maintenance                       | 92.31    |                  |
| <b>05/12/2022</b> | <b>25357</b> | <b>Auto Check</b>                     | <b>Uline (00002785)</b>                          |          | <b>2,230.01</b>  |
|                   | 05/12/2022   | 148027846                             | Steel Dock Board                                 |          | 2,230.01         |
|                   | 107201       | • Tools & Supplies                    | Steel Dock Board                                 | 2,230.01 |                  |
| <b>05/12/2022</b> | <b>25358</b> | <b>Auto Check</b>                     | <b>Visit Tri Cities (00002901)</b>               |          | <b>12,500.00</b> |
|                   | 05/12/2022   | 159174                                | Diamond Membership Dues 2022                     |          | 12,500.00        |
|                   | 107602       | • Visitor & Convention Bureau Funding | Diamond Membership Dues 2022 - 1st Half          | 6,250.00 |                  |
|                   | 207602       | • Visitor & Convention Bureau Funding | Diamond Membership Dues 2022 - 1st Half          | 6,250.00 |                  |
| <b>05/12/2022</b> | <b>25359</b> | <b>Auto Check</b>                     | <b>Vistar Corporation (00002787)</b>             |          | <b>1,123.64</b>  |
|                   | 05/12/2022   | 64425629                              | Food Order 5/11/22                               |          | 1,123.64         |
|                   | 101411       | • Inventory - Food                    | Food Order 5/11/22                               | 1,123.64 |                  |
| <b>05/12/2022</b> | <b>25360</b> | <b>Auto Check</b>                     | <b>WCP Solutions (00002788)</b>                  |          | <b>793.72</b>    |
|                   | 05/12/2022   | 125757686                             | PO3793 - Janitorial Supplies                     |          | 69.40            |
|                   | 107203       | • Janitorial Supplies                 | PO3793 - Janitorial Supplies                     | 69.40    |                  |
|                   | 05/12/2022   | 12754730                              | PO#3793 - Janitorial Supplies                    |          | 513.96           |
|                   | 107203       | • Janitorial Supplies                 | PO#3793 - Janitorial Supplies                    | 513.96   |                  |
|                   | 05/12/2022   | 12754731                              | PO#3793 - Janitorial Supplies                    |          | 49.20            |
|                   | 107203       | • Janitorial Supplies                 | PO#3793 - Janitorial Supplies                    | 49.20    |                  |
|                   | 05/12/2022   | 12754732                              | PO#3793 - Janitorial Supplies                    |          | 107.51           |
|                   | 107203       | • Janitorial Supplies                 | PO#3793 - Janitorial Supplies                    | 107.51   |                  |
|                   | 05/12/2022   | 12754733                              | PO#3793 - Janitorial Supplies                    |          | 53.65            |
|                   | 107203       | • Janitorial Supplies                 | PO#3793 - Janitorial Supplies                    | 53.65    |                  |

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

| <u>Date</u>       | <u>Check</u> | <u>Method</u>                            | <u>Name</u>  |             | <u>Amount</u>    |
|-------------------|--------------|--|--|-------------|------------------|
| <b>05/12/2022</b> | <b>25361</b> | <b>Auto Check</b>                        | <b>Tri-City Americans (0000851)</b>                    |             | <b>86,608.13</b> |
| 05/12/2022        | 102000       | AMS V PORTLAND 4/12/22                   | AMS V PORTLAND 4/12/22                                 | 3,966.42    |                  |
|                   |              | • Accounts Payable                       | AMS V PORTLAND 4/12/22                                 |             |                  |
| 05/12/2022        | 102000       | Ams v Seattle 3/18/22                    | Ams v Seattle 3/18/22                                  | 9,010.77    |                  |
|                   |              | • Accounts Payable                       | AMS VS SEATTLE 3/18/22                                 |             |                  |
| 05/12/2022        | 102000       | Ams v Seattle 3/27/22                    | Ams v Seattle 3/27/22                                  | 4,154.10    |                  |
|                   |              | • Accounts Payable                       | AMS VS SEATTLE 3/27/22                                 |             |                  |
| 05/12/2022        | 102000       | Ams v Seattle 3/4/22                     | Ams v Seattle 3/4/22                                   | 7,855.53    |                  |
|                   |              | • Accounts Payable                       | AMS VS SEATTLE 3/4/22                                  |             |                  |
| 05/12/2022        | 102000       | Ams v Vancouver 3/11/22                  | Ams v Vancouver 3/11/22                                | 11,105.77   |                  |
|                   |              | • Accounts Payable                       | AMS VS VANCOUVER 3/11/22                               |             |                  |
| 05/12/2022        | 102000       | AMS VS EVERETT 4/16/22                   | AMS VS EVERETT 4/16/22                                 | 10,273.30   |                  |
|                   |              | • Accounts Payable                       | AMS VS EVERETT 4/16/22                                 |             |                  |
| 05/12/2022        | 102000       | Ams vs Everett 4/2/22                    | Ams vs Everett 4/2/22                                  | 10,566.43   |                  |
|                   |              | • Accounts Payable                       | AMS VS EVERETT 4/2/22                                  |             |                  |
| 05/12/2022        | 102000       | AMS VS SEATTLE 4/15/22                   | AMS VS SEATTLE 4/15/22                                 | 7,144.60    |                  |
|                   |              | • Accounts Payable                       | AMS VS SEATTLE 4/15/22                                 |             |                  |
| 05/12/2022        | 102000       | Ams vs Spokane 3/26/22                   | Ams vs Spokane 3/26/22                                 | 22,531.21   |                  |
|                   |              | • Accounts Payable                       | AMS VS SPOKANE 3/26/22                                 |             |                  |
| <b>05/16/2022</b> |              | <b>Wire Transfer</b>                     | <b>Yee Yee Apparel inc (00003019)</b>                  |             | <b>12,777.15</b> |
| 05/16/2022        | 102140       | Granger Smith merch balance              | Granger Smith merch balance                            | 12,777.15   |                  |
|                   |              | • Accrued Expenses - Other               | Granger Smith merch balance due                        |             |                  |
| <b>05/16/2022</b> |              | <b>Wire Transfer</b>                     | <b>Pepper Entertainment (00002656)</b>                 |             | <b>89,366.97</b> |
| 05/16/2022        | 102150       | Justin Moore - Artist settle             | Justin Moore artist settle                             | 89,366.97   |                  |
|                   |              | • A/P Settlements                        | Justin Moore artist settle                             |             |                  |
| <b>05/23/2022</b> |              | <b>Wire Transfer</b>                     | <b>Pepper Entertainment (00002656)</b>                 |             | <b>56,118.09</b> |
| 05/23/2022        | 102150       | Justin Moore Settlement                  | Justin Moore Promoter settlement                       | 56,118.09   |                  |
|                   |              | • A/P Settlements                        | Justin Moore Promoter settlement                       |             |                  |
| <b>05/23/2022</b> | <b>25362</b> | <b>Auto Check</b>                        | <b>AlSCO (00002738)</b>                                |             | <b>262.76</b>    |
| 05/23/2022        | 107503       | LSPO2523520                              | Linen  | 262.76      |                  |
|                   | 207405       | • F&B Linens                             | F&B Linen  | 144.18      |                  |
|                   |              | • Linens & Laundry                       | Ops Linen  | 118.58      |                  |
| <b>05/23/2022</b> | <b>25363</b> | <b>Auto Check</b>                        | <b>Apollo Heating and Air Conditioning (00002933)</b>  |             | <b>2,185.03</b>  |
| 05/23/2022        | 107210       | KS-940040814                             | HVAC Repair  | 282.36      |                  |
|                   |              | • HVAC Repairs & Maintenance             | HVAC Repair  |             |                  |
| 05/23/2022        | 107210       | KS-940040846                             | HVAC Maintenance Contract MAY                          | 1,902.67    |                  |
|                   |              | • HVAC Repairs & Maintenance             | HVAC Maintenance Contract MAY                          |             |                  |
| <b>05/23/2022</b> | <b>25364</b> | <b>Auto Check</b>                        | <b>Backstage Electric, Inc. (00002752)</b>             | <b>VOID</b> | <b>0.00</b>      |
| <b>05/23/2022</b> | <b>25365</b> | <b>Auto Check</b>                        | <b>Baskin Robbins (00002754)</b>                       |             | <b>600.28</b>    |
| 05/23/2022        | 104690       | J.Moore                                  | Third Party Sales Justin Moore                         | 600.28      |                  |
|                   |              | • Concession Sales - Third Party Expense | Third Party Sales Justin Moore                         |             |                  |
| <b>05/23/2022</b> | <b>25366</b> | <b>Auto Check</b>                        | <b>Benton PUD (00000121)</b>                           |             | <b>21,079.73</b> |
| 05/23/2022        | 107216       | 04/08/2022-05/08/2022                    | Quinault Small Gen Services                            | 79.48       |                  |
|                   |              | • Electricity                            | Quinault Small Gen Services                            |             |                  |
| 05/23/2022        | 107216       | 4/8/2022-5/8/22                          | Large General Services                                 | 20,630.29   |                  |
|                   |              | • Electricity                            | Large General Services                                 |             |                  |
| 05/23/2022        | 107216       | 4/8/-5/8/2022                            | Grandridge Small Gen Services                          | 369.96      |                  |
|                   |              | • Electricity                            | Grandridge Small Gen Services                          |             |                  |
| <b>05/23/2022</b> | <b>25367</b> | <b>Auto Check</b>                        | <b>Brashear Electric, Inc. (00002756)</b>              | <b>VOID</b> | <b>0.00</b>      |
| <b>05/23/2022</b> | <b>25368</b> | <b>Auto Check</b>                        | <b>Canon Financial Services, Inc (00002793)</b>        | <b>VOID</b> | <b>0.00</b>      |
| <b>05/23/2022</b> | <b>25369</b> | <b>Auto Check</b>                        | <b>Cascade Natural Gas (00000161)</b>                  |             | <b>2,018.66</b>  |
| 05/23/2022        | 107217       | 4/9/2022-5/9/2022                        | TA Gen Com Service 4/9-5/9/22                          | 2,018.66    |                  |
|                   |              | • Natural Gas                            | General Commercial Service 4/9-5/9/22                  |             |                  |
| <b>05/23/2022</b> | <b>25370</b> | <b>Auto Check</b>                        | <b>Cascade Natural Gas (00000161)</b>                  |             | <b>3,648.74</b>  |
| 05/23/2022        | 107217       | 4/9/22-5/9/22                            | Gen Com Service 4/9-5/9/22                             | 3,648.74    |                  |
|                   |              | • Natural Gas                            | General Commercial Service 4/9-5/9/22                  |             |                  |
| <b>05/23/2022</b> | <b>25371</b> | <b>Auto Check</b>                        | <b>Department of Labor &amp; Industries (00002934)</b> |             | <b>151.20</b>    |
| 05/23/2022        | 107212       | 349785                                   | TA Certification/Permit                                | 151.20      |                  |
|                   |              | • Building Repairs & Maintenance         | Certification/Permit                                   |             |                  |

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

| <u>Date</u>       | <u>Check</u> | <u>Method</u>                      | <u>Name</u>   |             | <u>Amount</u>    |
|-------------------|--------------|------------------------------------|---|-------------|------------------|
| <b>05/23/2022</b> | <b>25372</b> | <b>Auto Check</b>                  | <b>Enterprise Rent A Car (00002931)</b>             |             | <b>279.33</b>    |
|                   | 05/23/2022   | 29866274                           | Car Rental - Justin Moore                           |             | 279.33           |
|                   | 107410       | • Event Rental Equipment           | Car Rental  | 141.63      |                  |
|                   | 107410       | • Event Rental Equipment           | Car Rental  | 137.70      |                  |
| <b>05/23/2022</b> | <b>25373</b> | <b>Auto Check</b>                  | <b>Holiday Inn Express &amp; Suites (00002877)</b>  |             | <b>222.78</b>    |
|                   | 05/23/2022   | 24947                              | Room Rental - Issel/Los Dos                         |             | 111.39           |
|                   | 104370       | • Reimbursed Outside Event Expense | Room Rental - Issel, Connie                         | 111.39      |                  |
|                   | 05/23/2022   | 24948                              | Room Rental - Issel/Los Dos                         |             | 111.39           |
|                   | 104370       | • Reimbursed Outside Event Expense | Room Rental - Issel, Brian                          | 111.39      |                  |
| <b>05/23/2022</b> | <b>25374</b> | <b>Auto Check</b>                  | <b>Jet Ice (00002982)</b>                           |             | <b>2,487.76</b>  |
|                   | 05/23/2022   | 117773                             | PO3803 - Ice Paint                                  |             | 2,487.76         |
|                   | 107601       | • Ice-Related Expenses             | PO3803 - Ice Paint                                  | 2,487.76    |                  |
| <b>05/23/2022</b> | <b>25375</b> | <b>Auto Check</b>                  | <b>Oxarc (00002929)</b>                             |             | <b>852.50</b>    |
|                   | 05/23/2022   | 31537068                           | CO2 for Justin Moore                                |             | 852.50           |
|                   | 104370       | • Reimbursed Outside Event Expense | CO2 for Justin Moore                                | 852.50      |                  |
| <b>05/23/2022</b> | <b>25376</b> | <b>Auto Check</b>                  | <b>Richards and Southern Inc (00003018)</b>         |             | <b>11,630.66</b> |
|                   | 05/23/2022   |                                    | Merch balance due J Moore Merch balance due J Moore |             | 11,630.66        |
|                   | 102140       | • Accrued Expenses - Other         | Justin Moore merch balance due                      | 11,630.66   |                  |
| <b>05/23/2022</b> | <b>25377</b> | <b>Auto Check</b>                  | <b>Southern Glazer's of WA (00002855)</b>           | <b>VOID</b> | <b>0.00</b>      |
| <b>05/23/2022</b> | <b>25378</b> | <b>Auto Check</b>                  | <b>Strong Lighting (00003023)</b>                   |             | <b>1,520.00</b>  |
|                   | 05/23/2022   | 22449                              | Spotlight Bulb                                      |             | 1,520.00         |
|                   | 107202       | • Small Equipment & Furniture      | Reflector Super Trouper                             | 1,520.00    |                  |
| <b>05/23/2022</b> | <b>25379</b> | <b>Auto Check</b>                  | <b>Sunbelt Rentals, Inc. (00002783)</b>             |             | <b>1,106.16</b>  |
|                   | 05/23/2022   | 125870568-0001                     | Manlifts for Justin Moore                           |             | 1,106.16         |
|                   | 104370       | • Reimbursed Outside Event Expense | Manlifts for Justin Moore                           | 1,106.16    |                  |
| <b>05/23/2022</b> | <b>25380</b> | <b>Auto Check</b>                  | <b>US Foods (00002786)</b>                          |             | <b>4,049.89</b>  |
|                   | 05/23/2022   | 4005261                            | Food Order 5/10/22                                  |             | 4,049.89         |
|                   | 101411       | • Inventory - Food                 | Food Order 5/10/22                                  | 4,049.89    |                  |
| <b>05/23/2022</b> | <b>25381</b> | <b>Auto Check</b>                  | <b>WCP Solutions (00002788)</b>                     |             | <b>1,021.75</b>  |
|                   | 05/23/2022   | 12775939                           | PO3808 - Janitorial Supplies                        |             | 813.45           |
|                   | 107203       | • Janitorial Supplies              | PO3808 - Janitorial Supplies                        | 813.45      |                  |
|                   | 05/23/2022   | 12775940                           | PO3808 - Janitorial Supplies                        |             | 17.38            |
|                   | 107203       | • Janitorial Supplies              | PO3808 - Janitorial Supplies                        | 17.38       |                  |
|                   | 05/23/2022   | 12775941                           |   |             | 190.92           |
|                   | 107203       | • Janitorial Supplies              | PO3808 - Janitorial Supplies                        | 190.92      |                  |
| <b>05/31/2022</b> |              | <b>Wire Transfer</b>               | <b>King Beverage (00000486)</b>                     |             | <b>7,934.15</b>  |
|                   | 05/31/2022   | 2500405                            |   |             | 4,558.90         |
|                   | 101413       | • Inventory - Beer                 | Beer Order 5/11/22                                  | 4,558.90    |                  |
|                   | 05/31/2022   | 2502094                            | Beer Order 5/12/22                                  |             | 1,008.00         |
|                   | 101413       | • Inventory - Beer                 | Beer Order 5/12/22                                  | 1,008.00    |                  |
|                   | 05/31/2022   | 2507311                            | Beer Order 5/25/22                                  |             | 2,367.25         |
|                   | 101413       | • Inventory - Beer                 | Beer Order 5/25/22                                  | 2,367.25    |                  |
| <b>05/31/2022</b> |              | <b>Wire Transfer</b>               | <b>Southern Glazer's of WA (00002855)</b>           |             | <b>1,888.13</b>  |
|                   | 05/31/2022   | 4009183                            | Liquor Order 4-6-22                                 |             | 432.53           |
|                   | 101415       | • Inventory - Liquor               | Liquor Order 4-6-22                                 | 432.53      |                  |
|                   | 05/31/2022   | 403913                             | Liquor Order 5/11/22                                |             | 1,008.01         |
|                   | 101415       | • Inventory - Liquor               | Liquor Order 5/11/22                                | 1,008.01    |                  |
|                   | 05/31/2022   | 4048802                            | Liquor Order 5/20                                   |             | 447.59           |
|                   | 101415       | • Inventory - Liquor               | Liquor Order 5/20                                   | 447.59      |                  |
| <b>05/31/2022</b> |              | <b>Wire Transfer</b>               | <b>The Odom Corporation (00002856)</b>              |             | <b>1,170.68</b>  |
|                   | 05/31/2022   | 14172154                           | Beer Order 5/11/22                                  |             | 62.84            |
|                   | 101413       | • Inventory - Beer                 | Beer Order 5/11/22                                  | 62.84       |                  |
|                   | 05/31/2022   | 14213125                           | Beer Order 5/24/22                                  |             | 1,107.84         |
|                   | 101413       | • Inventory - Beer                 | Beer Order 5/24/22                                  | 1,107.84    |                  |
| <b>05/29/2022</b> | <b>25382</b> | <b>Auto Check</b>                  | <b>Backstage Electric, Inc. (00002752)</b>          |             | <b>7,755.00</b>  |
|                   | 05/29/2022   | 2313                               | Labor for Justin Moore                              |             | 6,840.00         |
|                   | 104320       | • Reimbursed Event Labor           | Labor for Justin Moore                              | 6,840.00    |                  |
|                   | 05/29/2022   | 2314                               | Labor for Justin Moore                              |             | 915.00           |
|                   | 104320       | • Reimbursed Event Labor           | Labor for Justin Moore                              | 915.00      |                  |

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

| <u>Date</u> | <u>Check</u> | <u>Method</u>            | <u>Name</u>                         |                                  | <u>Amount</u>               |
|-------------|--------------|--------------------------|-------------------------------------|----------------------------------|-----------------------------|
| 05/29/2022  | 25383        | Auto Check               | Backstage Electric, Inc. (00002752) |                                  | 8,090.50                    |
|             | 05/29/2022   |                          | Bob Dylan                           | Lighting for Bob Dylan           | 8,090.50                    |
|             | 107401       | · Outside Event Expense  |                                     | Lighting for Bob Dylan           | 8,090.50                    |
| 05/29/2022  | 25384        | Auto Check               | Paul Boskovich (00002984)           |                                  | 300.00                      |
|             | 05/29/2022   |                          | 22-0529B                            | Runner for Bob Dylan             | 300.00                      |
|             | 107404       | · Event Contracted Labor |                                     | Runner for Bob Dylan             | 300.00                      |
| 05/29/2022  | 25385        | Auto Check               | Rocky Mountain Rigging (00002781)   |                                  | 6,214.40                    |
|             | 05/29/2022   |                          | Bob Dylan                           | Rigging for Bob Dylan            | 6,214.40                    |
|             | 107401       | · Outside Event Expense  |                                     | Rigging for Bob Dylan            | 6,214.40                    |
| 05/29/2022  | 25386        | Auto Check               | Ryan Overholt (00002955)            |                                  | 300.00                      |
|             | 05/29/2022   |                          | 22-0529A                            | Runner for Bob Dylan             | 300.00                      |
|             | 107404       | · Event Contracted Labor |                                     | Runner for Bob Dylan             | 300.00                      |
| 5/31/2022   |              | Journal                  | Cash Adjustments May 2022           |                                  | 4,914.08                    |
|             | 5/31/2022    |                          | Cash Adjust May 2022                | Concession CC proc fees          | 1,631.01                    |
|             | 5/31/2022    |                          | Cash Adjust May 2022                | Concession CC proc fees          | 271.70                      |
|             | 5/31/2022    |                          | Cash Adjust May 2022                | Toyota Center CC processing      | 940.66                      |
|             | 5/31/2022    |                          | Cash Adjust May 2022                | TOYO Fintech May 2022            | 21.64                       |
|             | 5/31/2022    |                          | Cash Adjust May 2022                | Revel POS fees                   | 2,049.07                    |
|             |              |                          |                                     | <b>Total Operations Account:</b> | <u><u>\$ 444,083.13</u></u> |
| 5/31/2022   |              | Journal                  | Cash Adjustments May 2022           |                                  | 13.07                       |
|             | 5/31/2022    |                          | Cash Adjust May 2022                | Box Office AMEX fees May 2022    | 13.07                       |
|             |              |                          |                                     | <b>Total Box Office Account:</b> | <u><u>\$ 13.07</u></u>      |
|             |              |                          |                                     | <b>Total Paid:</b>               | <u><u>\$ 444,096.20</u></u> |

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



Dan Legard, Finance Director

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

|                                   |                  |                          |
|-----------------------------------|------------------|--------------------------|
| Check numbers 25327-25386         | \$               | 212,843.47               |
| Electronic transfers - Operations |                  | 231,239.66               |
| Electronic transfers - Box Office |                  | 13.07                    |
| <b>Total</b>                      | <u><u>\$</u></u> | <u><u>444,096.20</u></u> |

Exceptions:

**Council Agenda  
Coversheet**



|                    |                                  |              |            |
|--------------------|----------------------------------|--------------|------------|
| Agenda Item Number | 4.c.(1)                          | Council Date | 08/16/2022 |
| Agenda Item Type   | General Business Item            |              |            |
| Subject            | Payroll Roster for PPE 7/15/2022 |              |            |
| 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 7/15/2022 in the amount of \$2,783,205.83 comprised of check numbers 75820 through 75839 and direct deposit numbers 204263 through 204740.

**Summary**

**Alternatives**

None.

**Fiscal Impact**

Total: \$2,783,205.83.

|                    |  |
|--------------------|--|
| Through            |  |
| Dept Head Approval | Dan Legard<br>Jul 21, 07:35:47 GMT-0700 2022   |
| City Mgr Approval  | Marie Mosley<br>Aug 11, 16:34:03 GMT-0700 2022 |

Attachments: 

|                |
|----------------|
| Payroll Roster |
|----------------|

Recording Required?

August 16, 2022

All Departments:

July 15, 2022

|   |                          |                       |
|---|--------------------------|-----------------------|
| ADMINISTRATIVE TEAM                       |                          | 2,235.09              |
| CITY COUNCIL                              |                          | 4,700.00              |
| CITY MANAGER                              |                          | 12,381.78             |
| CIVIL SERVICE                             |                          | 713.90                |
| COMMUNITY PLANNING & ECONOMIC DEVELOPMENT |                          | 32,965.80             |
| EMPLOYEE & COMMUNITY RELATIONS            |                          | 73,927.48             |
| ENGINEERING                               |                          | 62,236.42             |
| FACILITIES & GROUNDS                      |                          | 94,785.38             |
| FINANCE                                   |                          | 56,323.14             |
| FIRE                                      |                          | 97,941.08             |
| LEGAL SERVICES                            |                          | 23,520.69             |
| MANAGEMENT SERVICES                       |                          | 99,690.18             |
| POLICE                                    |                          | 495,555.86            |
|   | Subtotal General Fund    | <b>1,056,976.80</b>   |
| STREETS                                   |                          | 24,901.92             |
| TRAFFIC                                   |                          | 24,529.10             |
|   | Subtotal Street Fund     | <b>49,431.02</b>      |
| BI-PIN                                    |                          | 10,799.32             |
| BUILDING SAFETY                           |                          | 44,994.69             |
| COMMUNITY DEVELOPMENT                     |                          | 4,603.64              |
| CRIMINAL JUSTICE                          |                          | 51,986.60             |
| EQUIPMENT RENTAL                          |                          | 13,243.11             |
| MEDICAL SERVICES                          |                          | 350,808.84            |
| RISK MANAGEMENT                           |                          | 3,847.73              |
| STORMWATER UTILITY                        |                          | 22,379.65             |
| WATER & SEWER                             |                          | 158,420.09            |
|   | Subtotal Other Funds     | <b>661,083.67</b>     |
|   | Total Salaries and Wages | <b>1,767,491.49</b>   |
| <u>Benefits:</u>                          |                          |                       |
| Dental Insurance                          |                          | 45,755.75             |
| Industrial Insurance                      |                          | 45,146.12             |
| Life Insurance                            |                          | 5,240.41              |
| Long Term Disability Insurance            |                          | 6,039.03              |
| Medical Insurance                         |                          | 669,094.32            |
| Medical Retirement Account                |                          | 3,375.00              |
| Retirement                                |                          | 125,875.05            |
| Social Security (FICA)                    |                          | 105,159.22            |
| Vision Insurance                          |                          | 7,316.24              |
| WA Family Leave                           |                          | 2,713.20              |
|   | Total Benefits           | <b>1,015,714.34</b>   |
|   | Grand Total              | <b>\$2,783,205.83</b> |

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 \$2,783,205.83 comprised of check numbers 75820 through 75839 and direct deposit numbers 204263 through 204740.

Approved for payment:



Dan Legard, Finance Director

**Council Agenda  
Coversheet**



|                    |                                  |              |            |
|--------------------|----------------------------------|--------------|------------|
| Agenda Item Number | 4.c.(2)                          | Council Date | 08/16/2022 |
| Agenda Item Type   | General Business Item            |              |            |
| Subject            | Payroll Roster for PPE 7/31/2022 |              |            |
| Ordinance/Reso #   |                                  | Contract #   |            |
| Project #          |                                  | Permit #     |            |
| Department         | Finance                          |              |            |

Consent Agenda

Ordinance/Reso

Public Mtg / Hrg

Other

Quasi-Judicial

**Recommendation**

That Council approve the Payroll Roster.

**Motion for Consideration**

I move to approve the Payroll Roster for 7/31/2022 in the amount of \$2,096,568.14 comprised of check numbers 75842 through 75868 and direct deposit numbers 204747 through 205196.

**Summary**

None.

**Alternatives**

None.

**Fiscal Impact**

Total: \$2,096,568.14.

|                    |  |
|--------------------|--|
| Through            |  |
| Dept Head Approval | Dan Legard<br>Aug 10, 13:35:38 GMT-0700 2022   |
| City Mgr Approval  | Marie Mosley<br>Aug 11, 16:34:41 GMT-0700 2022 |

Attachments: 

|                |
|----------------|
| Payroll Roster |
|----------------|

Recording Required?

August 16, 2022

All Departments:

July 31, 2022

|   |                          |                              |
|---|--------------------------|------------------------------|
| ADMINISTRATIVE TEAM                       |                          | 2,556.83                     |
| CITY COUNCIL                              |                          | 4,700.00                     |
| CITY MANAGER                              |                          | 12,381.78                    |
| CIVIL SERVICE                             |                          | 3,876.20                     |
| COMMUNITY PLANNING & ECONOMIC DEVELOPMENT |                          | 32,676.01                    |
| EMPLOYEE & COMMUNITY RELATIONS            |                          | 72,835.74                    |
| ENGINEERING                               |                          | 61,881.34                    |
| FACILITIES & GROUNDS                      |                          | 87,674.87                    |
| FINANCE                                   |                          | 54,241.11                    |
| FIRE                                      |                          | 123,074.67                   |
| LEGAL SERVICES                            |                          | 36,056.56                    |
| MANAGEMENT SERVICES                       |                          | 87,101.55                    |
| POLICE                                    |                          | 495,116.65                   |
|   | Subtotal General Fund    | <u>1,074,173.31</u>          |
| STREETS                                   |                          | 25,376.44                    |
| TRAFFIC                                   |                          | 24,585.91                    |
|   | Subtotal Street Fund     | <u>49,962.35</u>             |
| BI-PIN                                    |                          | 10,634.40                    |
| BUILDING SAFETY                           |                          | 44,695.90                    |
| COMMUNITY DEVELOPMENT                     |                          | 4,290.30                     |
| CRIMINAL JUSTICE                          |                          | 49,313.96                    |
| EQUIPMENT RENTAL                          |                          | 12,304.86                    |
| MEDICAL SERVICES                          |                          | 375,552.54                   |
| RISK MANAGEMENT                           |                          | 3,847.73                     |
| STORMWATER UTILITY                        |                          | 19,001.38                    |
| WATER & SEWER                             |                          | 133,265.31                   |
|   | Subtotal Other Funds     | <u>652,906.38</u>            |
|   | Total Salaries and Wages | <u>1,777,042.04</u>          |
| <u>Benefits:</u>                          |                          |                              |
| Comp Time Payout                          |                          | 33,671.50                    |
| Industrial Insurance                      |                          | 45,667.31                    |
| Medical Retirement Account                |                          | 3,375.00                     |
| Retirement                                |                          | 128,903.79                   |
| Social Security (FICA)                    |                          | 105,127.25                   |
| WA Family Leave                           |                          | 2,781.25                     |
|   |                          | <u>319,526.10</u>            |
|   | Total Benefits           |                              |
|   | Grand Total              | <u><u>\$2,096,568.14</u></u> |

I, Dan Legard, Finance Director, at the direction of the Council, do hereby certify that the Payroll hereinabove specified is approved for payment in the amount of \$2,096,568.14 comprised of check numbers 75842 through 75868 and direct deposit numbers 204747 through 205196.

Approved for payment:



Dan Legard, Finance Director

|   |                    |                                      |              |            |                  |                                     |
|---|--------------------|--------------------------------------|--------------|------------|------------------|-------------------------------------|
| <b>Council Agenda Coversheet</b>  | Agenda Item Number | 4.d.                                 | Council Date | 08/16/2022 | Consent Agenda   | <input checked="" type="checkbox"/> |
|   | Agenda Item Type   | Contract/Agreement/Lease             |              |            | Ordinance/Reso   | <input type="checkbox"/>            |
|  | Subject            | 18th & Kellogg Reservoir Replacement |              |            | Public Mtg / Hrg | <input type="checkbox"/>            |
|   | Ordinance/Reso #   |                                      | Contract #   |            | Other            | <input type="checkbox"/>            |
|   | Project #          | P1810                                | Permit #     |            | Quasi-Judicial   | <input type="checkbox"/>            |
|   | Department         | Public Works                         |              |            |                  |                                     |

**Recommendation**

That the City Council authorize the City Manager to sign the Supplemental Agreement No. 4 with HDR Engineering, Inc., for the engineering design for the 18th & Kellogg Reservoir Replacement.

**Motion for Consideration**

I move to authorize the City Manager to sign the Supplemental Agreement No. 4 with HDR Engineering, Inc., for the engineering design for the 18th & Kellogg Reservoir Replacement.

**Summary**

The 18th & Kellogg Reservoir Replacement professional services agreement provides for the replacement of the existing 10 million gallon (MG) concrete and 0.5 MG steel reservoirs. The existing potable water reservoir has expended 75% or more of its useful life. A new 6 MG concrete reservoir will be constructed adjacent to the existing reservoir, followed by demolition of the existing reservoirs leaving space for a future second concrete reservoir. This project will also construct a water pump station dedicated to convey water west to the existing Zone 3 Kansas reservoir. The project is generally located northwest of W Creekstone Dr and S Irving St nestled within the Creekstone development.

The original agreement signed on May 1, 2018, authorized HDR Engineering, Inc., to perform a 30% level of design which included a Basis of Design Report (BODR).  
 Supplemental Agreement No. 1 signed on December 18, 2018, authorized HDR Engineering, Inc., to perform a detailed design and bidding support.  
 Supplemental Agreement No. 2 signed on September 9, 2019, authorized HDR Engineering, Inc., to provide additional time to complete the detailed design and bidding support.  
 Supplemental Agreement No. 3 signed on March 17, 2020, authorized HDR Engineering, Inc., to provide an expanded Scope that included construction phase services.

This Supplemental Agreement No. 4 provides additional time to complete the construction phase services SCOPE.

**Alternatives**

None recommended

**Fiscal Impact**

|                      |   |              |
|----------------------|---|--------------|
| Water and Sewer Fund | Original PSA & Supplement Agreement No. 1, 2, & 3 : | \$1,282,100  |
|                      | Supplemental Agreement No. 4:                       | \$ 0         |
|                      | Management Reserve:                                 | \$ 70,000    |
|                      | Total:  | \$ 1,352,100 |

|                    |   |  |
|--------------------|---|--|
| Through            | Jeremy Lustig<br>Jul 14, 10:36:06 GMT-0700 2022 | Attachments: Supplemental #4<br><input type="checkbox"/> Recording Required? |
| Dept Head Approval | Cary Roe<br>Jul 15, 07:35:13 GMT-0700 2022      |  |
| City Mgr Approval  | Marie Mosley<br>Aug 11, 16:37:26 GMT-0700 2022  |  |

**SUPPLEMENTAL AGREEMENT #4 for  
Task 300 – Construction Support Services  
Between Owner and Consultant**

**P-1810, 18<sup>TH</sup> & KELLOGG RESERVOIR REPLACEMENT**

THIS SUPPLEMENTAL AGREEMENT, entered into this 16<sup>th</sup> day of August, 2022 by and between the City of Kennewick, 210 West 6th Avenue, Kennewick, Washington (hereinafter called the "OWNER"), and HDR Engineering, Inc, 2805 St. Andrews Loop, Suite A, Pasco, WA 99301 (hereinafter called the "CONSULTANT").

WITNESSETH:

WHEREAS, the Parties hereto previously entered into an agreement for professional engineering services for the 18<sup>th</sup> & Kellogg Reservoir Replacement, said agreement being dated May 1, 2018; and

WHEREAS, both parties desire to supplement said Agreement by extending the agreement termination date to allow additional time to complete construction.

NOW, THEREFORE, in consideration of the promises, covenants, terms, conditions, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree that each and every provision of the original Agreement as supplemented shall remain in full force and effect, except as expressly modified in the following sections:

Section 3, TIME FOR BEGINNING AND COMPLETION, second sentence, revised to read:

CONSULTANT agrees to complete all work described in Exhibits under this Agreement and previous Supplements by **December 31<sup>st</sup>, 2022**.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF KENNEWICK, WASHINGTON

HDR ENGINEERING, INC.



---

Marie Mosley, City Manager

---

Rob Berman, Sr. Vice President

# Council Agenda Coversheet



|                    |   |              |            |
|--------------------|---|--------------|------------|
| Agenda Item Number | 4.e.  | Council Date | 08/16/2022 |
| Agenda Item Type   | Contract/Agreement/Lease                          |              |            |
| Subject            | 19th & Olympia / 47th & Olympia Reservoir Repairs |              |            |
| Ordinance/Reso #   |   | Contract #   |            |
| Project #          | P1908-21  | 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

Staff recommends that council accept the work of Combined Construction Inc for Contract P1908-21, 19th & Olympia / 47th & Olympia Reservoir Repairs.

### Motion for Consideration

I move to accept the work of Combined Construction Inc for Contract P1908-21, 19th & Olympia / 47th & Olympia Reservoir Repairs in the amount of \$393,186.30.

### Summary

|                   |               |
|-------------------|---------------|
| Original Contract | \$ 363,864.30 |
| Change Orders     | \$ 0          |
| Quantity Changes  | \$ 29,322.00  |
| Total             | \$ 393,186.30 |

This project consisted of repairs to 19th & Olympia / 47th & Olympia reservoirs and included concrete crack injection, the addition of a 2nd water balancing hole, floor joint sealant replacement, replacement of entrance ladder, upgrade to existing overflow alarm components, repair of column spiral corrosion, and the addition of water quality mixers.

No change orders occurred with with phase.

Quantity Changes included: additional minor and major concrete repairs on the interior of both reservoirs.

### Alternatives

None recommended

### Fiscal Impact

Water and Sewer Fund: \$ 393,186.30

Through

Jeremy Lustig  
Jul 14, 10:37:04 GMT-0700 2022

Dept Head Approval

Cary Roe  
Jul 15, 07:34:07 GMT-0700 2022

City Mgr Approval

Marie Mosley  
Aug 11, 16:40:00 GMT-0700 2022

Attachments:

Recording  
Required?

|   |                    |                                     |              |            |                |                                     |                          |
|---|--------------------|-------------------------------------|--------------|------------|----------------|-------------------------------------|--------------------------|
| <b>Council Agenda Coversheet</b><br><br> | Agenda Item Number | 4.f.                                | Council Date | 08/16/2022 | Consent Agenda | <input checked="" type="checkbox"/> |                          |
|   | Agenda Item Type   | Contract/Agreement/Lease            |              |            |                | Ordinance/Reso                      | <input type="checkbox"/> |
|   | Subject            | 2022 Justice Assistance Grant (JAG) |              |            |                | Public Mtg / Hrg                    | <input type="checkbox"/> |
|   | Ordinance/Reso #   |                                     | Contract #   |            | Other          | <input type="checkbox"/>            |                          |
|   | Project #          |                                     | Permit #     |            | Quasi-Judicial | <input type="checkbox"/>            |                          |
|   | Department         | Police Department                   |              |            |                |                                     |                          |

**Recommendation**

That Council approve the 2022 Justice Assistance Grant (JAG) Interlocal Agreement.

**Motion for Consideration**

I move to authorize the Mayor to sign the Interlocal Agreement with Benton County and City of Richland for the 2022 Edward Byrne Justice Assistance Grant (JAG) Program Award.

**Summary**

The Kennewick Police Department is applying for the 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) funding from the Bureau of Justice Assistance which will be shared with Benton County and City of Richland as we are certified disparate. Kennewick will be the fiscal agent for this grant, ensure all draw-downs and expenditures are tracked separately from other funding and ensure reporting requirements are met.

The total JAG award to Kennewick, County and Richland is \$35,501, which will be split between Kennewick Police Department (60%), Richland Police Department (25%) and Benton County Sheriff's Office (15%), as we are certified disparate, therefore requiring one application and award to be shared between the three jurisdictions.

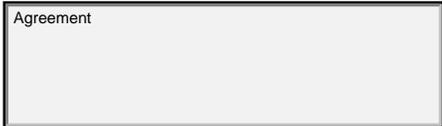
The Kennewick Police Department plans to use the 2022 JAG funding to purchase software for tracking officer training and performance. Additionally, hardware and software will be purchased for media production to engage the community and enhance transparency.

**Alternatives**

None.

**Fiscal Impact**

Provides funding for Kennewick Police Department to purchase hardware and software for media production and tracking officer performance in field training.

|                    |  |  |
|--------------------|--|--|
| Through            | Kim Hathaway<br>Aug 11, 15:19:31 GMT-0700 2022 | Attachments: <br><br><input type="checkbox"/> Recording Required? |
| Dept Head Approval | Trevor White<br>Aug 11, 15:31:23 GMT-0700 2022 |  |
| City Mgr Approval  | Marie Mosley<br>Aug 12, 12:57:33 GMT-0700 2022 |  |

**THE STATE OF WASHINGTON  
COUNTY OF BENTON**

**KNOW ALL BY THESE PRESENT**

**INTERLOCAL AGREEMENT  
BETWEEN  
THE CITY OF KENNEWICK, WA  
THE CITY OF RICHLAND, WA  
AND  
COUNTY OF BENTON, WA**

**2022 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this August, 16, 2022, by and between The County of Benton, acting by and through its governing body, the Benton County Commissioners (hereinafter referred to as COUNTY) and the City of Kennewick, acting by and through its governing body, the Kennewick City Council (hereinafter referred to as KENNEWICK), and Richland, acting by and through its governing body, the Richland City Council (hereinafter referred to as RICHLAND), all three of Benton County, State of Washington, witnesseth:

**WHEREAS**, this Agreement is made under the authority of RCW 39.34 and,

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and,

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and,

**WHEREAS**, the total award to KENNEWICK, RICHLAND and COUNTY is \$35,501, which will be shared between KENNEWICK, RICHLAND, and COUNTY, as they are certified as disparate, therefore requiring one application and award to be shared between all three jurisdictions; and,

**WHEREAS**, KENNEWICK, RICHLAND and COUNTY believe it to be in their best interests to reallocate the JAG funds.

**NOW THEREFORE, KENNEWICK, RICHLAND and COUNTY agree as follows:**

**Section 1.**

KENNEWICK is the fiscal agent for this grant as only one jurisdiction can make application for the funds. KENNEWICK agrees to pay RICHLAND a total of \$8,875 and COUNTY a total of \$5,325 of JAG funds from the 2022 award.

**Section 2.**

COUNTY agrees to use \$5,325 for secure storage in marked patrol vehicles.

**Section 3.**

RICHLAND agrees to use \$8,875 for defensive tactics and de-escalation training.

**Section 4.**

KENNEWICK agrees to use \$21,301 to purchase software for tracking officer field training and performance as well as hardware and software for media production to engage the community and enhance transparency.

**Section 5.**

RICHLAND and COUNTY agree to submit timely quarterly reports to KENNEWICK, the grantee/fiscal agency, by the fifth calendar day at the end of each quarter (January 5, April 5, July 5 and October 5), consistent with, and for the purpose of compliance with the reporting requirements for the JAG program.

**Section 6.**

Nothing in the performance of this Agreement shall impose any liability on KENNEWICK for claims against COUNTY or RICHLAND, or on COUNTY or RICHLAND for claims against KENNEWICK.

**Section 7.**

Any party hereto may terminate this Agreement upon one hundred and twenty (120) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the other party's contract representative listed in Section 13 for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Termination of this Agreement by any party shall not affect or diminish authority exercised prior to delivery of required notice of termination.

**Section 8.**

Each party to this Agreement shall be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

**Section 9.**

The parties to this Agreement do not intend for any third party to obtain any right by virtue of this Agreement.

**Section 10.**

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

**Section 11.**

The term of this Agreement shall be from the date of signing through September 30, 2025.

**Section 12.**

By signing below, the signor certifies that he or she has the authority to sign this Agreement on behalf of the party, and the party agrees to the terms of this Agreement.

**Section 13.**

Each party shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

Benton County: Sheriff Tom Croskrey

City of Richland: Chief Brigit Clary

City of Kennewick: Chief Chris Guerrero

**Section 14.**

The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understanding not incorporated in this Agreement are specifically excluded.

**City of Kennewick, Washington**

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W.D. MCKAY, Mayor

ATTEST:

---

TERRI L. WRIGHT, City Clerk

APPROVED AS TO FORM:  
Contract Authorization

---

LISA BEATON, City Attorney

**City of Richland, Washington**

---

JON AMUNDSON, City Manager

ATTEST:

---

JENNIFER ROGERS, City Clerk

APPROVED AS TO FORM:  
Contract Authorization

---

HEATHER KINTZLEY, City Attorney

**County of Benton, Washington**

---

Chairman of Benton County  
Commission

APPROVED AS TO FORM:

---

Deputy Prosecuting Attorney

# Council Agenda Coversheet



|                    |  |              |            |
|--------------------|--|--------------|------------|
| Agenda Item Number | 4.g.                                       | Council Date | 08/16/2022 |
| Agenda Item Type   | Contract/Agreement/Lease                   |              |            |
| Subject            | Quinault/CCB Intersection Supplement No. 1 |              |            |
| Ordinance/Reso #   |  | Contract #   |            |
| Project #          | P2011                                      | Permit #     |            |
| Department         | Public Works                               |              |            |

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

### Recommendation

That City Council authorize the Mayor to sign the Local Agency Supplement #1 to obligate Right-of-Way funding for the P2011 Quinault Ave and Columbia Center Blvd Intersection Project.

### Motion for Consideration

I move to authorize the Mayor to sign the Local Agency Supplement #1 to obligate Right-of-Way funding for the P2011 Quinault Ave and Columbia Center Blvd Intersection Project.

### Summary

The original Local Agency Agreement that obligated a Federal grant through the Surface Transportation Block Group (STBG) program for the design phase for the Quinault & Columbia Center Blvd. Intersection project was approved at the Feb. 18, 2020 Council meeting. This Supplement No. 1 will provide authorization to WSDOT to obligate funding for the Right of Way (ROW) phase for this project. The scope of work includes construction of a second left-turn lane for added turning capacity for east-bound traffic turning north onto Columbia Center Blvd. A second through-lane is being provided for west-bound traffic on Quinault Ave along with an additional lane southbound that will turn into the Red Lion. In addition, proposed work will be in preparation for extending a third lane south of the intersection for north and southbound traffic on Columbia Center Blvd.

The attached agreement is for the ROW phase, which is estimated at \$200,000. This will cover expenditures for both in-house and consultant services for creating ROW appraisals, maps, and easement/property acquisitions.

### Alternatives

None.

### Fiscal Impact

Urban Arterial Street Fund: \$27,000

Federal Match: \$173,000

|                    |  |
|--------------------|--|
| Through            | Heath Mellotte<br>Jul 27, 09:55:16 GMT-0700 2022 |
| Dept Head Approval | Cary Roe<br>Aug 08, 09:47:37 GMT-0700 2022       |
| City Mgr Approval  | Marie Mosley<br>Aug 11, 16:44:16 GMT-0700 2022   |

Attachments: Supplement

Recording Required?



|   |                             |  |
|---|-----------------------------|--|
| Agency<br>City of Kennewick                   |                             | Supplement Number<br>1                                     |
| Federal Aid Project Number<br>STPUL-9903(018) | Agreement Number<br>LA 9790 | CFDA No. <b>20.205</b> - Highway Planning and Construction |

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

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

**Project Description**

Name Quinault & Columbia Center Blvd. Intersection

Length 0.10

Termini W. Quinault Ave. & Columbia Center Blvd. Intersection

**Description of Work**                      ✓ No Change

**Reason for Supplement**

Obligate ROW phase.

Are you claiming indirect cost rate?    ✓ Yes     No

Project Agreement End Date 12/31/2026

Advertisement Date

| Type of Work                                 |   | Estimate of Funding                 |                   |   |                                  |                                   |
|--|---|-------------------------------------|-------------------|---|----------------------------------|-----------------------------------|
|  |   | (1)<br>Previous<br>Agreement/Suppl. | (2)<br>Supplement | (3)<br>Estimated Total<br>Project Funds | (4)<br>Estimated Agency<br>Funds | (5)<br>Estimated Federal<br>Funds |
| PE<br>86.5<br>%                              | a. Agency                               | 99,000.00                           |                   | 99,000.00                               | 13,365.00                        | 85,635.00                         |
|  | b. Other                                |                                     |                   | 0.00                                    |                                  |                                   |
| Federal Aid<br>Participation<br>Ratio for PE | c. Other                                |                                     |                   | 0.00                                    |                                  |                                   |
|  | d. State Services                       | 1,000.00                            |                   | 1,000.00                                | 135.00                           | 865.00                            |
|  | e. Total PE Cost Estimate (a+b+c+d)     | 100,000.00                          | 0.00              | 100,000.00                              | 13,500.00                        | 86,500.00                         |
| Right of Way<br>86.5<br>%                    | f. Agency                               |                                     | 98,987.00         | 98,987.00                               | 13,363.00                        | 85,624.00                         |
|  | g. Other Consultant                     |                                     | 22,664.00         | 22,664.00                               | 3,060.00                         | 19,604.00                         |
| Federal Aid<br>Participation<br>Ratio for RW | h. Other Acquisition                    |                                     | 77,349.00         | 77,349.00                               | 10,442.00                        | 66,907.00                         |
|  | i. State Services                       |                                     | 1,000.00          | 1,000.00                                | 135.00                           | 865.00                            |
|  | j. Total R/W Cost Estimate (f+g+h+i)    | 0.00                                | 200,000.00        | 200,000.00                              | 27,000.00                        | 173,000.00                        |
| Construction<br>%                            | k. Contract                             |                                     |                   | 0.00                                    |                                  |                                   |
|  | l. Other                                |                                     |                   | 0.00                                    |                                  |                                   |
|  | m. Other                                |                                     |                   | 0.00                                    |                                  |                                   |
| Federal Aid<br>Participation<br>Ratio for CN | n. Other                                |                                     |                   | 0.00                                    |                                  |                                   |
|  | o. Agency                               |                                     |                   | 0.00                                    |                                  |                                   |
|  | p. State Services                       |                                     |                   | 0.00                                    |                                  |                                   |
|  | q. Total CN Cost Estimate (k+l+m+n+o+p) | 0.00                                | 0.00              | 0.00                                    | 0.00                             | 0.00                              |
|  | r. Total Project Cost Estimate (e+j+q)  | 100,000.00                          | 200,000.00        | 300,000.00                              | 40,500.00                        | 259,500.00                        |

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

**Agency Official**

By  
Title Mayor, City of Kennewick  
Agency Date

**Washington State Department of Transportation**

By  
Director, Local Program  
Date Executed

|   |                             |  |
|---|-----------------------------|--|
| Agency<br>City of Kennewick                   |                             | Supplement Number<br>1                                     |
| Federal Aid Project Number<br>STPUL-9903(018) | Agreement Number<br>LA 9790 | CFDA No. <b>20.205</b> - Highway Planning and Construction |

**VI. Payment and Partial Reimbursement**

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

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

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

**VII. Audit of Federal Consultant Contracts**

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

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

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

**IX. Payment of Billing**

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

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

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

**VIII. Single Audit Act**

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

**XVII. Assurances**

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

## Instructions

1. **Agency** – Enter the agency name as entered on the original agreement.
2. **Supplemental Number** – Enter the number of the supplement. Supplement numbers will be assigned in sequence beginning with Number 1 for the first supplement.
3. **Project Number** – Enter the federal aid project number assigned by WSDOT on the original agreement.
4. **Agreement Number** – Enter the agreement number assigned by WSDOT on the original agreement.
5. **Project Description** – Enter the project name, length, and termini.
6. **Description of Work** – Clearly describe if there is a change in work such as the addition or deletion of work elements and/or changes to the termini. If the work has not changed, put a check mark in the “No Change” box.
7. **Reason for Supplement** – Enter the reason for this supplement, i.e., increase PE funding to cover design changes presented in the revised prospectus; request funding of construction phase; decrease construction funding to the contract bid amount. If the supplement is authorizing a construction phase, the project’s proposed advertisement date must be included in the space provided.
8. **Claiming Indirect Cost Rate** – Check the Yes box if the agency will be claiming indirect costs on the project. For those projects claiming indirect costs, supporting documentation that clearly shows the indirect cost rate being utilized must be provided with the supplement. Indirect cost rate approval by your cognizant agency or through your agency’s self-certification and supporting documentation is required to be available for review by FHWA, WSDOT and /or State Auditor. Check the No box if the agency will not be claiming indirect costs on the project. See Section 23.5 for additional guidance.
9. **Project Agreement End Date** – Enter your previously established Project Agreement End Date. If authorizing a new phase of the project, update the Project Agreement End Date based on the following guidance:
  - a. **For PE and RW** – WSDOT recommends agencies estimate when the phase will be completed and add three years to determine the “Project Agreement End Date”.
  - b. **For Construction** – WSDOT recommends agencies estimate when construction will be completed and add three years to determine the “Project Agreement End Date”.
  - c. If an extension to a Project Agreement End Date is required between phase authorizations, the need for the extension must be described in the Reason for Supplement. Adequate justification to approve the extension must be submitted with the supplement. See Section 22.3 for additional guidance.
10. **Type of Work and Funding (Round all amounts to the nearest whole dollar).**
  - a. **Column 1** – Enter the amounts from column 1 of the original local agency agreement. If the agreement has already been supplemented, enter the amounts by type of work from column 3 of the last supplemental agreement.
  - b. **Column 2** – Enter increase/decrease to total amounts requested by type of work.
  - c. **Column 3** – Add the amounts in columns 1 and 2.
  - d. **Columns 4 and 5** – Enter the appropriate amounts based on the participation ratio recorded on the original agreement.
11. **Signatures** – An authorized official of the local agency signs the Supplemental Agreement and enters their title and date of signature (mm/dd/yy). **Note:** Do NOT enter a date on the Date Executed line.

# Council Agenda Coversheet



|                    |                                      |              |            |
|--------------------|--------------------------------------|--------------|------------|
| Agenda Item Number | 4.h.                                 | Council Date | 08/16/2022 |
| Agenda Item Type   | Contract/Agreement/Lease             |              |            |
| Subject            | Interlocal Agreement with Benton PUD |              |            |
| Ordinance/Reso #   |                                      | Contract #   |            |
| Project #          | P2012                                | Permit #     |            |
| Department         | Public Works                         |              |            |

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

### Recommendation

That City Council authorize the City Manager to sign the Interlocal Agreement with Benton PUD for the Steptoe and Gage Intersection Improvement Project.

### Motion for Consideration

I move to authorize the City Manager to sign the Interlocal Agreement with Benton PUD for the Steptoe and Gage Intersection Improvement Project.

### Summary

The purpose of this agreement is to establish roles of the jurisdictions in the construction of the City's P2012 Steptoe/Gage Intersection Improvements Project. The Steptoe/Gage Intersection Improvement Project is currently scheduled for completion in 2023 and involves constructing dual left turn lanes and dedicated right turn lanes on all approaches as well as providing new signals, luminaire, sidewalks, ADA ramps and retaining walls.

As a part of this intersection improvement project, the City will be encroaching into an existing Benton PUD easement on the southeastern leg of the intersection with a proposed turn lane, sidewalk, and new retaining wall. This encroachment will require the City to pay for the existing Benton PUD utilities (underground fiber, underground electrical, and overhead power) to be relocated eastward to clear the way for these improvements. A portion of this work will be included in the City's Steptoe/Gage Intersection Improvements Project, while the remainder will be completed by Benton PUD crews.

Maximum dollar amount shall not exceed \$160,100 for this agreed to work, with 86.5% covered by a Federal STBG grant and a Local match of 13.5%. The Local match is portioned out at 75% for the City of Kennewick and 25% for the City of Richland.

### Alternatives

None.

### Fiscal Impact

|                                |           |
|--------------------------------|-----------|
| Federal STBG Grant:            | \$138,486 |
| City of Kennewick Match (75%): | \$ 16,211 |
| City of Richland Match (25%):  | \$ 5,403  |

Through

Heath Mellotte  
Jul 27, 14:56:00 GMT-0700 2022

Dept Head Approval

Cary Roe  
Aug 08, 09:47:02 GMT-0700 2022

City Mgr Approval

Marie Mosley  
Aug 11, 16:49:21 GMT-0700 2022

Attachments: Agreement

Recording Required?

AFTER RECORDING RETURN TO:

\_\_\_\_\_  
City of Kennewick  
210 W. 6<sup>th</sup> Ave.  
Kennewick, WA 99336-0108

Attn. Terri Wright, City Clerk

**INTERLOCAL COOPERATIVE PROJECT AGREEMENT BETWEEN  
PUBLIC UTILITY DISTRICT #1 OF BENTON COUNTY AND CITY OF KENNEWICK FOR THE  
2012 – STEPTOE ST./GAGE BLVD. INTERSECTION PROJECT**

BY THIS INTERLOCAL COOPERATIVE AGREEMENT, hereinafter referred to as “Interlocal Agreement”, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, the City of Kennewick, Washington, a municipal corporation, hereinafter referred to as the “City”, and Public Utility District #1 of Benton County, Washington, a municipal corporation of the state of Washington, hereinafter referred to as the “Public Utility District #1” enter into the following agreement:

WHEREAS the City is to upgrade the Steptoe St./Gage Blvd. intersection by constructing dual left turn lanes and dedicated right turn lanes on all approaches as well as providing new signals, luminaire, sidewalks, ADA ramps and retaining walls; and

WHEREAS the City will be impacting the Public Utility District #1’s infrastructure, causing a portion of both their Electrical and Fiber system to be relocated in order to avoid the intersection improvements; and

WHEREAS the work covered under this agreement can be defined by three specific tasks:

1. Relocation of Overhead Electrical transmission poles.
2. Relocation of Underground Fiber lines.
3. Relocation of Underground Electrical power.

WHEREAS there is a mutual benefit to the City and the Public Utility District #1 to cooperate in maintaining and improving their infrastructure while upholding government efficiency; and

WHEREAS the parties hereto are authorized by RCW 39.34.030 to enter into agreements with one another to jointly carry out the powers and authorities of the parties; NOW, THEREFORE IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

Section 1. For relocation of Underground Fiber and Underground Electrical utilities, the Public Utility District #1 shall provide the City with specifications of the Public Utility District #1 part of the project for the Underground Fiber and Underground Electrical relocation, which includes, but is not limited to trench excavation, hole excavation, gravel bedding and backfill for vaults, junction boxes and conduit runs, and landscape restoration work. The work will include furnishing all labor, tools, materials, and equipment required for completion of the improvements as may be necessary in accordance with the specifications, drawings, contract documents, and conditions for the Public Utility District #1’s portion of the project.

Section 2. The City will bid the project so that the cost of the trench, backfill and benching required for the Public Utility District #1's portion of the Underground Fiber relocation and Underground Electrical relocation shall be included in the scope as a separate schedule of the bid, which will be paid for by the P2012 – Steptoe St./Gage Blvd. Intersection Project. Installation of all materials for the Public Utility District #1's portion will be completed by Public Utility District #1 and/or its contractor.

Section 3. The City will bid the City's Project and the Public Utility District #1's schedule together in accordance with the legal bidding requirements of the City, and the City select the lowest responsible bidder for the Projects.

Section 4. The City will provide primary oversight, construction management and inspection to excavate for the Underground Fiber and Underground Electrical infrastructure. The Public Utility District #1 will provide periodic inspections, final inspection, punch list, and approval of the Public Utility District #1's underground infrastructure. The Public Utility District #1 shall provide the City with a written punch list for the Public Utility District #1's Underground Fiber and Underground Electrical infrastructure within 2 working days of completion by the City's contractor. The City shall seek timely completion of the Public Utility District #1's punch list.

Section 5. The City's Project includes, but is not limited to constructing dual left turn lanes and dedicated right turn lanes on all approaches as well as providing new signals, luminaire, sidewalks, ADA ramps and retaining walls at the intersection of Steptoe St. and Gage Blvd. The work will include furnishing all labor, tools, materials, and equipment required for completion of the improvements as may be necessary in accordance with the specifications, drawings, contract documents, and conditions. All material and labor (excluding any trenching, backfill or benching) will be provided by and installed by Public Utility District #1 and/or its contractor for Public Utility District #1's portion of the Underground Fiber and Underground Electrical relocation.

Section 6. Each party shall obtain the necessary permits for their portion of work. The Public Utility District #1 will furnish a copy of its permit to the City.

Section 7. The Public Utility District #1 shall approve trench excavation widths, hole excavation sizes, gravel bedding for the vaults and junction boxes, trench backfill, landscape restoration and sidewalk restoration associated with their Underground Fiber and Underground Electrical relocation work. The Public Utility District #1 shall provide the name and contact information for a Public Utility District #1 representative that has full authority to approve change orders associated with the Project.

Section 8. For the Overhead Electrical transmission pole relocation work performed entirely by the Public Utility District #1, and the remainder of the underground relocation work for the Underground Fiber lines and Underground Electrical power work not performed in the City's P2012 – Steptoe St./Gage Blvd. Intersection Project, the Public Utility District #1 shall invoice the City on a monthly basis as costs are incurred, with a not to exceed amount of **\$160,100.00**.

Section 9. The City will require the successful bidder for the City's Project to conform to Washington law prescribed for Public Works Projects, including the payment of prevailing wage and the submission of the required performance bond.

Section 10. This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by the laws of the State of Washington. Venue of any suit

between the parties arising out of this Agreement shall be the Superior Court for the county of Benton, State of Washington.

Section 11. This Agreement may be changed, modified, or amended only upon written agreement executed by both parties.

Section 12. It is not intended that a separate legal entity shall be established to conduct the cooperative undertaking, nor is the acquiring, or holding, or disposing of real or personal property anticipated. The City of Kennewick is designated as the Administrator of the project.

Section 13. Each party shall defend, indemnify, and hold the other harmless from any claims, damages, causes of action, or judgments arising from, or as a direct result of the negligent or intentional acts of its agents, employees, or officers associated with this Agreement.

Section 14. This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are attached. No other understandings, verbal or otherwise, in regard to the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties.

Section 15. This Agreement shall be effective upon execution by both parties and shall remain in effect until City Council accepts the Project as complete, unless terminated at an earlier date by either party without cause if such party provides 30 days prior written notice to terminate.

Section 16. This interlocal agreement shall be filed as provided by RCW 39.34.

CITY OF KENNEWICK

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST BY:

\_\_\_\_\_  
Terri Wright, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa Beaton, City Attorney

BENTON PUBLIC UTILITY DISTRICT

By:  \_\_\_\_\_  
9DF6EC89804846E...

Title: General Manager

# Council Agenda Coversheet



|                    |                         |              |               |
|--------------------|-------------------------|--------------|---------------|
| Agenda Item Number | 4.i.                    | Council Date | 08/16/2022    |
| Agenda Item Type   | Final Plat              |              |               |
| Subject            | Sherman Heights Phase 1 |              |               |
| Ordinance/Reso #   |                         | Contract #   |               |
| Project #          |                         | Permit #     | SUB-2022-0017 |
| Department         | Planning                |              |               |

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

### Recommendation

That City Council authorize the Mayor (or in his absence Mayor Pro Tem) to sign the Final Plat of Sherman Heights Phase 1, contingent upon payment of fees and bonding for incomplete sidewalk and landscape work.

### Motion for Consideration

In move to authorize the Mayor (or in his absence Mayor Pro Tem) to sign the Final Plat of Sherman Heights Phase 1, contingent upon payment of fees and bonding for incomplete sidewalk and landscape work.

### Summary

An application has been submitted by Hayden Homes, LLC, c/o Brian Thoreson for the Final Plat of Sherman Heights Phase 1. The plat is located at 7114 W Hildebrand Boulevard, with 49 lots and 3 pedestrian pathway tracts on 18.25 acres. The site is zoned Residential, Low Density, with a minimum lot size of 7,500 square feet. The smallest lot is 7,592 square feet, the largest lot is 29,485 square feet and the average size is 13,937 square feet. The Preliminary Plat of Sherman Heights was approved by the hearing examiner on March 22, 2021.

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

### Alternatives

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

### Fiscal Impact

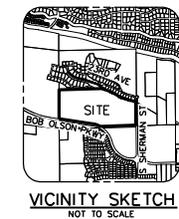
None

|                    |   |
|--------------------|---|
| Through            | Steve Donovan<br>Aug 09, 09:17:14 GMT-0700 2022 |
| Dept Head Approval | Anthony Muai<br>Aug 09, 19:21:59 GMT-0700 2022  |
| City Mgr Approval  | Marie Mosley<br>Aug 11, 16:59:26 GMT-0700 2022  |

Attachments: Final Plat

Recording Required?

THE FINAL PLAT OF  
**SHERMAN HEIGHTS PHASE I**  
 SW 1/4 OF SEC. 08, T.08N., R.29E., W.M.,  
 CITY OF KENNEWICK,  
 BENTON COUNTY, WASHINGTON



- RIGHT-OF-WAY AND EASEMENT NOTES**
- ① = HEREBY DEDICATED RIGHT-OF-WAY
  - ② = EXISTING RIGHT-OF-WAY SHOWN PER SHORT PLAT VOL. 1 PAGE 3488, AF#2016-007168.
  - ③ = HEREBY DEDICATED PUBLIC SIDEWALK, IRRIGATION AND UTILITY EASEMENT
  - ④ = HEREBY DEDICATED UTILITY EASEMENT
  - ⑤ = HEREBY DEDICATED PRIVATE ACCESS EASEMENT
  - ⑥ = HEREBY DEDICATED NO ACCESS EASEMENT
  - ⑦ = HEREBY DEDICATED TEMPORARY TURNAROUND EASEMENT TO BE RELINQUISHED BY FUTURE ROAD EXTENSION.
  - ⑧ = EXISTING PUBLIC SIDEWALK, IRRIGATION AND UTILITY EASEMENT PER SHORT PLAT VOL. 1 PAGE 3488AF#2016-007168.
  - ⑨ = EXISTING UTILITY EASEMENT PER SHORT PLAT VOL. 1 PAGE 2693, AF#2003-002681.
  - ⑩ = EXISTING ROAD (HILDERBRAND RD) RIGHT-OF-WAY PER SHORT PLAT VOL. 1 PAGE 2693, AF#2003-002681.
  - ⑪ = AMON PUMP LATERAL PER SHORT PLAT VOL. 1 PAGE 2693, AF#2003-002681.
  - ⑫ = EXISTING UTILITY EASEMENT AF#2012-007466; 2012-007465
  - ⑬ = EXISTING PUD EASEMENT PER SHORT PLAT VOL. 1 PAGE 3488, AF#2016-007168.
  - ⑭ = EXISTING PUD EASEMENT PER SHORT PLAT AF#390269
  - ⑮ = VACATED RIGHT-OF-WAY AF#2022-003636
  - ⑯ = EXISTING PUD EASEMENT AF#2013-028064

**SURVEYOR'S CERTIFICATE:**  
 I, DEREK C INGALSBIE, A LICENSED LAND SURVEYOR IN THE STATE OF WASHINGTON, HEREBY CERTIFY THAT THE PLAT OF "SHERMAN HEIGHTS PHASE I", AS SHOWN HEREON, IS BASED ON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED, AND THAT ALL COURSES AND DISTANCES ARE CORRECTLY SHOWN, AND THAT SAID PLAT IS STAKED ON THE GROUND AS INDICATED HEREON.



DEREK C INGALSBIE LS46886 DATE \_\_\_\_\_

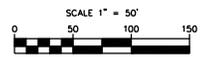
**INDEX**

| 1/4 | SEC | T.  | R. |
|-----|-----|-----|----|
| 08  | 08N | 29E |    |

- LEGEND**
- = SET 5/8" REBAR W/ BLUE PLASTIC CAP MARKED "STRATTON D3 46886"
  - = FOUND AS INDICATED
  - B.O.B. = BASIS OF BEARING
  - OS/IS = NOT FOUND OR SET
  - ⊙ = FOUND MONUMENT AS INDICATED
  - [###] = ADDRESSES
  - = EASEMENT
  - = PROPERTY BOUNDARY
  - = CENTERLINE

**AUDITOR'S CERTIFICATE**  
 FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ AT \_\_\_\_\_ MINUTES PAST \_\_\_\_\_ M., AND RECORDED IN VOLUME \_\_\_\_\_ OF PLATS PAGE \_\_\_\_\_ AT THE REQUEST OF DEREK C INGALSBIE, P.L.S.

BENTON COUNTY AUDITOR  
 DEPUTY \_\_\_\_\_ FEE NO. \_\_\_\_\_



BASIS OF BEARING  
 WA STATE GRID  
 SOUTH ZONE NAD 83(2011)

EQUIPMENT USED  
 A THREE-SECOND TOTAL STATION  
 SPECTRA PRECISION RTK GPS

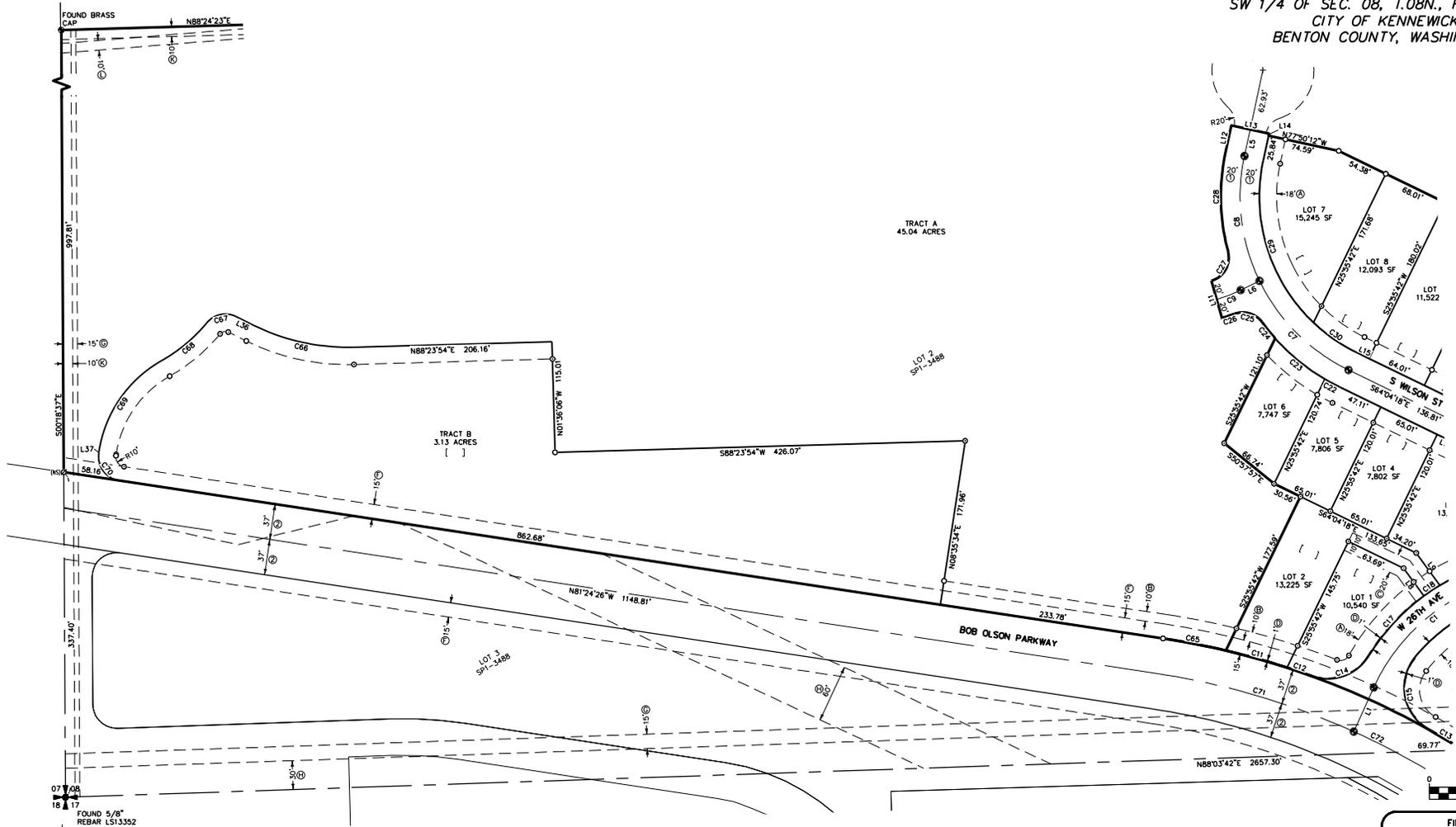
**FINAL PLAT FOR**

**HAYDEN HOMES**

**STRATTON SURVEYING & MAPPING P.C.**  
 313 NORTH MORAIN STREET  
 KENNEWICK, WA 99336  
 (509) 735-7364  
 FAX: (509) 735-6560  
 www.strattonsurvey.com

5866P1.DWG © 2022  
 DATE: 04/08/22 SHEET: 1 OF 4  
 DRAWN BY: DCI JOB # 5866

THE FINAL PLAT OF  
*SHERMAN HEIGHTS PHASE 1*  
 SW 1/4 OF SEC. 08, T.08N., R.29E., W.M.,  
 CITY OF KENNEWICK,  
 BENTON COUNTY, WASHINGTON



SCALE 1" = 50'  
 0 50 100 150



**AUDITOR'S CERTIFICATE**

FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
 20\_\_\_\_ AT \_\_\_\_\_ MINUTES PAST \_\_\_\_\_  
 \_\_\_\_\_ M., AND RECORDED IN VOLUME \_\_\_\_\_ OF  
 PLATS PAGE \_\_\_\_\_, AT THE REQUEST OF  
 DEREK C. INGALSBEE, P.L.S.

BENTON COUNTY AUDITOR  
 DEPUTY \_\_\_\_\_ FEE NO. \_\_\_\_\_

FINAL PLAT FOR  
**HAYDEN HOMES**

**STRATTON SURVEYING & MAPPING P.C.**  
 313 NORTH MORAIN STREET  
 KENNEWICK, WA 98336  
 (509) 735-7364  
 FAX: (509) 735-6560  
 www.strattonsurvey.com

|                |             |
|----------------|-------------|
| 5866FPL.DWG    | © 2022      |
| DATE: 04/08/22 | SHT. 2 OF 4 |
| DRAWN BY: DCI  | JOB # 5866  |



**DESCRIPTION**

LOT 2, SHORT PLAT NO. 3488, ACCORDING TO THE SHORT PLAT THEREOF RECORDED MARCH 17, 2016, IN VOLUME 1 OF SHORT PLATS, PAGE 3488, UNDER AUDITOR'S FILE NO. 2016-007168, RECORDS OF BENTON COUNTY, WASHINGTON.

TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS, OF RECORD AND IN VIEW.

**DEDICATION**

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE TRACT OF LAND DESCRIBED HEREON AND THAT WE HAVE CAUSED SAID LAND TO BE SURVEYED AND PLATTED INTO LOTS AND TRACTS AND THAT ALL STREETS, ROAD RIGHTS-OF-WAY, UTILITY EASEMENTS, SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC AND THAT THIS SUBDIVISION SHALL HEREAFTER BE KNOWN AND DESIGNATED BY THE NAME SHERMAN HEIGHTS PHASE 1.

HAYDEN HOMES, LLC

SIGNED \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT \_\_\_\_\_ IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE/SHE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE \_\_\_\_\_ OF \_\_\_\_\_ TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: \_\_\_\_\_

PRINTED NOTARY PUBLIC \_\_\_\_\_

SIGNED NOTARY PUBLIC \_\_\_\_\_ MY APPOINTMENT EXPIRES \_\_\_\_\_



NOTARY STAMP  
BLACK INK ONLY

**HORIZONTAL CONTROL**

WASHINGTON STATE SOUTH ZONE, US SURVEY FEET, NAD 83(2011) PER THE CITY OF KENNEWICK GPS CONTROL MAP. GPS TIES WERE MADE TO K0937 AND K1003 CONTROL POINTS AND PROJECTED TO GROUND AT POINT K1003.

GROUND DISTANCES ARE SHOWN HEREON.

**SURVEYOR NOTES**

1. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY STRATTON SURVEYING AND MAPPING P.C. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND TITLE OF RECORD SEE SUBDIVISION GUARANTEE, PREPARED BY FRONTIER TITLE & ESCROW COMPANY, ORDER NUMBER 20-5763B, DATED 11/04/2020, OF WHICH WAS RELIED UPON TO PLOT SAID ITEMS.

2. STRATTON SURVEYING AND MAPPING MAKES NO WARRANTIES AS TO MATTERS OF UNWRITTEN TITLE, SUCH AS, ADVERSE POSSESSION, ACQUESCENCE, ESTOPPEL, ETC.

**CITY REQUIRED NOTES**

1. TRANSPORTATION AND PARK IMPACT FEES ARE PAYABLE AT TIME OF BUILDING PERMIT.

THE FINAL PLAT OF  
*SHERMAN HEIGHTS PHASE 1*  
SW 1/4 OF SEC. 08, T.08N., R.29E., W.M.,  
CITY OF KENNEWICK,  
BENTON COUNTY, WASHINGTON

**IRRIGATION**

KID APPROVAL SIGNATURE BLOCK - IRRIGABLE PARCELS

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

KENNEWICK IRRIGATION DISTRICT \_\_\_\_\_ DATE \_\_\_\_\_

**APPROVALS**

THE PLAT "SHERMAN HEIGHTS PHASE 1" IS HEREBY APPROVED BY AND FOR THE CITY OF KENNEWICK, STATE OF WASHINGTON.

CITY OF KENNEWICK PLAT ADMINISTRATOR \_\_\_\_\_ DATE \_\_\_\_\_  
FILE NO. FP \_\_\_\_\_ / PLN-20-\_\_\_\_ PARCEL NO. 108893013488002

KENNEWICK CITY ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

MAYOR, CITY OF KENNEWICK \_\_\_\_\_ DATE \_\_\_\_\_

CITY CLERK \_\_\_\_\_ DATE \_\_\_\_\_

THE UTILITY EASEMENTS SHOWN HEREON ARE HEREBY APPROVED BY CASCADE NATURAL GAS.

CASCADE NATURAL GAS \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

THE UTILITY EASEMENTS SHOWN HEREON ARE HEREBY APPROVED BY ZIPLY.

ZIPLY \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

THE UTILITY EASEMENTS SHOWN HEREON ARE HEREBY APPROVED BY SPECTRUM.

SPECTRUM \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

THE UTILITY EASEMENTS SHOWN HEREON ARE HEREBY APPROVED BY BENTON P.U.D. No. 1

BENTON P.U.D. No. 1 \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

**TREASURERS CERTIFICATE**

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR \_\_\_\_\_ A.D. PARCEL NO. 108893013488002

BENTON COUNTY TREASURER \_\_\_\_\_ DATE \_\_\_\_\_

BENTON COUNTY ASSESSOR \_\_\_\_\_ DATE \_\_\_\_\_



**AUDITOR'S CERTIFICATE**

FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ AT \_\_\_\_\_ MINUTES PAST \_\_\_\_\_ M., AND RECORDED IN VOLUME \_\_\_\_\_ OF PLATS PAGE \_\_\_\_\_, AT THE REQUEST OF DEREK C INGALSBEE, P.L.S.

BENTON COUNTY AUDITOR \_\_\_\_\_

DEPUTY \_\_\_\_\_ FEE NO. \_\_\_\_\_

FINAL PLAT FOR

HAYDEN HOMES

STRATTON SURVEYING & MAPPING P.C.  
313 NORTH MORAIN STREET  
KENNEWICK, WA 98536  
(509) 735-7364  
FAX: (509) 735-6560  
www.strattonsurvey.com

5866P1.DWG © 2022

DATE: 04/08/22 SHEET 4 OF 4

DRAWN BY: DCI JOB # 5866

# Council Agenda Coversheet



|                    |                             |              |            |
|--------------------|-----------------------------|--------------|------------|
| Agenda Item Number | 4.j.                        | Council Date | 08/16/2022 |
| Agenda Item Type   | Contract/Agreement/Lease    |              |            |
| Subject            | NW HIDTA Fiduciary Contract |              |            |
| 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 City Council authorize the City Manager to sign a service agreement with one additional Northwest High Intensity Drug Trafficking Area (HIDTA) contractor.

### Motion for Consideration

I move to authorize the City Manager to sign the Northwest HIDTA contractor agreement for Intelligence Analyst services.

### Summary

As a Fiduciary for the Northwest HIDTA program, the City's responsibilities primarily consist of administrative duties, including required reporting to the federal government and acting as a pass-through for federal funds to the program's contracted staff. As part of it's administrative duties, the City is required to enter into separate agreements with the program's contractors, along with Northwest HIDTA. The City has approved eight service contracts for 2022, and Northwest HIDTA has requested one additional contract for an Intelligence Analyst. The agreement includes a scope of services to be performed, as well as the compensation the contractor will receive for the remaining contract period in 2022. The funding for all contractor payments made by the City in the fiduciary role will be reimbursed through a federal award.

### Alternatives

None recommended.

### Fiscal Impact

The proposed contractor agreement does not have a fiscal impact to the City of Kennewick. All compensation and reimbursements authorized under the agreement will be reimbursed to the City through a federal HIDTA grant.

|                    |  |
|--------------------|--|
| Through            | Denise Winters<br>Aug 05, 11:17:51 GMT-0700 2022 |
| Dept Head Approval | Dan Legard<br>Aug 10, 13:31:33 GMT-0700 2022     |
| City Mgr Approval  | Marie Mosley<br>Aug 11, 17:04:00 GMT-0700 2022   |

Attachments: Agreement

Recording Required?

CONTRACTOR: Gabriel Velasco  
AGENCY: City of Kennewick  
PROJECT: Northwest HIDTA Intelligence Analyst  
AMOUNT: \$33,756.58  
FUND SOURCE: High Intensity Drug Trafficking Area Grant  
DURATION: August 15, 2022 through December 31, 2022

## **AGREEMENT FOR NORTHWEST HIDTA INTELLIGENCE ANALYST SERVICES**

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

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

### **1. SCOPE OF SERVICES TO BE PROVIDED BY CONTRACTOR.**

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

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

- 1.8 Preparing and documenting analytical findings in investigative reports;
- 1.9 Using investigative and analytical tools, word processing, graphics, and spreadsheet software to produce reports, presentations, and special projects;
- 1.10 Completing special projects and performing other related analytical and research duties as required;
- 1.11 Testifying in criminal prosecutions as needed;
- 1.12 Traveling at government expense as needed;
- 1.13 Reporting directly to the ISC manager; and
- 1.14 Performing other duties as directed by competent authority.

**2. TIME OF PERFORMANCE.**

This Agreement shall govern services rendered beginning August 15, 2022, and ending December 31, 2022, unless this Agreement is terminated earlier as provided in Section 11.

**3. INDEPENDENT CONTRACTOR.**

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

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

**4. CONDITIONS OF EMPLOYMENT.**

Employment is contingent on the qualification for and maintenance of a National Security Clearance at the appropriate level, with the minimum level required being secret.

**5. COMPENSATION.**

This Agreement, particularly the payment by the City to the Contractor of a salary and travel reimbursement, is contingent on funding by a Grant/Award and made available through ONDCP. Provided sufficient funding is available, the City will pay the Contractor a total salary of \$33,756.58 for the services provided under this Agreement. Payment will be made in nine (9) substantially equal, semi-monthly installments. In addition to this salary, and provided sufficient funding is available, the City will reimburse the Contractor for necessary travel expenses incurred during the performance of the Agreement.

**6. OWNERSHIP.**

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

**7. CHANGES.**

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

**8. REVIEW AND APPROVAL.**

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

**9. HOLD HARMLESS AND INDEMNIFICATION.**

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

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

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

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

**10. COMPLIANCE WITH LAWS.**

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

**11. TERMINATION.**

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

11.2 HIDTA may terminate this Agreement upon thirty (30) days written notice to the Contractor for any other reason or no reason. In that event, the City shall pay the Contractor only for services provided. A final, pro-rata payment shall be made in accordance with Section 5 of this Agreement.

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

**12. NON-ASSIGNMENT.**

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

**13. CONFLICTS BETWEEN ATTACHMENTS AND TEXT.**

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

**14. GOVERNING LAW AND STIPULATION OF VENUE.**

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

**15. SEVERABILITY.**

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

**16. INTEGRATION.**

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

**17. NON-DISCRIMINATION.**

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

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

**18. ENTIRE AGREEMENT.**

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

**19. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY.**

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

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

**CONTRACTOR**

\_\_\_\_\_  
GABRIEL VELASCO

\_\_\_\_\_  
Date

**CITY OF KENNEWICK**

\_\_\_\_\_  
MARIE E. MOSLEY, City Manager

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
LISA BEATON, City Attorney

\_\_\_\_\_  
Date

**EXECUTION APPROVED BY NORTHWEST HIDTA EXECUTIVE BOARD**

\_\_\_\_\_  
CHRIS GUERRERO, Executive Board Chair

\_\_\_\_\_  
Date

|   |                    |   |              |            |                |                                     |                          |
|---|--------------------|---|--------------|------------|----------------|-------------------------------------|--------------------------|
| <b>Council Agenda Coversheet</b>  | Agenda Item Number | 4.k.  | Council Date | 08/16/2022 | Consent Agenda | <input checked="" type="checkbox"/> |                          |
|   | Agenda Item Type   | Contract/Agreement/Lease                          |              |            |                | Ordinance/Reso                      | <input type="checkbox"/> |
|  | Subject            | Three Rivers Entertainment District P&S Agreement |              |            |                | Public Mtg / Hrg                    | <input type="checkbox"/> |
|   | Ordinance/Reso #   |   | Contract #   |            | Other          | <input type="checkbox"/>            |                          |
|   | Project #          |   | Permit #     |            | Quasi-Judicial | <input type="checkbox"/>            |                          |
|   | Department         | City Attorney                                     |              |            |                |                                     |                          |

**Recommendation**

Authorize the Mayor to sign the Addendum #4 amending the Purchase and Sale Agreement between the City of Kennewick and A1 Pearl Development Group, LLC.

**Motion for Consideration**

I move to authorize the Mayor to sign the Addendum #4 amending the Purchase and Sale Agreement between the City of Kennewick and A1 Pearl Development Group, LLC.

**Summary**

On September 3, 2019 the City and A1 Pearl Development Group, LLC entered into a Purchase and Sale Agreement for City property adjacent to the Three Rivers Convention Center for the purposes of a public private project to expand the convention center and construct a second hotel connected to the expansion. The PSA was amended on December 17, 2019 to reflect the name change for the Purchaser, A-1 Pearl, LLC. At that time, the parties did not anticipate the impacts of COVID-19 and the shutdown of the state's economy due to the Governor's emergency orders as well as the shutdown of numerous states throughout the country. The continued restrictions on travel, large event gatherings and the downturn in the economy made it challenging for A-1 Pearl to obtain investors for the private portion of the project as contemplated in the Purchase and Sale Agreement. As a result, the parties have agreed to additional amendments to address these challenges. On July 21, 2020 the parties approved Addendum No. 2 which amended the PSA by extending the due diligence, inspection and financing deadlines for both parties by 24 months. The PSA as amended gives the City until September 3, 2022 to secure financing for the public portion of the project and the Purchaser until September 3, 2023 to secure financing for the private portion and complete its due diligence to proceed to closing. On June 23, 2021 the parties approved Addendum No. 3 whereby the City agreed to defer construction of the 40,000 square foot commercial/retail structure on Parcel A, so long as uses compatible with the entertainment and convention complexes are constructed on Parcel A in the future. Since Addendum No. 3 was executed there has been a significant increase in inflation, supply chain disruptions and an increase in fuel costs. These factors have resulted in volatility and uncertainty in pricing for construction, and as such the City has requested a twelve month extension to obtain revised cost estimates for the public portion of the project and to prepare a financing plan. The Purchaser is in agreement with this request. Staff recommends council approve Addendum No. 4 to the PSA. The Addendum extends the City's deadline to September 3, 2023 and provides additional clarity by defining what "securing financing" means for the City.

**Alternatives**

None

**Fiscal Impact**

None

|                    |  |   |
|--------------------|--|---|
| Through            | Kristi Johnson<br>Aug 05, 15:49:59 GMT-0700 2022 | Attachments: Addendum No. 4<br><input type="checkbox"/> Recording Required? |
| Dept Head Approval | Lisa Beaton<br>Aug 05, 16:14:45 GMT-0700 2022    |   |
| City Mgr Approval  | Marie Mosley<br>Aug 11, 17:11:35 GMT-0700 2022   |   |

ADDENDUM NO. 4 AMENDING  
PURCHASE AND SALE AGREEMENT  
BETWEEN  
THE CITY OF KENNEWICK  
AND  
A1 PEARL DEVELOPMENT GROUP, LLC

THIS MODIFICATION TO THE PURCHASE AND SALE AGREEMENT for City property adjacent to the Three Rivers Convention Center is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the CITY OF KENNEWICK, a Washington municipal corporation, hereinafter referred to as “City”, and A1 PEARL DEVELOPMENT GROUP, L.L.C., a Washington Limited Liability Company, hereinafter referred to as “Purchaser.”

WHEREAS, the current Purchase and Sale Agreement between the City and Purchaser was executed on September 3, 2019; and

WHEREAS, on December 17, 2019 the parties executed Addendum No. 1 which amended the Purchase and Sale Agreement to change the purchaser from A-1 Pearl, LLC to A-1 Pearl Development Group, LLC; and

WHEREAS, at the time the agreement was executed the parties did not anticipate the impacts of COVID-19 and the shutdown of the state’s economy due to the Governor’s Stay Home Stay Healthy emergency orders as well as the shutdown of numerous states throughout the country; and

WHEREAS, as a result of the shutdown the tourist and convention industry, as well as all private business and municipal government experienced revenue loss; and

WHEREAS, on July 21, 2020 the parties executed Addendum No. 2 which further amended the Purchase and Sale Agreement by extending the due diligence, inspection and financing deadlines for both parties by 24 months; and

WHEREAS, the Purchase and Sale Agreement as amended by Addendum No. 2 gives the Seller until September 3, 2022 to secure financing for the public portion of the project and the Purchaser has until September 3, 2023 to secure financing for the private portion and complete its due diligence to proceed to closing; and

WHEREAS, the parties amended the Purchase and Sale Agreement on June 23, 2021 through the adoption of Addendum No. 3 whereby the Seller agreed to defer construction of the 40,000 square foot commercial/retail structure on Parcel A, so long as only uses complimentary and compatible with the entertainment and convention complexes are constructed on Parcel A in the future; and

WHEREAS, the parties acknowledge that since Addendum No. 3 was executed there has been an increase in inflation, supply chain disruptions and an increase in fuel costs, which have resulted in volatility and uncertainty in the pricing for construction, and as such the Seller has requested a twelve month extension to obtain revised cost estimates for the public portion of the project and additional time to create a financing plan for the project; and

WHEREAS, the Purchaser agrees this amendment of the Purchase and Sale Agreement is warranted,

NOW THEREFORE,

IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, it is agreed as follows:

**Section 1.** Amendment Section 3 “Conditions for Closing”:

- (a) Starting with the second sentence of Paragraph (b) of Section 3(b), this section is hereby amended to state, “the parties agree that if Seller does not secure financing for the public portion of the project within 48 months of the execution of this Agreement, and Purchaser elects to purchase Parcel A, the Purchaser may construct a retail structure and the required parking first and delay construction of the hotel facility until such time as the Seller secures its financing for the Convention Center expansion. The parties agree that if Parcel A is sold to Purchaser without the Seller securing financing for the public portion of the project prior to closing, Parcel A will be conveyed subject to a deed restriction limiting the use of the property to only the hotel connected to the future expansion of the Convention Center, and a commercial retail structure designed for commercial uses supporting the Convention Center as described herein, and the required parking as depicted in Exhibit C.”
- (b) Paragraph (b) of Section 3(b) is further amended with the addition of the following provision;
  - (i) Seller may demonstrate that it has secured financing for the public project by taking the following formal actions; (1) Passing an ordinance providing authority to the City Manager to issue debt for the City of Kennewick to finance the expansion of the Three Rivers Convention Center and setting parameters with respect to the final terms for the debt issuance, and/or (2) Approving a resolution or ordinance authorizing the Kennewick Public Facilities District to issue debt for the project.

**Section 2.** All other terms and conditions contained in the Purchase and Sale Agreement dated September 3, 2019, as Amended on December 17, 2019 by Addendum No. 1, as Amended on July 21, 2020 by Addendum No. 2, and as amended on June 23, 2021 by Addendum No. 3 not





# Council Agenda Coversheet



|                    |                        |              |            |
|--------------------|------------------------|--------------|------------|
| Agenda Item Number | 4.I.                   | Council Date | 08/16/2022 |
| Agenda Item Type   | Boards and Commissions |              |            |
| Subject            | TPA Commission         |              |            |
| Ordinance/Reso #   |                        | Contract #   |            |
| Project #          |                        | Permit #     |            |
| Department         | City Manager           |              |            |

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

### Recommendation

That Council accept the recommendation of the Tri-Cities Hotel & Lodging Association to reappoint Mark Blotz to serve a 2-year term as Kennewick's representative on the Tri-City Regional Hotel-Motel Commission.

### Motion for Consideration

I move to accept the recommendation of the Tri-Cities Hotel & Lodging Association to reappoint Mark Blotz to serve a 2-year term as Kennewick's representative on the Tri-City Regional Hotel-Motel Commission.

### Summary

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

Attached is a letter from the Hotel & Lodging Association to the City of Kennewick recommending we re-appoint Mark Blotz from Clover Island Inn to a 2-year term to serve as one of the representatives for the City of Kennewick on the Commission. This 2-year term will begin September 1, 2022 and expire on August 31, 2024. Jared Kildall, Best Western Plus Kennewick Inn was selected as an alternative candidate.

### Alternatives

None recommended.

### Fiscal Impact

N/A

Through

Terri Wright  
Aug 10, 17:27:52 GMT-0700 2022

Dept Head Approval

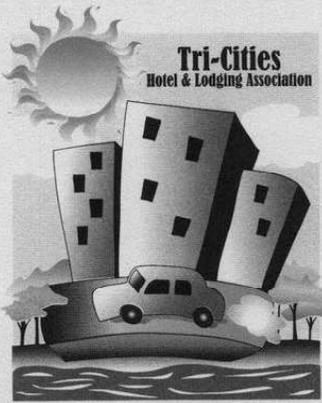
City Mgr Approval

Marie Mosley  
Aug 11, 17:35:21 GMT-0700 2022

Attachments:

Letter

Recording Required?



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

August 1, 2022

Ms. Marie Mosely  
City of Kennewick  
210 W 6<sup>th</sup> Avenue  
Kennewick, WA 99336

Ms. Marie Mosley:

This letter is in reference to the Tri-City Regional Hotel-Motel Commission Commissioner position currently held by Mr. Mark Blotz with the Clover Island Inn in Kennewick. Mr. Blotz's term expires on August 31, 2022 and he is eligible for re-election.

Mark Blotz has been selected by the Tri-Cities Hotel and Lodging Association as the preferred candidate to serve as the Commissioner to represent the City of Kennewick for a two-year term, which will expire on August 31, 2024. Jared Kildall, Best Western Plus Kennewick Inn was selected as an alternative candidate.

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: Kim Shugart – Senior Vice President Visit Tri-Cities

# Council Agenda Coversheet



|                    |                                    |              |               |
|--------------------|------------------------------------|--------------|---------------|
| Agenda Item Number | 6.a.                               | Council Date | 08/16/2022    |
| Agenda Item Type   | Ordinance                          |              |               |
| Subject            | ROW Vacation 6750 & 6830 W 36th PI |              |               |
| Ordinance/Reso #   | 5986                               | Contract #   |               |
| Project #          |                                    | Permit #     | ENG-2022-6847 |
| Department         | Public Works                       |              |               |

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

### Recommendation

Staff recommends vacation of public right-of-way at 6750 and 6830 West 36th Place.

### Motion for Consideration

I move to adopt Ordinance 5986.

### Summary

At the July 19, 2022 Council meeting, the date of August 16, 2022 was set for a public hearing, and all conditions of proper notice have been fulfilled.

Aqtera Engineering on behalf of The Village At Southridge Homeowners Association and Southridge Village LLC, is requesting the vacation of a portion 26' x 522' of unimproved Ridgeline Drive together with a portion of the 70 foot radius reserved for future right of way for a round-about.

The platting of Apple Valley Estates eliminated the potential of extending Ridgeline Drive making this portion being requested to be vacated no longer needed. Staff has also determined that a round-about is no longer needed at this intersection with the vacation of Ridgeline Drive to the west.

Affected City Utility companies and City Staff have reviewed the request and have no objection to the proposed vacation. Kennewick Irrigation District is requesting the City retain an easement in their favor for an irrigation pump station.

### Alternatives

None recommended.

### Fiscal Impact

None.

|                    |  |
|--------------------|--|
| Through            | John Cowling<br>Aug 01, 12:25:15 GMT-0700 2022 |
| Dept Head Approval | Cary Roe<br>Aug 08, 09:45:42 GMT-0700 2022     |
| City Mgr Approval  | Marie Mosley<br>Aug 12, 12:41:30 GMT-0700 2022 |

Attachments:  Ordinance  Map

Recording Required?

When recorded, return to:

Kennewick City Clerk  
P. O. Box 6108  
Kennewick, WA 99336

CITY OF KENNEWICK  
ORDINANCE NO. 5986

AN ORDINANCE RELATING TO VACATION OF STREET RIGHT-OF-WAY  
ON A PORTION OF PUBLIC RIGHT-OF-WAY ABUTTING 6750 AND 6830  
WEST 36TH PLACE

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

WHEREAS, the City Council of the City of Kennewick, Washington, by Resolution No. 22-16 initiated proceedings to vacate a portion of right-of-way abutting 6750 And 6830 West 36th Place and by said resolution fixed the 16th day of August, 2022, at 6:30 p.m. at Kennewick City Hall as the time when the vacation of a portion of right-of-way abutting 6750 And 6830 West 36th Place should be heard and determined, and notice of such hearing was given as required by law; and

WHEREAS, such hearing was duly held at the time and place appointed by resolution and objections to said resolution were heard and considered by the City Council, and the City Council having determined to make said vacation; and

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

**Section 1.** That portion of street right-of-way described as follows:

**Parcels 1-1789-410-0001-000 And 1-1789-410-0002-000**

Portion of Ridgeline Drive to be vacated:

THAT PORTION OF RIDGELINE DRIVE, LYING WITHIN THE NORTHEAST  
QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 8  
NORTH, RANGE 29 EAST, W.M. DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TRACT B, THE VILLAGE AT SOUTHRIDGE PHASE 2, AS RECORDED IN VOLUME 15 OF PLATS, AT PAGE 643, UNDER AUDITOR'S FILE NUMBER 2019-017936, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE NORTH 88°47'16" EAST ALONG THE NORTH LINES OF TRACTS A AND B OF SAID PLAT A DISTANCE OF 510.97 FEET TO A THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY LINE THROUGH A CENTRAL ANGLE OF 20°03'49" A DISTANCE OF 10.51 FEET; THENCE LEAVING SAID ARC, NORTH 00°37'26" WEST A DISTANCE OF 27.82 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER WHICH IS 46.00 FEET WESTERLY FROM THE CENTER OF SAID SECTION; THENCE SOUTH 88°47'16" WEST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 521.55 FEET; THENCE SOUTH 01°12'44" EAST A DISTANCE OF 26.00 FEET TO THE POINT OF BEGINNING AND THE END OF THIS DESCRIPTION.

TOGETHER WITH ANY PORTION OF THE 70.00 RADIUS RESERVED FOR FUTURE RIGHT OF WAY AS SHOWN ON SAID VILLAGE AT SOUTHRIDGE PHASE 2, LYING WITHIN TRACT A AND WITHIN THE ABOVE DESCRIPTION.

**Section 2.** The City retains an Irrigation Easement in favor of Kennewick Irrigation District in, on under and over a portion of land vacated in Section 1 of this ordinance for access, construction, installation, replacement, repair, expansion, improvement, removal, operation and maintenance of an irrigation facilities and appurtenances as described in attached Exhibit A and depicted on Exhibit A-1.

**Section 3. Findings of Fact.**

1. The vacation has been approved by affected utility companies.
2. The vacation has been approved by City staff.
3. No abutting property owners object to this vacation.

**Section 4.** This ordinance shall be in full force and effect five days from and after its passage and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 16<sup>th</sup> day of August, 2022, and signed in authentication of its passage this 16<sup>th</sup> day of August, 2022.

Attest:

\_\_\_\_\_  
W.D. MCKAY, Mayor

\_\_\_\_\_  
TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5986 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington this 17<sup>th</sup> day of August, 2022.

Approved as to Form:

\_\_\_\_\_  
LISA BEATON, City Attorney

\_\_\_\_\_  
TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION: \_\_\_\_\_

# EXHIBIT ' A '

## LEGAL DESCRIPTION

### IRRIGATION FACILITIES EASEMENT

THAT PORTION OF RIDGELINE DRIVE, LYING WITHIN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M. DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHWEST CORNER OF TRACT B, THE VILLAGE AT SOUTHRIDGE PHASE 2, AS RECORDED IN VOLUME 15 OF PLATS, AT PAGE 643, UNDER AUDITOR'S FILE NUMBER 2019-017936, RECORDS OF BENTON COUNTY, WASHINGTON;

THENCE NORTH 88°47'16" EAST ALONG THE NORTH LINES OF TRACTS A AND B OF SAID PLAT A DISTANCE OF 510.97 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 30.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY LINE THROUGH A CENTRAL ANGLE OF 20°03'49" A DISTANCE OF 10.51 FEET;

THENCE LEAVING SAID ARC, NORTH 00°37'26" WEST A DISTANCE OF 27.82 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER WHICH IS 46.00 FEET WESTERLY FROM THE CENTER OF SAID SECTION;

THENCE SOUTH 88°47'16" WEST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 521.55 FEET;

THENCE SOUTH 01°12'44" EAST A DISTANCE OF 26.00 FEET TO THE **POINT OF BEGINNING**;

**EXCEPT** THAT PORTION THEREOF LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

**COMMENCING** AT THE NORTHWEST CORNER OF SAID TRACT B;

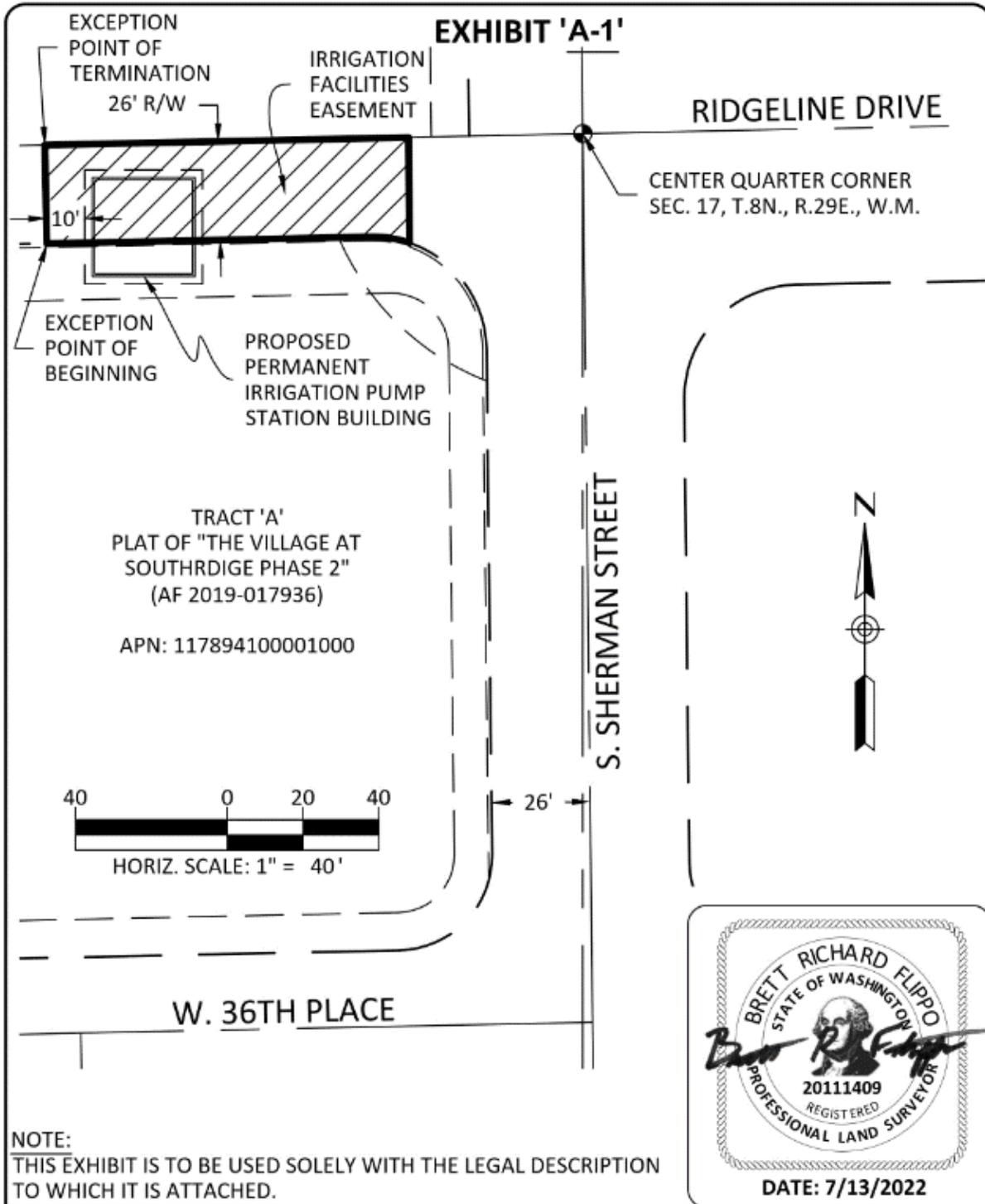
THENCE NORTH 88°47'16" EAST, 267.35 FEET ALONG THE NORTH LINE OF SAID TRACT B TO THE NORTHWEST CORNER OF SAID TRACT A, BEING MARKED BY A FOUND REBAR WITH YELLOW PLASTIC CAP STAMPED "AHBL LS 38480";

THENCE CONTINUING NORTH 88°47'16" EAST ALONG THE NORTH LINE OF SAID TRACT A, 158.41 FEET TO THE **POINT OF BEGINNING**;

THENCE LEAVING SAID NORTH LINE OF TRACT A NORTH 01°12'44" WEST, 26.00 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER AND THE **POINT OF TERMINATION** OF SAID DESCRIBED LINE.

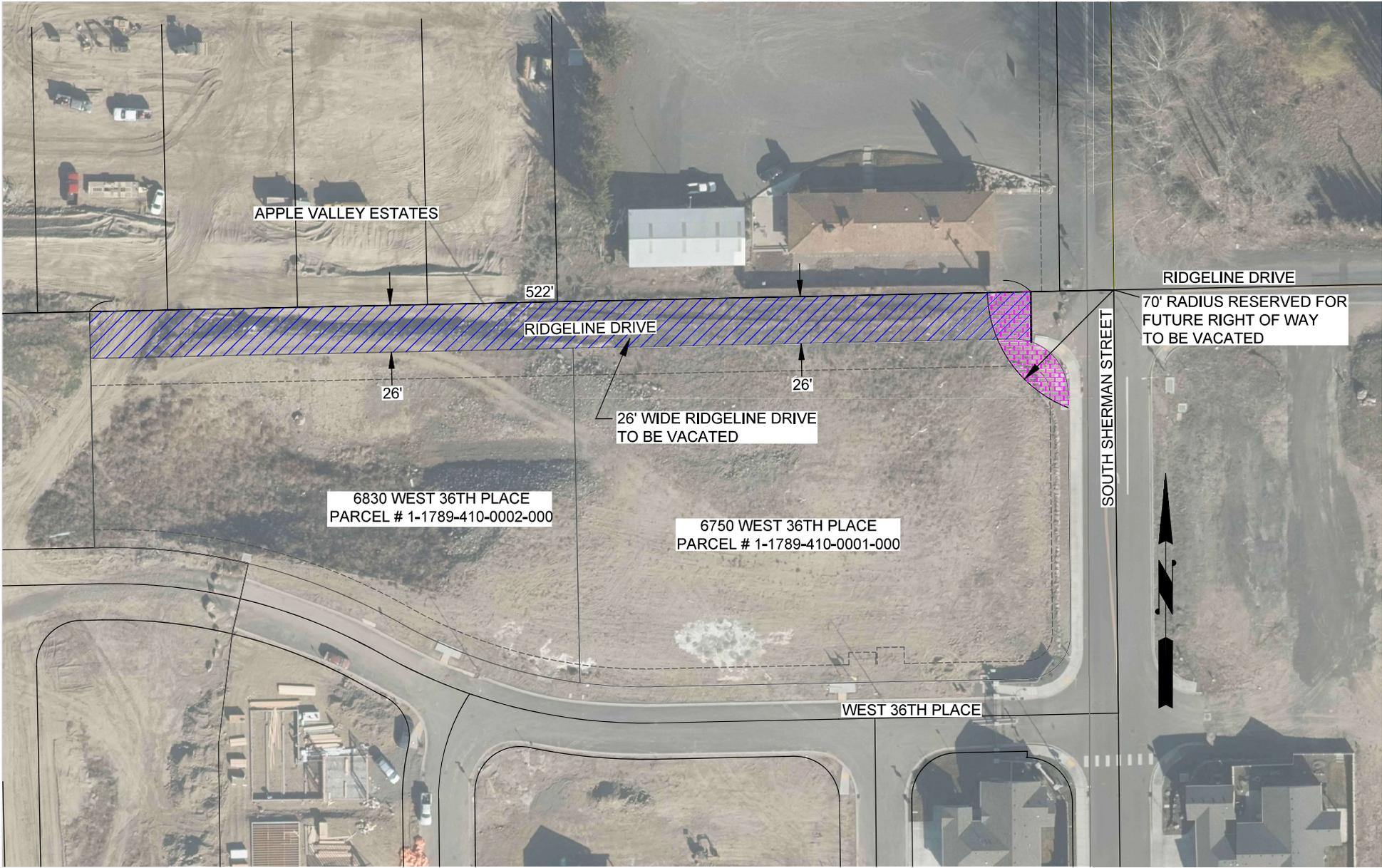


DATE: 7/13/2022



**DATE: 7/13/2022**

|  |                  |
|--|------------------|
| <b>KENNEWICK IRRIGATION DISTRICT</b>                   | DATE: 7/13/2022  |
| <b>EXHIBIT MAP</b>                                     | DRN. BY: BRF     |
| <b>IRRIGATION FACILITIES EASEMENT</b>                  | REV: 2           |
| <b>NE 1/4 SW 1/4, SEC. 17, T. 8 N., R. 29 E., W.M.</b> | SHEET NO: 1 OF 1 |



APPLE VALLEY ESTATES

522'

RIDGELINE DRIVE

26'

26' WIDE RIDGELINE DRIVE  
TO BE VACATED

26'

6830 WEST 36TH PLACE  
PARCEL # 1-1789-410-0002-000

6750 WEST 36TH PLACE  
PARCEL # 1-1789-410-0001-000

RIDGELINE DRIVE

70' RADIUS RESERVED FOR  
FUTURE RIGHT OF WAY  
TO BE VACATED

SOUTH SHERMAN STREET

WEST 36TH PLACE



|   |                    |  |              |            |                  |                                     |
|---|--------------------|--|--------------|------------|------------------|-------------------------------------|
| <b>Council Agenda Coversheet</b>  | Agenda Item Number | 6.b.   | Council Date | 08/16/2022 | Consent Agenda   | <input type="checkbox"/>            |
|   | Agenda Item Type   | Public Hearing                                 |              |            | Ordinance/Reso   | <input type="checkbox"/>            |
|  | Subject            | CDBG 2019, 2020, 2021 Annual Action Plan Amend |              |            | Public Mtg / Hrg | <input checked="" type="checkbox"/> |
|   | Ordinance/Reso #   |  | Contract #   |            | Other            | <input type="checkbox"/>            |
|   | Project #          |  | Permit #     |            | Quasi-Judicial   | <input type="checkbox"/>            |
|   | Department         | Management Services                            |              |            |                  |                                     |

**Recommendation**

Staff recommends the approval of the 2019, 2020, and 2021 Community Development Block Grant (CDBG) Substantial Amendment as prepared by the Community Development Block Grant Advisory Committee (Committee) and Staff.

**Motion for Consideration**

I move to approve the 2019, 2020, and 2021 Community Development Block Grant (CDBG) Substantial Amendment as prepared by the Community Development Block Grant Advisory Committee and Staff, and authorize the City Manager to sign the CDBG Substantial Amendment reallocation.

**Summary**

The City of Kennewick is an entitlement City as granted by the Federal Department of Housing and Urban Development (HUD) and as so, is an annual recipient of CDBG funds. HUD regulations stipulate eligible uses for these funds and require the City to submit a 5-year long-range plan followed by Annual Action Plans specifying how the funds will be spent.

A substantial amendment to Annual Action Plans occurs when the original purpose of a project is changed to a new eligible category or when a change in the original plan exceeds 25% of the original allocation. The following substantial amendments are recommended by the CDBG Advisory Committee to utilize excess CDBG entitlement funds and CDBG-CV funds, that have accumulated:

2019 Annual Action Plan Funds: \$189,617.54  
 2020 Annual Action Plan Funds: \$119,319.05  
 2021 Annual Action Plan Funds: \$281,047.30  
 TOTAL AMOUNT OF REALLOCATED FUNDS: \$589,983.89

The \$589,983.89 will provide Pedestrian Safety Improvements on Canal Drive and 6th Avenue. The improvements include new sidewalks, curb and gutter where none currently exist.  
 2020 Annual Action Plan Funds (CDBG-CV): \$287,800  
 The \$287,800 will provide solar lighting on a pedestrian pathway, motion detectors for several park restrooms, and program funding for The ARC of Tri-Cities.  
 Amendment and staff report attached.

**Alternatives**

Return to Committee for further consideration.

**Fiscal Impact**

None.

|                    |  |  |
|--------------------|--|--|
| Through            | Alisha Piper<br>Aug 10, 15:54:25 GMT-0700 2022     | Attachments: <input type="checkbox"/> Staff Report<br><input type="checkbox"/> Advertisement |
| Dept Head Approval | Christina Palmer<br>Aug 11, 10:12:07 GMT-0700 2022 |  |
| City Mgr Approval  | Marie Mosley<br>Aug 12, 12:44:55 GMT-0700 2022     |  |

Recording Required?



*Leading the Way*

**Management Services  
Community Development Block Grant Staff Report**

**Council Date:** August 10, 2022

**Staff Contact:** Alisha Piper

**Agenda Item:** Substantial Amendments to the 2019, 2020, and 2021 Annual Action Plans

The City is entitled to utilize CDBG funds to carry out a number of activities that meet HUD's three National Objectives. The activities must satisfy one or more of the following criteria:

- Provide a benefit to low- and moderate-income persons; OR
- Prevent or eliminate slums or blight; OR
- Meet an urgent community need (disaster) that threatens the health or welfare of residents

***5-Year Consolidated Plan "Citizen Participation Plan"  
Substantial Amendment Requirements***

*A Substantial Amendment to the plan will occur when the original purpose of an allocation is changed to a new eligible category, or when a change in the allocation exceeds 25% of the City's yearly allocation. A Substantial Amendment must;*

- *Be approved by the City's CDBG Advisory Committee*
- *Be advertised in a local newspaper and available for a period of 30 days for public review and comment*
- *Be approved by City Council after the public review and comment period has ended*
- *Be signed by the City Manager after approval by City Council*
- *Be submitted to HUD by Staff for final approval*

**Amendments Will Fund W. Canal Dr. Sidewalk and W. 6<sup>th</sup> Ave. Sidewalk Projects**

The Substantial Amendments to the 2019, 2020, and Annual Action Plans will fund (\$589,983.89) two street projects that are beneficial for the safety and health of low- and moderate-income neighborhood children who walk to Hatfield and Underwood Parks, as well as access for other pedestrians. The project will add new curb, gutter and sidewalks to the south side of Canal Drive and south side of 6<sup>th</sup> Avenue. Currently, both streets have missing areas of sidewalk and lack proper ADA access.

- ***Council approved funding for the Canal Dr. and 6<sup>th</sup> Ave. Sidewalk projects at the November 16, 2021 Council Meeting as part of the 2022 Annual Action Plan, however;***

**Community Development**

- ***Per the Consolidated Plan “Citizen Participation Plan” detailed above, the additional requirements listed had to be followed prior to submitting to HUD for final approval – this second Council approval is the final step in the Substantial Amendment process***

#### **2019, 2020, & 2021 Annual Action Plan Substantial Amendments**

- The FIFO previously allowed unallocated yearly entitlement funds to accumulate with no distinction of program year, however that ended in 2014
- FIFO requires previous years’ unused funds, to be reallocated prior to using the current funds
- At the end of 2022, CDBG had an unexpended balance that had to be reallocated
  - HUD requires previous years’ unused funds, to be reallocated, prior to using current funds.
  - Due to extra program income, more entitlement funds than anticipated, and COVID shut downs; a surplus of funds was created over the past few years
  - As previously stated, HUD requires that all funds be used on a timely basis for the originally designated project, or be returned to unallocated funds and repurposed
  - This Amendment will accomplish HUD’s requirement to reallocate unexpended funds towards the 2022 projects and COVID projects that meet a National Objective

#### **2020 Annual Action Plan Substantial Amendments- CARES Act CDBG-CV**

- After the disbursement of CARES Act Funds, (CDBG-CV), there were unspent funds (\$287,800) that needed to be reallocated to new, COVID related projects.
  - HUD requires 80% of CDBG CARES Act Funding to be spent by June 1, 2023.
  - Due to subrecipients not using all of the funding, there is a surplus that needs to be reallocated



**PUBLIC COMMENTS REQUESTED**  
**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**  
**SUBSTANTIAL AMENDMENTS TO:**  
**2019 ANNUAL ACTION PLAN AMENDMENT**  
**2020 ANNUAL ACTION PLAN AMENDMENT**  
**2021 ANNUAL ACTION PLAN AMENDMENT**

A public hearing will be held on Tuesday, August 16<sup>th</sup>, 2022 at 6:30 p.m. or thereafter, to consider the following Substantial Amendments:

**2019 Annual Action Plan Funds:**

In 2019, the CDBG program received more entitlement funding and program income than anticipated. In addition, several projects came in under the projected budgets and not all funds were spent.

\$ 189,617.54      2019 Entitlement Funds to be re-appropriated to the 2022 W. Canal Dr. Sidewalk project

**2020 Annual Action Plan Funds:**

In 2020, the CDBG program received more entitlement funding and program income than anticipated. In addition, youth recreation scholarships went unused due to COVID shut downs.

\$ 119,319.05      2020 Entitlement Funds to be re-appropriated to the 2022 W. Canal Dr. Sidewalk project

**2021 Annual Action Plan Funds:**

In 2021, the CDBG program received more entitlement funding and program income than anticipated. In addition, youth recreation scholarships went unused due to COVID shut downs. A portion of these funds will be used for the W. Canal Dr. Sidewalk project and the remainder of the 2021 funds will be used for the W. 6<sup>th</sup> Ave. Sidewalk project.

\$ 91,063.41      2021 Entitlement Funds to be re-appropriated to the 2022 W. Canal Dr. Sidewalk project

\$ 189,983.89      2021 Entitlement Funds to be re-appropriated to the 2022 W. 6<sup>th</sup> Ave. Sidewalk project

**2020 Annual Action Plan Funds: CARES Act CDBG-CV**

In 2020, the CDBG program received an additional allocation of Coronavirus Aid, Relief and Economic Security Act (CARES Act) CDBG-CV funds. Due to multiple COVID resources and application requirements, some of the business and utility funds went unspent. A portion of these funds will be used for a safety lighting project, a portion will be used for motion sensors in park restrooms, and the remaining funds will be used for a public service project.

\$ 197,000.00      2020 CARES Act Funds to be re-appropriated to the solar lighting of Union/Edison Pedestrian Pathway

\$ 52,000.00      2020 CARES Act Funds to be re-appropriated to the motion detectors for several park restrooms

\$ 38,800.00      2020 CARES Act Funds to be re-appropriated to The ARC of Tri-Cities for programs to assist disabled adults

A 30-day comment period will commence on the date of publication. A public hearing on the proposed use of funds will be held before the Kennewick City Council on August 16, 2022 during the regularly scheduled meeting starting at 6:30 P.M.

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 or if applicable to provide public testimony for a Public Hearing, please register at [https://us02web.zoom.us/webinar/register/WN\\_bQbdQhJIT4msQ-3WYwpABw](https://us02web.zoom.us/webinar/register/WN_bQbdQhJIT4msQ-3WYwpABw). Registrations must be received by 4:00 p.m. on August 16, 2022.

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](mailto: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, August 15, 2022 to be included in the Council packet.

Final City Council approval is expected at this meeting. Upon Council Public Hearing and approval, the amendments will be forwarded to the U.S. Department of Housing and Urban Development. If you require a disability related accommodation to participate in the hearing/meeting, please contact Alisha Piper at 509-585-4432. For TDD dial 1-877-833-6341.



|   |                    |  |              |            |                  |                                     |
|---|--------------------|--|--------------|------------|------------------|-------------------------------------|
| <b>Council Agenda Coversheet</b>  | Agenda Item Number | 7.a.   | Council Date | 08/16/2022 | Consent Agenda   | <input type="checkbox"/>            |
|   | Agenda Item Type   | Contract/Agreement/Lease                       |              |            | Ordinance/Reso   | <input type="checkbox"/>            |
|  | Subject            | Steptoe/Gage Intersection Improvements Project |              |            | Public Mtg / Hrg | <input type="checkbox"/>            |
|   | Ordinance/Reso #   |  | Contract #   |            | Other            | <input checked="" type="checkbox"/> |
|   | Project #          | P2012  | Permit #     |            | Quasi-Judicial   | <input type="checkbox"/>            |
|   | Department         | Public Works                                   |              |            |                  |                                     |

**Recommendation**

Staff recommends City Council to reject the single bid received for the Steptoe/Gage Intersection Improvements Project.

**Motion for Consideration**

I move to reject the single bid received for the Steptoe/Gage Intersection Improvements Project.

**Summary**

Only one (1) bid was received on July 13, 2022 at 10:00 a.m. for the Steptoe/Gage Intersection Improvements Project.

|                      |                |
|----------------------|----------------|
| Culbert Construction | \$2,995,360.46 |
| Engineer's Estimate  | \$2,580,000.00 |

This project provides for dual left turn lanes on each approach as well as new dedicated right turn lanes on the southbound and eastbound legs of the intersection. Traffic curbing and a raised concrete island will be installed to restrict access to driveways within the functional area of the intersection. The existing traffic signal will be replaced with a new traffic signal system. Traffic signal timing will be optimized with this configuration along with the elimination of split phase timing. This project also includes installation of curb, gutter, sidewalk and retaining walls. The entire intersection will be overlaid with hot mix asphalt and restriped.

State law requires that we award contracts to a responsible bidder with the lowest responsive bid but also allows the Agency to reject bids if they are significantly over budget. Staff has reviewed the single bid received for this project and has determined that the bid received is \$415,360 over the Engineer's estimate which is also the City's budgeted amount. After concurrence with WSDOT Highways and Local Programs who administers the Federal Grant match for this project, Staff recommends City Council reject this bid, revise portions of the plan set to improve bid-ability, and re-advertise later this year for a more competitive bidding climate. (See attached memo for additional information)

**Alternatives**

Award the contract to Culbert Construction, receive approval from WSDOT to proceed with the award, and authorize use of additional City funds from an account as yet to be identified.

**Fiscal Impact**

None.

|                    |  |  |
|--------------------|--|--|
| Through            | Heath Mellotte<br>Aug 03, 10:31:53 GMT-0700 2022 | Attachments: <input type="checkbox"/> Bid Tabulations Memo<br><br><input type="checkbox"/> Recording Required? |
| Dept Head Approval | Cary Roe<br>Aug 08, 09:53:35 GMT-0700 2022       |  |
| City Mgr Approval  | Marie Mosley<br>Aug 12, 12:47:58 GMT-0700 2022   |  |

# Draft Print

07/25/2022 9:37:21 AM

| ITEM | ITEM WITH UNIT PRICE BID  | APPROX. QTY | UNIT | Engineer's Estimate |               | Culbert Construction |               |
|------|---|-------------|------|---------------------|---------------|----------------------|---------------|
|      |   |             |      | UNIT PRICE          | TOTAL         | UNIT PRICE           | TOTAL         |
|      | <b>SCHEDULE A - STREET (Section 2)</b>                                |             |      |                     |               |                      |               |
| 1    | MOBILIZATION  | 1           | LS   | \$ 172,660.00       | \$ 172,660.00 | \$ 344,659.02        | \$ 344,659.02 |
| 2    | SPCC PLAN   | 1           | LS   | \$ 1,000.00         | \$ 1,000.00   | \$ 113.75            | \$ 113.75     |
| 3    | EROSION CONTROL AND WATER POLLUTION PREVENTION                        | 1           | LS   | \$ 10,000.00        | \$ 10,000.00  | \$ 15,932.11         | \$ 15,932.11  |
| 4    | PROJECT TEMPORARY TRAFFIC CONTROL,<br>Min. Bid \$50,000               | 1           | LS   | \$ 50,000.00        | \$ 50,000.00  | \$ 102,501.22        | \$ 102,501.22 |
| 5    | FLAGGERS & SPOTTERS (Minimum Bid \$41.94)                             | 1,250       | HRS  | \$ 64.00            | \$ 80,000.00  | \$ 52.28             | \$ 65,350.00  |
| 6    | PEDESTRIAN TRAFFIC CONTROL<br>(Includes Pedestrian Access Route Plan) | 1           | LS   | \$ 10,000.00        | \$ 10,000.00  | \$ 6,150.07          | \$ 6,150.07   |
| 7    | TEMPORARY BARRIER (WSDOT Type 2)                                      | 150         | LF   | \$ 10.00            | \$ 1,500.00   | \$ 56.58             | \$ 8,487.00   |
| 8    | PROJECT MAINTENANCE   | 1           | LS   | \$ 15,000.00        | \$ 15,000.00  | \$ 27,280.06         | \$ 27,280.06  |
| 9    | CONSTRUCTION SURVEY STAKING   | 1           | LS   | \$ 14,000.00        | \$ 14,000.00  | \$ 36,375.98         | \$ 36,375.98  |
| 10   | ADA FEATURES SURVEYING  | 1           | LS   | \$ 4,000.00         | \$ 4,000.00   | \$ 4,100.05          | \$ 4,100.05   |
| 11   | SEQUENTIAL ARROW SIGN   | 3,000       | HRS  | \$ 3.00             | \$ 9,000.00   | \$ 5.13              | \$ 15,390.00  |
| 12   | CLEARING AND GRUBBING   | 1           | LS   | \$ 10,000.00        | \$ 10,000.00  | \$ 50,791.50         | \$ 50,791.50  |
| 13   | ASPHALT SAW CUTTING   | 4,007       | LF   | \$ 1.75             | \$ 7,012.25   | \$ 1.92              | \$ 7,693.44   |
| 14   | TREE REMOVAL 6-Inch TO 12-Inch<br>(Including Stump Removal)           | 24          | EA   | \$ 750.00           | \$ 18,000.00  | \$ 417.83            | \$ 10,027.92  |
| 15   | TREE REMOVAL 12-Inch TO 18-Inch<br>(Including Stump Removal)          | 3           | EA   | \$ 1,300.00         | \$ 3,900.00   | \$ 975.23            | \$ 2,925.69   |
| 16   | STUMP REMOVAL/GRINDING  | 1           | EA   | \$ 700.00           | \$ 700.00     | \$ 844.02            | \$ 844.02     |
| 17   | ROADWAY EXCAVATION INCLUDING HAUL                                     | 750         | CY   | \$ 30.00            | \$ 22,500.00  | \$ 89.32             | \$ 66,990.00  |

| ITEM | ITEM WITH UNIT PRICE BID   | APPROX. QTY | UNIT | Engineer's Estimate |               | Culbert Construction |               |
|------|--|-------------|------|---------------------|---------------|----------------------|---------------|
|      |  |             |      | UNIT PRICE          | TOTAL         | UNIT PRICE           | TOTAL         |
| 18   | EMBANKMENT IN PLACE  | 550         | CY   | \$ 25.00            | \$ 13,750.00  | \$ 68.58             | \$ 37,719.00  |
| 19   | REMOVING ASPHALT CONC. PAVEMENT  | 1,431       | SY   | \$ 6.00             | \$ 8,586.00   | \$ 13.32             | \$ 19,060.92  |
| 20   | ASPHALT PATCHING (4-Inch Depth)  | 1,300       | SY   | \$ 70.00            | \$ 91,000.00  | \$ 56.25             | \$ 73,125.00  |
| 21   | ASPHALT PATCHING BEHIND SIDEWALK<br>(2.0-Inch Depth HMA and 4.0-Inch CSTC) | 218         | SY   | \$ 50.00            | \$ 10,900.00  | \$ 119.51            | \$ 26,053.18  |
| 22   | REINFORCED CONCRETE PAVEMENT PATCH<br>(8-Inch Depth)                       | 13          | SY   | \$ 275.00           | \$ 3,575.00   | \$ 456.20            | \$ 5,930.60   |
| 23   | PLANING BITUMINUS PAVEMENT<br>(0-Inch to 1-3/4 Inch Depth to Taper Grind)  | 3,730       | SY   | \$ 5.50             | \$ 20,515.00  | \$ 3.40              | \$ 12,682.00  |
| 24   | PREPARATION OF EXISTING SURFACE  | 0.41        | MILE | \$ 5,500.00         | \$ 2,247.92   | \$ 13,746.01         | \$ 5,618.16   |
| 25   | REMOVE, REPLACE AND ADJUST EXISTING<br>DRYWELL RING AND COVER              | 9           | EA   | \$ 1,800.00         | \$ 16,200.00  | \$ 1,285.22          | \$ 11,566.98  |
| 26   | REMOVE, REPLACE AND ADJUST EXISTING<br>MANHOLE RING AND COVER              | 3           | EA   | \$ 1,800.00         | \$ 5,400.00   | \$ 1,403.98          | \$ 4,211.94   |
| 27   | ADJUST TELEPHONE MANHOLE   | 2           | EA   | \$ 1,200.00         | \$ 2,400.00   | \$ 1,396.34          | \$ 2,792.68   |
| 28   | ADJUST VALVE BOX   | 17          | EA   | \$ 900.00           | \$ 15,300.00  | \$ 937.33            | \$ 15,934.61  |
| 29   | ADJUST MONUMENT  | 1           | EA   | \$ 900.00           | \$ 900.00     | \$ 1,362.67          | \$ 1,362.67   |
| 30   | CRUSHED SURFACING TOP COURSE   | 811         | TON  | \$ 28.00            | \$ 22,708.00  | \$ 101.24            | \$ 82,105.64  |
| 31   | CRUSHED SURFACING BASE COURSE  | 931         | TON  | \$ 25.00            | \$ 23,275.00  | \$ 49.06             | \$ 45,674.86  |
| 32   | HMA CLASS 3/8" PG 64H-28   | 2,146       | TON  | \$ 121.00           | \$ 259,666.00 | \$ 137.35            | \$ 294,753.10 |
| 33   | SOIL RESIDUAL HERBICIDE  | 2,290       | SY   | \$ 1.00             | \$ 2,290.00   | \$ 1.57              | \$ 3,595.30   |
| 34   | 2-INCH COLD MIX PATCHING   | 245         | SY   | \$ 38.00            | \$ 9,310.00   | \$ 76.93             | \$ 18,847.85  |
| 35   | CURB AND GUTTER REMOVAL (Includes Saw Cuts)                                | 3,707       | LF   | \$ 13.00            | \$ 48,191.00  | \$ 8.21              | \$ 30,434.47  |
| 36   | EXTRUDED TRAFFIC CURB REMOVAL  | 570         | LF   | \$ 10.00            | \$ 5,700.00   | \$ 7.64              | \$ 4,354.80   |

| ITEM | ITEM WITH UNIT PRICE BID   | APPROX. QTY | UNIT | Engineer's Estimate |               | Culbert Construction |              |
|------|--|-------------|------|---------------------|---------------|----------------------|--------------|
|      |  |             |      | UNIT PRICE          | TOTAL         | UNIT PRICE           | TOTAL        |
| 37   | EXTRUDED CURB REMOVAL<br>(Includes Saw Cuts and E-1 Curbing)         | 118         | LF   | \$ 25.00            | \$ 2,950.00   | \$ 44.04             | \$ 5,196.72  |
| 38   | CONCRETE BLOCK RETAINING WALL REMOVAL                                | 223         | LF   | \$ 35.00            | \$ 7,805.00   | \$ 27.15             | \$ 6,054.45  |
| 39   | SIDEWALK / DRIVEWAY REMOVAL<br>(Includes Saw Cuts)                   | 2,020       | SY   | \$ 50.00            | \$ 101,019.44 | \$ 12.90             | \$ 26,063.02 |
| 40   | CONCRETE PAVEMENT REMOVAL<br>(Includes Saw Cuts)                     | 38          | SY   | \$ 70.00            | \$ 2,660.00   | \$ 60.24             | \$ 2,289.12  |
| 41   | CONCRETE ADA RAMP REMOVAL<br>(Includes Saw Cuts and Railing Removal) | 53          | LF   | \$ 65.00            | \$ 3,445.00   | \$ 58.88             | \$ 3,120.64  |
| 42   | COBBLE STONE PAVERS REMOVAL  | 87          | SY   | \$ 30.00            | \$ 2,610.00   | \$ 22.63             | \$ 1,968.81  |
| 43   | CONCRETE CURB AND GUTTER   | 3,446       | LF   | \$ 54.00            | \$ 186,084.00 | \$ 24.21             | \$ 83,427.66 |
| 44   | DUAL-FACED CEMENT CONCRETE TRAFFIC CURB<br>(Includes Painted Yellow) | 1,124       | LF   | \$ 70.00            | \$ 78,680.00  | \$ 53.79             | \$ 60,459.96 |
| 45   | TYPE E-1 CONCRETE CURB   | 685         | LF   | \$ 50.00            | \$ 34,250.00  | \$ 38.86             | \$ 26,619.10 |
| 46   | CONCRETE PEDESTRIAN CURB (Standard)                                  | 323         | LF   | \$ 30.00            | \$ 9,690.00   | \$ 36.72             | \$ 11,860.56 |
| 47   | CONCRETE PEDESTRIAN CURB<br>(6-Inch x 6-Inch, with Dowels)           | 21          | LF   | \$ 70.00            | \$ 1,470.00   | \$ 71.47             | \$ 1,500.87  |
| 48   | CONCRETE VALLEY GUTTER   | 60          | LF   | \$ 55.00            | \$ 3,300.00   | \$ 99.24             | \$ 5,954.40  |
| 49   | CONCRETE SIDEWALK (Dropped Back)                                     | 354         | SY   | \$ 80.00            | \$ 28,320.00  | \$ 103.16            | \$ 36,518.64 |
| 50   | CONCRETE SIDEWALK (4-Inch Depth)                                     | 1,517       | SY   | \$ 65.00            | \$ 98,605.00  | \$ 60.99             | \$ 92,521.83 |
| 51   | CONCRETE SIDEWALK (6-Inch Depth)                                     | 141         | SY   | \$ 77.00            | \$ 10,857.00  | \$ 98.66             | \$ 13,911.06 |
| 52   | CONCRETE SIDEWALK<br>(Cobble Stone Stamped, 6-Inch Depth)            | 298         | SY   | \$ 130.00           | \$ 38,740.00  | \$ 120.89            | \$ 36,025.22 |
| 53   | CONCRETE DRIVEWAY<br>(6-Inch Depth, Includes Bypass)                 | 135         | SY   | \$ 100.00           | \$ 13,500.00  | \$ 162.72            | \$ 21,967.20 |
| 54   | PEDESTRIAN RAMP<br>(Type Parallel "A", CoK STD 2-12, SHT 1)          | 3           | EA   | \$ 3,700.00         | \$ 11,100.00  | \$ 2,742.95          | \$ 8,228.85  |

| ITEM | ITEM WITH UNIT PRICE BID   | APPROX. QTY | UNIT | Engineer's Estimate |              | Culbert Construction |               |
|------|--|-------------|------|---------------------|--------------|----------------------|---------------|
|      |  |             |      | UNIT PRICE          | TOTAL        | UNIT PRICE           | TOTAL         |
| 55   | PEDESTRIAN RAMP<br>(Type Parallel "B", CoK STD 2-12, SHT 1)                                    | 1           | EA   | \$ 2,500.00         | \$ 2,500.00  | \$ 2,283.75          | \$ 2,283.75   |
| 56   | PEDESTRIAN RAMP<br>(Type Perpendicular "A", CoK STD 2-12, SHT 3)                               | 1           | EA   | \$ 3,200.00         | \$ 3,200.00  | \$ 2,720.40          | \$ 2,720.40   |
| 57   | PEDESTRIAN RAMP - Modified<br>(Type Perpendicular "A", CoK STD 2-12, SHT 3)                    | 8           | EA   | \$ 2,700.00         | \$ 21,600.00 | \$ 2,419.05          | \$ 19,352.40  |
| 58   | PEDESTRIAN RAMP - Modified<br>(Type Single Directional "A", CoK STD 2-12, SHT 4)               | 1           | EA   | \$ 3,900.00         | \$ 3,900.00  | \$ 2,665.05          | \$ 2,665.05   |
| 59   | PEDESTRIAN RAMP - Modified<br>(Type Single Directional "B", CoK STD 2-12, SHT 4)               | 2           | EA   | \$ 4,200.00         | \$ 8,400.00  | \$ 3,638.81          | \$ 7,277.62   |
| 60   | 48-Inch x 24-Inch DETECTABLE WARNING SURFACE   | 13          | EA   | \$ 375.00           | \$ 4,875.00  | \$ 319.09            | \$ 4,148.17   |
| 61   | 60-Inch x 24-Inch DETECTABLE WARNING SURFACE   | 4           | EA   | \$ 400.00           | \$ 1,600.00  | \$ 364.65            | \$ 1,458.60   |
| 62   | 24-Inch RADIAL DETECTABLE WARNING SURFACE  | 16          | LF   | \$ 75.00            | \$ 1,200.00  | \$ 76.11             | \$ 1,217.76   |
| 63   | MODIFIED RETAINING WALL  | 110         | LF   | \$ 402.00           | \$ 44,220.00 | \$ 116.00            | \$ 12,760.00  |
| 64   | REINFORCED CONCRETE RETAINING WALL<br>(Includes Structural Excavation, Drainage and Backfill)  | 1,198       | SF   | \$ 80.00            | \$ 95,840.00 | \$ 100.54            | \$ 120,446.92 |
| 65   | HAND RAILING (In-set, 42-Inch High)  | 419         | LF   | \$ 65.00            | \$ 27,235.00 | \$ 143.02            | \$ 59,925.38  |
| 66   | HAND RAILING (Wall Plates, 42-Inch High)   | 79          | LF   | \$ 95.00            | \$ 7,505.00  | \$ 181.77            | \$ 14,359.83  |
| 67   | PRECAST CONCRETE BLOCK RETAINING WALL<br>(Includes Structural Excavation, Drainage & Backfill) | 943         | SF   | \$ 70.00            | \$ 66,010.00 | \$ 97.23             | \$ 91,687.89  |
| 68   | REMOVE & REINSTALL EXISTING CONCRETE<br>BLOCKS (Circle K Air Station Wall)                     | 1           | LS   | \$ 3,500.00         | \$ 3,500.00  | \$ 9,681.32          | \$ 9,681.32   |
| 69   | PARKING LOT WHEEL STOPS (Gesa Parking Lot)   | 16          | EA   | \$ 90.00            | \$ 1,440.00  | \$ 158.88            | \$ 2,542.08   |
| 70   | TREES - 1900 Steptoe<br>(2-Inch Caliper, with Root Barrier, Circle K)                          | 4           | EA   | \$ 900.00           | \$ 3,600.00  | \$ 563.76            | \$ 2,255.04   |
| 71   | TREES - 1901 Steptoe<br>(2-Inch Caliper, Rite Aid)   | 10          | EA   | \$ 600.00           | \$ 6,000.00  | \$ 399.75            | \$ 3,997.50   |

| ITEM | ITEM WITH UNIT PRICE BID   | APPROX. QTY | UNIT | Engineer's Estimate |                        | Culbert Construction |                        |
|------|--|-------------|------|---------------------|------------------------|----------------------|------------------------|
|      |  |             |      | UNIT PRICE          | TOTAL                  | UNIT PRICE           | TOTAL                  |
| 72   | TREES - 1915 Steptoe<br>(2-Inch Caliper, with Root Barrier, Pizza Hut)           | 2           | EA   | \$ 900.00           | \$ 1,800.00            | \$ 973.76            | \$ 1,947.52            |
| 73   | IRRIGATION BOX with TRAFFIC RATED LID  | 4           | EA   | \$ 400.00           | \$ 1,600.00            | \$ 1,657.21          | \$ 6,628.84            |
| 74   | IRRIGATION SLEEVE (4-Inch PIPE)  | 172         | LF   | \$ 25.00            | \$ 4,300.00            | \$ 12.45             | \$ 2,141.40            |
| 75   | DIGGING AND VERIFYING  | 1           | EA   | \$ 225.00           | \$ 225.00              | \$ 1,078.36          | \$ 1,078.36            |
| 76   | FURNISH AND INSTALL SODDED LAWN<br>(Includes 4-Inch Topsoil)                     | 306         | SY   | \$ 18.00            | \$ 5,508.00            | \$ 34.44             | \$ 10,538.64           |
| 77   | LANDSCAPE AND SITE RESTORATION   | 1           | LS   | \$ 7,500.00         | \$ 7,500.00            | \$ 4,018.05          | \$ 4,018.05            |
| 78   | IRRIGATION SYSTEM RESTORATION  | 1           | LS   | \$ 6,500.00         | \$ 6,500.00            | \$ 21,044.52         | \$ 21,044.52           |
|      | <b>SCHEDULE A SUB-TOTAL:</b>   |             |      |                     | <b>\$ 1,956,329.61</b> |                      | <b>\$ 2,311,300.74</b> |
|      | <b>SCHEDULE B - WATER (Section 4)</b>  |             |      |                     |                        |                      |                        |
| 1    | STA. 59+55 RELOCATE EXISTING FH ASSEMBLY<br>(Includes Fittings and Pipe)         | 1           | EA   | \$ 2,500.00         | \$ 2,500.00            | \$ 2,594.65          | \$ 2,594.65            |
| 2    | STA. 111+16 RELOCATE EXISTING FH ASSEMBLY<br>(Includes Fittings, Bends and Pipe) | 1           | EA   | \$ 3,200.00         | \$ 3,200.00            | \$ 2,687.93          | \$ 2,687.93            |
| 3    | STA. 112+37 RELOCATE EXISTING FH ASSEMBLY<br>(Includes Fittings, Bends and Pipe) | 1           | EA   | \$ 3,800.00         | \$ 3,800.00            | \$ 3,568.41          | \$ 3,568.41            |
| 4    | FIRE HYDRANT ASSEMBLY (4.5 VF)<br>(Includes 6" Cut-In Tee, Pipe and 6-Valve)     | 1           | EA   | \$ 6,800.00         | \$ 6,800.00            | \$ 11,027.77         | \$ 11,027.77           |
| 5    | REMOVE & DISPOSE EXISTING FH ASSEMBLY  | 3           | EA   | \$ 1,500.00         | \$ 4,500.00            | \$ 909.76            | \$ 2,729.28            |
| 6    | RELOCATE EXISTING 2.0" WATER METER<br>(Includes Box, Fittings and Pipe)          | 1           | EA   | \$ 3,500.00         | \$ 3,500.00            | \$ 5,099.08          | \$ 5,099.08            |
| 7    | REMOVE & REPLACE EXISTING WATER METER BOX  | 1           | EA   | \$ 1,000.00         | \$ 1,000.00            | \$ 2,580.78          | \$ 2,580.78            |
| 8    | ADJUST EXISTING WATER METER BOX  | 2           | EA   | \$ 500.00           | \$ 1,000.00            | \$ 619.45            | \$ 1,238.90            |

| ITEM | ITEM WITH UNIT PRICE BID   | APPROX. QTY | UNIT | Engineer's Estimate |              | Culbert Construction |              |
|------|--|-------------|------|---------------------|--------------|----------------------|--------------|
|      |  |             |      | UNIT PRICE          | TOTAL        | UNIT PRICE           | TOTAL        |
| 9    | ADJUST EXISTING WATER DCVA BOX   | 1           | EA   | \$ 500.00           | \$ 500.00    | \$ 871.98            | \$ 871.98    |
| 10   | REMOVE EXISTING CITY WATER INTER TIE<br>(Includes Vault, Fittings, Meter and Pipe) | 1           | LS   | \$ 8,000.00         | \$ 8,000.00  | \$ 6,082.12          | \$ 6,082.12  |
| 11   | ROCK EXCAVATION (If Required)  | 3           | CY   | \$ 350.00           | \$ 1,050.00  | \$ 1,192.30          | \$ 3,576.90  |
| 12   | CRUSHED SURFACING TOP COURSE BACKFILL  | 680         | TONS | \$ 30.00            | \$ 20,400.00 | \$ 26.52             | \$ 18,033.60 |
| 13   | CDF BACKFILL (Class B)   | 15          | CY   | \$ 200.00           | \$ 3,000.00  | \$ 177.76            | \$ 2,666.40  |
| 14   | REMOVE & SALAVGE EXISTING TEES, REDUCERS<br>AND VALVES (Delivered to City)         | 1           | LS   | \$ 750.00           | \$ 750.00    | \$ 3,972.16          | \$ 3,972.16  |
| 15   | 12-Inch WATER LINE (D.I., Includes Restraints)                                     | 86          | LF   | \$ 220.00           | \$ 18,920.00 | \$ 341.94            | \$ 29,406.84 |
| 16   | IMPORTED PIPE BEDDING  | 86          | LF   | \$ 3.00             | \$ 258.00    | \$ 16.39             | \$ 1,409.54  |
| 17   | TRENCH SAFETY SYSTEMS  | 86          | LF   | \$ 2.50             | \$ 215.00    | \$ 18.73             | \$ 1,610.78  |
| 18   | 12-Inch BUTTERFLY VALVE  | 1           | EA   | \$ 2,100.00         | \$ 2,100.00  | \$ 4,450.79          | \$ 4,450.79  |
| 19   | 16-Inch x 12-Inch REDUCER (FE)   | 1           | EA   | \$ 1,500.00         | \$ 1,500.00  | \$ 3,502.52          | \$ 3,502.52  |
| 20   | 16-Inch x 12-Inch FLANGED COUPLING ADAPTER<br>REDUCER                              | 1           | EA   | \$ 3,700.00         | \$ 3,700.00  | \$ 3,476.89          | \$ 3,476.89  |
| 21   | 12-Inch FLANGED COUPLING ADAPTER   | 5           | EA   | \$ 2,500.00         | \$ 12,500.00 | \$ 2,659.59          | \$ 13,297.95 |
| 22   | 16-Inch TRANSITION COUPLING (FE x MJ)  | 1           | EA   | \$ 1,800.00         | \$ 1,800.00  | \$ 3,962.75          | \$ 3,962.75  |
| 23   | 12-Inch BEND (MJ, Includes Restraints)   | 3           | EA   | \$ 1,100.00         | \$ 3,300.00  | \$ 2,041.69          | \$ 6,125.07  |
| 24   | 12-Inch BEND (FE, Includes Restraints)   | 1           | EA   | \$ 900.00           | \$ 900.00    | \$ 2,814.73          | \$ 2,814.73  |
| 25   | STA. 62+02.70 TRANSMISSION MAIN BLOW-OFF<br>ASSEMBLY (Includes Pipe & Fittings)    | 1           | EA   | \$ 8,000.00         | \$ 8,000.00  | \$ 14,790.66         | \$ 14,790.66 |
| 26   | STA. 62+24.00 TRANSMISSION MAIN BLOW-OFF<br>ASSEMBLY (Includes Pipe & Fittings)    | 1           | EA   | \$ 9,000.00         | \$ 9,000.00  | \$ 16,533.18         | \$ 16,533.18 |
| 27   | 5'-0" x 10'-6" WATER METER VAULT   | 1           | EA   | \$ 22,000.00        | \$ 22,000.00 | \$ 10,702.57         | \$ 10,702.57 |

| ITEM | ITEM WITH UNIT PRICE BID                                   | APPROX. QTY | UNIT | Engineer's Estimate |               | Culbert Construction |               |
|------|--|-------------|------|---------------------|---------------|----------------------|---------------|
|      |  |             |      | UNIT PRICE          | TOTAL         | UNIT PRICE           | TOTAL         |
| 28   | 12-Inch FULL PORT BALL VALVE                               | 1           | EA   | \$ 3,200.00         | \$ 3,200.00   | \$ 55,370.98         | \$ 55,370.98  |
| 29   | 12-Inch x 48-Inch SPOOL (FE x PE)                          | 1           | EA   | \$ 1,000.00         | \$ 1,000.00   | \$ 2,695.65          | \$ 2,695.65   |
| 30   | 12-Inch MAG FLOWMETER<br>(Battery Powered, Bi-Directional) | 1           | EA   | \$ 4,200.00         | \$ 4,200.00   | \$ 11,136.62         | \$ 11,136.62  |
| 31   | PIPE SUPPORTS (for 12-Inch Pipe in Vault)                  | 3           | EA   | \$ 500.00           | \$ 1,500.00   | \$ 587.06            | \$ 1,761.18   |
| 32   | 6-Inch BLIND FLANGE  | 1           | EA   | \$ 650.00           | \$ 650.00     | \$ 580.09            | \$ 580.09     |
| 33   | GROUT PLUG   | 1           | LS   | \$ 500.00           | \$ 500.00     | \$ 1,283.19          | \$ 1,283.19   |
| 34   | DIGGING AND VERIFYING                                      | 4           | EA   | \$ 500.00           | \$ 2,000.00   | \$ 469.66            | \$ 1,878.64   |
|      | <b>SCHEDULE B SUB-TOTAL:</b>                               |             |      | 8.7% Tax:           | \$ 157,243.00 | \$ -                 | \$ 253,520.58 |
|      | 8.7% Tax   |             |      | Total:              | \$ 13,680.14  | \$ -                 | \$ 22,056.29  |
|      | <b>SCHEDULE B TOTAL:</b>                                   |             |      |                     | \$ 170,923.14 |                      | \$ 275,576.87 |
|      | <b>SCHEDULE C - STORM DRAINAGE (Section 5)</b>             |             |      |                     |               |                      |               |
| 1    | 10-Inch STORM DRAIN PIPE                                   | 97          | LF   | \$ 55.00            | \$ 5,335.00   | \$ 113.94            | \$ 11,052.18  |
| 2    | 0' - 6' TRENCH EXCAVATION AND BACKFILL<br>(4.5-Foot Wide)  | 97          | LF   | \$ 60.00            | \$ 5,820.00   | \$ 8.59              | \$ 833.23     |
| 3    | IMPORTED PIPE BEDDING                                      | 97          | LF   | \$ 10.00            | \$ 970.00     | \$ 16.54             | \$ 1,604.38   |
| 4    | TRENCH SAFETY SYSTEMS                                      | 97          | LF   | \$ 2.50             | \$ 242.50     | \$ 33.33             | \$ 3,233.01   |
| 5    | CRUSHED SURFACING TOP COURSE for TRENCH<br>BACKFILL        | 97          | LF   | \$ 45.00            | \$ 4,365.00   | \$ 16.54             | \$ 1,604.38   |
| 6    | 48-Inch CATCH BASIN (With Standard Frame & Grate)          | 11          | EA   | \$ 2,900.00         | \$ 31,900.00  | \$ 2,490.16          | \$ 27,391.76  |
| 7    | CONNECT TO EXISTING SD DRYWELL                             | 4           | EA   | \$ 1,200.00         | \$ 4,800.00   | \$ 372.29            | \$ 1,489.16   |
| 8    | CONNECT TO EXISTING SD CATCH BASIN                         | 3           | EA   | \$ 1,200.00         | \$ 3,600.00   | \$ 290.90            | \$ 872.70     |

| ITEM | ITEM WITH UNIT PRICE BID   | APPROX. QTY | UNIT | Engineer's Estimate |                     | Culbert Construction |                     |
|------|--|-------------|------|---------------------|---------------------|----------------------|---------------------|
|      |  |             |      | UNIT PRICE          | TOTAL               | UNIT PRICE           | TOTAL               |
| 9    | STORM DRAINAGE MANHOLE LID AND FRAME                               | 3           | EA   | \$ 800.00           | \$ 2,400.00         | \$ 884.84            | \$ 2,654.52         |
| 10   | ADJUST SD MANHOLE LID AND FRAME                                    | 4           | EA   | \$ 650.00           | \$ 2,600.00         | \$ 937.28            | \$ 3,749.12         |
| 11   | ADJUST SD CATCH BASIN GRATE AND FRAME                              | 2           | EA   | \$ 750.00           | \$ 1,500.00         | \$ 373.91            | \$ 747.82           |
| 12   | REMOVE & REINSTALL EXISTING FRAME AND GRATE                        | 1           | EA   | \$ 650.00           | \$ 650.00           | \$ 1,151.25          | \$ 1,151.25         |
| 13   | REMOVE & DISPOSE EXISTING SD PIPE                                  | 70          | LF   | \$ 25.00            | \$ 1,750.00         | \$ 57.58             | \$ 4,030.60         |
| 14   | REMOVE & DISPOSE EXISTING CATCH BASIN FRAME AND GRATE              | 7           | EA   | \$ 325.00           | \$ 2,275.00         | \$ 117.41            | \$ 821.87           |
| 15   | REMOVE & DISPOSE EXISTING CATCH BASIN                              | 6           | EA   | \$ 600.00           | \$ 3,600.00         | \$ 363.85            | \$ 2,183.10         |
| 16   | ROTATE & ADJUST DRYWELL EXISTING FLAT SLAB, CONE, LID & FRAME      | 1           | EA   | \$ 2,800.00         | \$ 2,800.00         | \$ 2,250.82          | \$ 2,250.82         |
|      | <b>SCHEDULE C SUB-TOTAL:</b>                                       |             |      |                     | <b>\$ 74,607.50</b> |                      | <b>\$ 65,669.90</b> |
|      | <b>SCHEDULE D - STREET LIGHTING<br/>(Section 2 and Section 6)</b>  |             |      |                     |                     |                      |                     |
| 1    | RELOCATE EXISTING ST. LIGHT<br>(Includes New Mounting Base)        | 2           | EA   | \$ 1,000.00         | \$ 2,000.00         | \$ 3,866.28          | \$ 7,732.56         |
| 2    | REMOVE & REINSTALL EXISTING PARKING LOT LIGHT                      | 1           | EA   | \$ 1,000.00         | \$ 1,000.00         | \$ 3,435.77          | \$ 3,435.77         |
| 3    | REMOVE & SALVAGE EXISTING ST. LIGHT STANDARD                       | 5           | EA   | \$ 800.00           | \$ 4,000.00         | \$ 307.50            | \$ 1,537.50         |
| 4    | INSTALL SUPPLIED LED LUMINAIRES                                    | 5           | EA   | \$ 675.00           | \$ 3,375.00         | \$ 169.13            | \$ 845.65           |
| 5    | INSTALL SUPPLIED LIGHT STANDARD TYPE 1<br>(Includes Mounting Base) | 4           | EA   | \$ 2,800.00         | \$ 11,200.00        | \$ 1,558.02          | \$ 6,232.08         |
| 6    | REMOVE & DISPOSE EXISTING DISCONNECT                               | 4           | EA   | \$ 750.00           | \$ 3,000.00         | \$ 344.91            | \$ 1,379.64         |
| 7    | REMOVE & REPLACE JUNCTION BOX                                      | 6           | EA   | \$ 1,500.00         | \$ 9,000.00         | \$ 691.88            | \$ 4,151.28         |
| 8    | METERED LOAD CENTER  | 4           | EA   | \$ 2,000.00         | \$ 8,000.00         | \$ 1,127.51          | \$ 4,510.04         |

| ITEM | ITEM WITH UNIT PRICE BID   | APPROX. QTY | UNIT | Engineer's Estimate |                     | Culbert Construction |                     |
|------|--|-------------|------|---------------------|---------------------|----------------------|---------------------|
|      |  |             |      | UNIT PRICE          | TOTAL               | UNIT PRICE           | TOTAL               |
| 9    | WIRING AND CONDUIT<br>(2-Inch Conduit and Junction Boxes)        | 130         | LF   | \$ 38.00            | \$ 4,940.00         | \$ 20.91             | \$ 2,718.30         |
| 10   | REMOVE & REPLACE ST. LIGHT CIRCUIT WIRING                        | 252         | LF   | \$ 17.00            | \$ 4,284.00         | \$ 6.66              | \$ 1,678.32         |
| 11   | CRUSHED SURFACING TOP COURSE for TRENCH BACKFILL                 | 130         | LF   | \$ 18.00            | \$ 2,340.00         | \$ 16.51             | \$ 2,146.30         |
|      | <b>SCHEDULE D SUB-TOTAL:</b>                                     |             |      |                     | <b>\$ 53,139.00</b> |                      | <b>\$ 36,367.44</b> |
|      | <b>SCHEDULE E - UNDERGROUND UTILITIES</b>                        |             |      |                     |                     |                      |                     |
| 1    | 4-Inch CONDUIT (Includes Fittings)                               | 100         | LF   | \$ 20.00            | \$ 2,000.00         | \$ 9.39              | \$ 939.00           |
| 2    | 6-Inch CONDUIT (Includes Fittings)                               | 100         | LF   | \$ 25.00            | \$ 2,500.00         | \$ 9.39              | \$ 939.00           |
| 3    | TRENCH EXCAVATION AND BACKFILL for CONDUIT                       | 436         | LF   | \$ 18.00            | \$ 7,848.00         | \$ 31.77             | \$ 13,851.72        |
| 4    | EXCAVATION AND BACKFILL FOR<br>5.0' x 9.0' POWER VAULT           | 1           | EA   | \$ 1,000.00         | \$ 1,000.00         | \$ 1,281.42          | \$ 1,281.42         |
| 5    | EXCAVATION AND BACKFILL FOR<br>2.5' x 4.0' FIBER VAULT           | 2           | EA   | \$ 750.00           | \$ 1,500.00         | \$ 640.71            | \$ 1,281.42         |
| 6    | CRUSHED SURFACING TOP COURSE for TRENCH BACKFILL                 | 50          | LF   | \$ 45.00            | \$ 2,250.00         | \$ 20.83             | \$ 1,041.50         |
| 7    | DIGGING AND VERIFYING  | 2           | EA   | \$ 225.00           | \$ 450.00           | \$ 939.31            | \$ 1,878.62         |
|      | <b>SCHEDULE E SUB-TOTAL:</b>                                     |             |      |                     | <b>\$ 17,548.00</b> |                      | <b>\$ 21,212.68</b> |
|      | 8.7% Tax   |             |      |                     | \$ 1,526.68         |                      | \$ 1,845.50         |
|      | <b>SCHEDULE E TOTAL:</b>   |             |      |                     | <b>\$ 19,074.68</b> |                      | <b>\$ 23,058.18</b> |
|      | <b>SCHEDULE F - STRIPING, SIGNING and SIGNAL<br/>(Section 7)</b> |             |      |                     |                     |                      |                     |
| 1    | REMOVAL OF PAVEMENT MARKINGS                                     | 1           | LS   | \$ 3,500.00         | \$ 3,500.00         | \$ 5,125.06          | \$ 5,125.06         |

| ITEM | ITEM WITH UNIT PRICE BID  | APPROX. QTY | UNIT | Engineer's Estimate |              | Culbert Construction |              |
|------|---|-------------|------|---------------------|--------------|----------------------|--------------|
|      |   |             |      | UNIT PRICE          | TOTAL        | UNIT PRICE           | TOTAL        |
| 2    | TEMPORARY PAVEMENT MARKINGS - SHORT TERM (PAINT)                      | 1           | LS   | \$ 5,000.00         | \$ 5,000.00  | \$ 15,375.18         | \$ 15,375.18 |
| 3    | 4-Inch PAVEMENT LANE MARKING (Yellow) INLAY PLASTIC                   | 1,135       | LF   | \$ 3.75             | \$ 4,256.25  | \$ 6.15              | \$ 6,980.25  |
| 4    | 4-Inch PAVEMENT LANE MARKING (White) INLAY PLASTIC                    | 900         | LF   | \$ 4.25             | \$ 3,825.00  | \$ 6.15              | \$ 5,535.00  |
| 5    | 6-Inch PAVEMENT LANE MARKING (White) INLAY PLASTIC                    | 2,202       | LF   | \$ 4.68             | \$ 10,307.83 | \$ 7.18              | \$ 15,810.36 |
| 6    | 6-Inch SOLID (1-Foot STRIPE, 3-Foot Gap -White) INLAY PLASTIC         | 17          | LF   | \$ 7.00             | \$ 119.00    | \$ 7.18              | \$ 122.06    |
| 7    | 8-Inch SOLID (1-Foot STRIPE, 3-Foot Gap -White) INLAY PLASTIC         | 443         | LF   | \$ 8.00             | \$ 3,544.00  | \$ 10.25             | \$ 4,540.75  |
| 8    | 8-Inch SOLID - GORE (White) INLAY PLASTIC                             | 2,592       | LF   | \$ 6.00             | \$ 15,552.00 | \$ 8.20              | \$ 21,254.40 |
| 9    | 18-Inch STOP BAR (White) THERMOPLASTIC                                | 246         | LF   | \$ 9.00             | \$ 2,214.00  | \$ 15.38             | \$ 3,783.48  |
| 10   | 24-Inch X 96-Inch (8-Foot) CROSSWALK BLOCKS - PREFORMED THERMOPLASTIC | 64          | EA   | \$ 130.00           | \$ 8,320.00  | \$ 189.63            | \$ 12,136.32 |
| 11   | LEFT ARROW (PREFORMED THERMOPLASTIC-TYPE 2SL)                         | 18          | EA   | \$ 190.00           | \$ 3,420.00  | \$ 153.75            | \$ 2,767.50  |
| 12   | RIGHT ARROW (PREFORMED THERMOPLASTIC-TYPE 2SR)                        | 7           | EA   | \$ 110.00           | \$ 770.00    | \$ 153.75            | \$ 1,076.25  |
| 13   | BIKE LANE SYMBOL WSDOT TYPE M-9.50 (PREFORMED THERMOPLASTIC)          | 9           | EA   | \$ 250.00           | \$ 2,250.00  | \$ 256.25            | \$ 2,306.25  |
| 14   | BIKE LANE ARROW WSDOT TYPE M-9.50 (PREFORMED THERMOPLASTIC)           | 4           | EA   | \$ 175.00           | \$ 700.00    | \$ 128.13            | \$ 512.52    |
| 15   | PARKING LOT STRIPING (4-Inch Paint - White)                           | 60          | LF   | \$ 4.00             | \$ 240.00    | \$ 7.69              | \$ 461.40    |
| 16   | PARKING LOT LEFT ARROW (Paint - White)                                | 1           | EA   | \$ 200.00           | \$ 200.00    | \$ 87.13             | \$ 87.13     |
| 17   | PARKING LOT RIGHT ARROW (Paint - White)                               | 1           | EA   | \$ 200.00           | \$ 200.00    | \$ 87.13             | \$ 87.13     |
| 18   | PARKING LOT THRU ARROW (Paint - White)                                | 1           | EA   | \$ 200.00           | \$ 200.00    | \$ 87.13             | \$ 87.13     |

| ITEM | ITEM WITH UNIT PRICE BID   | APPROX. QTY | UNIT | Engineer's Estimate |             | Culbert Construction |              |
|------|--|-------------|------|---------------------|-------------|----------------------|--------------|
|      |  |             |      | UNIT PRICE          | TOTAL       | UNIT PRICE           | TOTAL        |
| 19   | TYPE 2YY RAISED PAVEMENT MARKERS (RPM'S)                                     | 116         | EA   | \$ 18.00            | \$ 2,088.00 | \$ 25.63             | \$ 2,973.08  |
| 20   | 36-Inch TUBULAR MARKERS  | 7           | EA   | \$ 150.00           | \$ 1,050.00 | \$ 256.25            | \$ 1,793.75  |
| 21   | REMOVE AND DISPOSE EXISTING SIGN   | 12          | EA   | \$ 75.00            | \$ 900.00   | \$ 205.00            | \$ 2,460.00  |
| 22   | SIGN NO. 1-INSTALL NEW R7-2AK 12-Inch x 18-Inch (No Parking, No Stopping)    | 5           | EA   | \$ 200.00           | \$ 1,000.00 | \$ 461.26            | \$ 2,306.30  |
| 23   | SIGN NO. 2-INSTALL NEW R2-1(40) 24-Inch x 36-Inch (Speed Limit 40)           | 2           | EA   | \$ 300.00           | \$ 600.00   | \$ 512.51            | \$ 1,025.02  |
| 24   | SIGN NO. 4-INSTALL NEW R3-5(R) 24-Inch x 30-Inch (Right-Turn Only)           | 4           | EA   | \$ 275.00           | \$ 1,100.00 | \$ 512.51            | \$ 2,050.04  |
| 25   | SIGN NO. 5-INSTALL NEW R4-4 36-Inch x 30-Inch (Right-Turn, Yeild to Bikes)   | 3           | EA   | \$ 325.00           | \$ 975.00   | \$ 512.51            | \$ 1,537.53  |
| 26   | SIGN NO. 5-REMOVE AND REINSTALL R4-4 (Right-Turn, Yeild to Bikes)            | 1           | EA   | \$ 375.00           | \$ 375.00   | \$ 333.13            | \$ 333.13    |
| 27   | SIGN NO. 6-INSTALL NEW R3-7R 24-Inch x 24-Inch (RT. Land Must Turn RT.)      | 4           | EA   | \$ 350.00           | \$ 1,400.00 | \$ 461.26            | \$ 1,845.04  |
| 28   | SIGN NO. 7-INSTALL NEW COMB. RT. TURN & BIKE LANE 24-Inch x 30-Inch (Custom) | 2           | EA   | \$ 375.00           | \$ 750.00   | \$ 512.51            | \$ 1,025.02  |
| 29   | SIGN NO. 9-INSTALL NEW "CITY OF KENNEWICK, TRI-CITIES" (Custom)              | 1           | EA   | \$ 425.00           | \$ 425.00   | \$ 768.76            | \$ 768.76    |
| 30   | SIGN POST AND BASE   | 7           | EA   | \$ 375.00           | \$ 2,625.00 | \$ 281.88            | \$ 1,973.16  |
| 31   | REMOVE AND REINSTALL EXISTING SIGN   | 1           | EA   | \$ 150.00           | \$ 150.00   | \$ 512.51            | \$ 512.51    |
| 32   | REMOVE AND REINSTALL SIGNAGE, POST AND BASE                                  | 4           | EA   | \$ 450.00           | \$ 1,800.00 | \$ 512.51            | \$ 2,050.04  |
| 33   | OBJECT MARKER SIGN: OM3-L 12-INCH X 36-INCH                                  | 2           | EA   | \$ 250.00           | \$ 500.00   | \$ 666.26            | \$ 1,332.52  |
| 34   | IRS HAZARD MARKER with DRIVEABLE BASE and ASSOCIATED HARDWARE                | 2           | EA   | \$ 500.00           | \$ 1,000.00 | \$ 666.26            | \$ 1,332.52  |
| 35   | CONDUIT PIPE 2.0-Inch DIAM. (Includes Junction Box and Mule Tape)            | 546         | LF   | \$ 15.00            | \$ 8,190.00 | \$ 20.20             | \$ 11,029.20 |

| ITEM | ITEM WITH UNIT PRICE BID   | APPROX. QTY | UNIT | Engineer's Estimate |                        | Culbert Construction |                        |
|------|--|-------------|------|---------------------|------------------------|----------------------|------------------------|
|      |  |             |      | UNIT PRICE          | TOTAL                  | UNIT PRICE           | TOTAL                  |
| 36   | CRUSHED SURFACING TOP COURSE for TRENCH BACKFILL   | 546         | LF   | \$ 30.00            | \$ 16,380.00           | \$ 3.06              | \$ 1,670.76            |
| 37   | TRAFFIC SIGNAL SYSTEM<br>(Ex.Equipment Removal and New Install and Foundations, etc.)  | 1           | LS   | \$ 200,000.00       | \$ 200,000.00          | \$ 147,320.78        | \$ 147,320.78          |
|      | <b>SCHEDULE F SUB-TOTAL:</b>   |             |      |                     | <b>\$ 305,926.08</b>   |                      | <b>\$ 283,387.33</b>   |
|      |  |             |      |                     |                        |                      |                        |
|      | <b>CONSTRUCTION TOTAL</b>  |             |      |                     | <b>\$ 2,580,000.00</b> |                      | <b>\$ 2,995,360.46</b> |
|      |  |             |      |                     |                        |                      |                        |
|      | <i>To the best of my ability, I hereby certify that this is a true and correct bid tabulation for contract P2012-22 Steptoe &amp; Gage Intersection Improvements Project. A bid analysis was completed for unbalanced bid.</i> |             |      |                     |                        |                      |                        |
|      |  |             |      |                     |                        |                      |                        |
|      | <i>Heath Mellotte, PE</i>  |             |      |                     |                        |                      |                        |
|      | <i>Design Services Manager</i>   |             |      |                     |                        |                      |                        |

**Draft Print**

07/25/2022 9:37:40 AM



# Memorandum

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## Public Works

To: Cary M. Roe, P.E.  
Public Works Director

From: Heath Mellotte, PE  
Design Services Manager

Date: 8/3/22

Subject: P2012 Steptoe/Gage Intersection Improvements Project  
Staff Recommendation to Reject Culbert Construction Bid

The P2012 Steptoe/Gage Intersection Improvements Project opened for Contractor bids on July 13, 2022. Only one (1) bid for the project was received, which unfortunately was well over the planned budget and Engineer's Estimate. City Staff reviewed the proposal and have identified a couple items to consider for rejecting the bid:

- Submitted bid is \$400,000 over budget. Factoring in a 10% contingency which is typical for all of our contract work, this calculates to a shortfall of over \$700,000.
- Intent of competitive bidding process was not met since there was only one bid submitted.

Based on this, Staff recommends for Council to reject this bid. The project should then be re-advertised later this year in December or early January of next year. We feel that by advertising late this year or early 2023, we would be able to solicit additional bidders for a more competitive bid since this year's construction season would be over by then. In addition, we've been seeing a trend of the construction industry starting to slow down. Also, advertising at that time of year would eliminate any likelihood of having to "winter-over" a partially completed intersection at our highest volume intersection.

If Council decides to award this contract to Culbert Construction and is able to fill the budget gap, WSDOT Highways & Local Programs (who disburses the Federal funds for this project) will require justification from the City as to why we are awarding to a sole bidder.

Attachment: Draft Bid Tabulations

# Council Agenda Coversheet



|                    |                       |              |            |
|--------------------|-----------------------|--------------|------------|
| Agenda Item Number | 8.a.                  | Council Date | 08/16/2022 |
| Agenda Item Type   | General Business Item |              |            |
| Subject            | Legislative Prayer    |              |            |
| Ordinance/Reso #   |                       | Contract #   |            |
| Project #          |                       | Permit #     |            |
| Department         | City Attorney         |              |            |

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

### Recommendation

Provide direction to staff whether or not to prepare a resolution approving Legislative Prayer at the beginning of regular council meetings and establish a process to facilitate scheduling volunteer prayer providers.

### Motion for Consideration

I move to direct staff to prepare a resolution approving Legislative Prayer at the beginning of regular council meetings and adopting a process to facilitate scheduling volunteer prayer providers.

### Summary

On July 12th Council held a workshop wherein the concept of Legislative Prayer was discussed. Staff provided the legal background for Legislative Prayer as well as a few suggestions for adopting a policy and practice, if Council decides to move forward with Legislative Prayer. As noted in the presentation, this is a policy decision which Council has the legal authority to make.

During the workshop discussion several Council members spoke in favor of adopting a policy and several members spoke in opposition to adopting a policy. It was recommended that this subject be put on the new business portion of the next regular council meeting agenda for a vote by the Council to provide direction to staff.

On July 19th Council discussed Legislative Prayer. At the conclusion of the discussion Council voted to continue this matter to the August 16th meeting to allow Council members additional time to review the information provided. As noted before, staff is seeking direction on whether or not to prepare a resolution to implement Legislative Prayer as a part of the regular council meeting process.

### Alternatives

Leave the agenda and process as it is currently established or other options provided by the majority of the Council.

### Fiscal Impact

None.

|                    |  |
|--------------------|--|
| Through            | Kristi Johnson<br>Aug 05, 10:50:21 GMT-0700 2022 |
| Dept Head Approval | Lisa Beaton<br>Aug 05, 11:08:35 GMT-0700 2022    |
| City Mgr Approval  | Marie Mosley<br>Aug 12, 12:51:14 GMT-0700 2022   |

Attachments:

Recording Required?



# City Council Meeting Schedule August 2022

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

August 2, 2022  
Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING - Cancelled

CITY/NATIONAL NIGHT OUT - Southridge Sports &  
Events Complex, 2901 Southridge Blvd, 5:00 p.m.-  
7:30 p.m.

August 9, 2022  
Tuesday, 6:30 p.m.

WORKSHOP MEETING

1. Columbia Park Regional Summer Events Update
2. Parks & Recreation Department Update: Biennium Goals & Priorities

August 16, 2022  
Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

August 23, 2022  
Tuesday, 6:30 p.m.

WORKSHOP MEETING

1. Kennewick Irrigation District Update
2. Kennewick Housing Authority Interlocal Agreement
3. Management Services Update: Biennium Goals & Priorities
4. Wastewater Treatment Plant Phase II Biosolids Update

August 30, 2022  
Tuesday, 6:30 p.m.

NO MEETING SCHEDULED

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

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



# City Council Meeting Schedule September 2022

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

September 6, 2022  
Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

September 13, 2022  
Tuesday, 6:30 p.m.

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

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

1. Animal Control Update
2. Economic Development Update
3. Council Code Amendments: Term Limits & Boards & Committees

September 20, 2022  
Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

September 27, 2022  
Tuesday, 6:30 p.m.

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

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

1. 2023/2024 Budget Assumptions
2. Comp Plan Amendments
3. Water/Sewer Rate Study

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September 2022  
Updated 07/26/22