



City Council Regular Meeting Agenda

September 19, 2023 at 6:30 PM

City Hall Council Chambers - 210 W. 6th Ave 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_6CiEkl4TBS52GipWjeJCg. Registrations must be received by 4:00 p.m. on the day of the meeting.

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

1. CALL TO ORDER

Roll Call/Pledge of Allegiance/Welcome/Invocation

HONORS & RECOGNITIONS

- Service Recognition - Mark Kesterson 44-years (Parks, Recreation & Facilities)

2. VISITORS

Public comments for item(s) on the agenda not covered under a public hearing. Please limit your comments to three minutes. The public comment period is not an opportunity for dialogue with council members, or for posing questions with the expectation of an immediate answer. Many questions require an opportunity for information-gathering. For this reason, Council will not directly respond to comments, questions or concerns. Records intended for Council (9 copies are required) must be given to the City Clerk by 4:00 p.m. on the Monday before the meeting.

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.

- Meeting Minutes - September 5, 2023.
Motion to approve the meeting minutes of September 5, 2023.
- Claims Roster - August
Motion to approve the Claims Roster for August 2023 in the amount of \$4,805,249.20, comprised of electronic payments and check numbers 310938-311351.
- Payroll Roster Approval
Motion to approve the Payroll Roster for the pay period ending 8/31/2023.
- Public Works Board - Project Completion Report
Motion to authorize the City Manager to sign the Public Works Boat Construction Project Completion Report for the US395/Ridgeline Interchange Project.

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

- e. Memorandum of Agreement - Columbia Park 72 Acres Conveyance
Motion to authorize the City Manager to sign the Memorandum of Agreement with U.S. Army Corps of Engineers, Walla Walla District, Confederated Tribes of the Umatilla Indian Reservation, Wanapum Band, Washington State Department of Archaeology and Historic Preservation, for the transfer of 72 acres of land within Columbia Park to the City of Kennewick.
- f. Resolution 23-12: Accepting WWTP Phase 2 SRF Funding
Motion to adopt Resolution 23-12 and authorize the City Manager to sign DOE's funding agreement.
- g. 2022 General Sewer Plan Supplemental Agreement No. 2
Motion to authorize the City Manager to sign the Supplemental Agreement No. 2 with J-U-B Engineers, Inc. for the 2022 General Sewer Plan update (P2114).
- h. Final Plat - Apple Valley 6B
Motion to authorize the Mayor (or in his absence Mayor Pro Tem) to sign the final plat for Apple Valley Phase 6B, contingent upon the completion of outstanding Public Works requirements.
- i. Parcel combination - 36 N. Nutmeg St
Motion to authorize the Mayor to sign a Quit Claim Deed to consolidate three City-owned parcels at 36 N. Nutmeg St.
- j. Systemic Safety Street Light Project Interlocal Agreement
Motion to authorize the City Manager to sign the Interlocal Agreement with the PUD of Benton County for the P2214 Systemic Safety Street Lighting Improvements Project.

5. ORDINANCES/RESOLUTIONS

6. PUBLIC HEARINGS/MEETINGS

7. NEW BUSINESS

8. UNFINISHED BUSINESS

9. VISITORS

Public comments for any item(s) the public wants to bring to Council. Please limit your comments to three minutes. The public comment period is not an opportunity for dialogue with council members, or for posing questions with the expectation of an immediate answer. Many questions require an opportunity for information-gathering. For this reason, Council will not directly respond to comments, questions or concerns. Records intended for Council (9 copies are required) must be given to the City Clerk by 4:00 p.m. on the Monday before the meeting.

10. COUNCIL COMMENTS/DISCUSSION

11. ADJOURNMENT

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CITY OF KENNEWICK
CITY COUNCIL
Regular Meeting
September 5, 2023

1. CALL TO ORDER

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

City Council and Staff Present:

Mayor Pro Tem Gretl Crawford
Chuck Torelli
Jim Millbauer
Loren Anderson
Mayor Bill McKay
Marie Mosley

Steve Donovan
Christina Palmer
Lisa Beaton
Cary Roe
Terri Wright
Dan Legard

Nick Farline
Randy Maynard
Chad Michael
Alisha Piper
Matt Halitsky

Councilmember Torelli moved, seconded by Mayor Pro Tem Crawford to excuse the absence of Councilmembers Brad Beauchamp and John Trumbo. The motion passed. (5-0)

Mayor McKay led the Pledge of Allegiance.

Hubert Rigor, Kennewick provided the invocation.

HONORS & RECOGNITIONS

- Attendance Awareness Month Proclamation

Mayor Pro Tem Crawford read and presented the proclamation to United Way Community Impact Director Jessica Sagdal.

- Service Recognition - Dave Hansen 32-years (Public Works)

Mayor McKay thanked Dave Hansen who was not able to attend for his 32-years of service.

2. VISITORS - None

3. APPROVAL OF AGENDA

Councilmember Torelli moved, seconded by Councilmember Millbauer to approve the Agenda as presented. The motion passed. (5-0)

4. CONSENT AGENDA

- a. Motion to approve the meeting minutes of August 15, 2023.
- b. Motion to approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for July 2023 in the amount of \$280,747.58 comprised of check numbers 26454-26531 in the amount of \$139,104.90 and electronic transfers in the amount of \$141,642.68.
- c. Motion to approve the Claims Roster for the Columbia Park Golf Course Account for July 2023 in the amount of \$50,128.28, comprised of check numbers 2763-2768 in the amount of \$8,070.23 and electronic transfers in the amount of \$42,058.05.
- d. Motion to approve the Payroll Roster for the pay period ending 8/15/2023.

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- e. Motion to authorize the Mayor to sign the Interlocal Agreement with Benton County and the City of Richland for the 2023 Edward Byrne Justice Assistance Grant (JAG) Program Award.
- f. Motion to authorize the City Manager to sign the License Agreement for 326 North Columbia Center Boulevard with SR McConnell, LLC (Sporthaus).
- g. Motion to authorize the City Manager to sign the License Agreement for 7605 West Deschutes Avenue with Basin Investment Group LLP (Pizza Hut)
- h. Motion to accept the work of Inland Asphalt Company for contract P2123, 2022 Asphalt Overlay Contract, in the amount of \$1,637,953.37.
- i. Motion to approve the Annual Complete Streets Report.
- j. Motion to authorize the City Manager to sign the Work Crew Agreement with Benton County.
- k. Motion to authorize the Mayor to execute Supplemental Agreement No. 3 to extend the completion date for the existing agreement with David Evans & Assoc. to perform construction engineering services for the US 395/Ridgeline Interchange Project.
- l. Motion to authorize the Mayor to sign the Local Agency Supplement #2 to purchase signal equipment for the P2011 Quinault Ave and Columbia Center Blvd Intersection Project.

Councilmember Torelli moved, seconded by Councilmember Anderson to approve the Consent Agenda as presented. The motion passed. (5-0)

5. ORDINANCES/RESOLUTIONS

- a. Ordinance 6032: Change of Zone (COZ-2023-0005) from Public Facility (PF) to Justice Facility (JF) located at 7400 W. Quinault Ave. Alisha Piper, Planner reported.

City Clerk Wright read Ordinance No. 6032 by title.

ORDINANCE NO. 6032

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY WITHIN THE CITY OF KENNEWICK LOCATED AT 7400 W. QUINAULT AVENUE FROM PUBLIC FACILITY (PF) TO JUSTICE FACILITY (JF) (COZ 2023-0005, Benton County)

Councilmember Anderson moved, seconded by Councilmember Torelli to adopt Ordinance No. 6032. The motion passed. (5-0)

- b. Ordinance 6033: Change of Zone (COZ-2023-0006) from Industrial, Light (IL) to Commercial, Community (CC) located at 8920 W Clearwater Ave. Matt Halitsky, Senior Planner reported.

City Clerk Wright read Ordinance No. 6033 by title.

ORDINANCE NO. 6033

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY WITHIN THE CITY OF KENNEWICK LOCATED AT 8920 W. CLEARWATER AVENUE FROM INDUSTRIAL, LIGHT (IL) TO COMMERCIAL, COMMUNITY (CC) (COZ 2023-0006, Hansen Park, LLC)

Councilmember Anderson moved, seconded by Councilmember Torelli to adopt Ordinance 6033. The motion passed. (5-0)

6. PUBLIC HEARINGS/MEETINGS – None

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7. NEW BUSINESS

- a. Development Code Amendment DCA-2023-0001 to amend KMC 18.12.010 A.1 for Day Care Centers. Steve Donovan, Development Service Manager reported.

Councilmember Torelli moved, seconded by Councilmember Anderson to deny Development Code Amendment DCA-2023-0001. The motion Passed. (5-0)

8. UNFINISHED BUSINESS

9. VISITORS

Bill Lawson, Kennewick business owner, spoke regarding hotel property at Vista Field
Cheryl Breakway, Kennewick - spoke regarding code enforcement issues in her neighborhood not getting resolved.

10. COUNCIL COMMENTS/DISCUSSION

Council members reported on their respective activities.

Mayor McKay recessed the meeting at 7:45 p.m. until 7:55 p.m.

11. EXECUTIVE SESSION

Mayor McKay called the meeting back to order at 7:55 p.m. and stated Council would convene into Executive Session per RCW 42.30.110(1)(g) to evaluate the qualifications of an applicant for public employment (City Manager position) for 60 minutes ending at 8:55 p.m.

12. ADJOURNMENT

Mayor McKay returned from the Executive Session at 8:55 p.m. and concluded the meeting.

Terri L. Wright, MMC, CPRO
City Clerk

Council Agenda Coversheet	Agenda Item Number: 4.b.	Council Date: 9/19/2023	Category: Consent Agenda								
	Agenda Item Type: General Business Item Subject: Claims Roster - August Department: Finance Ord/Reso # Project #	Contract # Permit #									
<p><u>Recommendation</u> That Council approve the Claims Roster for August 2023.</p> <p><u>Motion for Consideration</u> Motion to approve the Claims Roster for August 2023 in the amount of \$4,805,249.20, comprised of electronic payments and check numbers 310938-311351.</p> <p><u>Summary</u> The purchasing card detail is provided in a separate report following the claims roster. The payments on this Claims Roster are comprised of the following issuances during the period 8/1/2023-8/31/2023:</p> <table style="margin-left: 40px;"> <tr> <td>Check numbers 310938-311351:</td> <td style="text-align: right;">\$ 4,630,182.19</td> </tr> <tr> <td>Electronic payments (EFT):</td> <td style="text-align: right;">175,067.01</td> </tr> <tr> <td></td> <td style="text-align: right;">-----</td> </tr> <tr> <td style="text-align: right;">Total \$</td> <td style="text-align: right;">4,805,249.20</td> </tr> </table> <p><u>Alternatives</u> None.</p> <p><u>Fiscal Impact</u> Total \$4,805,249.20.</p>				Check numbers 310938-311351:	\$ 4,630,182.19	Electronic payments (EFT):	175,067.01		-----	Total \$	4,805,249.20
Check numbers 310938-311351:	\$ 4,630,182.19										
Electronic payments (EFT):	175,067.01										

Total \$	4,805,249.20										
<p><u>Attachments:</u> 1. Claims Roster</p>											

City of Kennewick
Claims Roster by Fund/Division
8/1/2023 to 8/31/2023



CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT	
Fund 001					
000 - Fund Activity					
EFT	08/01/2023	70239	STATE OF WASH DEPT OF REVENUE	LEASEHOLD EXCISE TAX 2ND QTR	\$3,479.12
EFT	08/25/2023	167	WA STATE DEPT OF REVENUE	EXCISE TAX- JULY 2023	\$964.62
310940	08/02/2023	99992	CIVIC REC REFUNDS	58346487 REFUND	\$22.00
310941	08/02/2023	99992	CIVIC REC REFUNDS	58737416 REFUND	\$150.00
310946	08/09/2023	70001	BENTON COUNTY TREASURER	CRIME VICTIM'S COMPENSATION JULY 2023	\$740.40
310948	08/09/2023	70000	WASHINGTON STATE TREASURER	JULY 2023 COURT FINES	\$44,278.44
				000 - Fund Activity Subtotal:	\$49,634.58
011 - City Council					
311328	08/25/2023	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$280.07
				011 - City Council Subtotal:	\$280.07
012 - City Manager					
311328	08/25/2023	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$87.44
				012 - City Manager Subtotal:	\$87.44
023 - Recreation Services					
EFT	08/23/2023	77146	GLOBAL PAYMENTS	CIVIC REC MERCHANT FEES	\$3,572.79
EFT	08/25/2023	167	WA STATE DEPT OF REVENUE	EXCISE TAX- JULY 2023	\$301.54
310987	08/11/2023	2481	CI INFORMATION MANAGEMENT, CI SUPPORT LLC	SHREDDING SERVICE	\$51.32
311034	08/11/2023	612	RENEE CHRISTEN LA PLANTE	NEW STAFF SHIRTS	\$97.80
311063	08/11/2023	8250	MOSES LAKE MENS SOFTBALL	SOFTBALL UMPIRE FEES	\$1,092.00
311064	08/11/2023	7969	MUSTANG SIGN GROUP, WANG ENTERPRISES	NEW HOURS VINYL SIGN	\$18.48
311146	08/11/2023	671	YMCA OF GREATER TRI-CITIES	SUMMER CAMP FEES	\$3,606.00
311157	08/25/2023	8070	ALLUSIONS FACE & BODY ART, ALICIA DUERR	FACEPAINTING ACTIVITY AT NUMERICA FAMILY DAY.	\$530.00
311207	08/25/2023	7711	CULLIGAN WATER CONDITIONING	WATER DELIVERY	\$83.43
311236	08/25/2023	612	RENEE CHRISTEN LA PLANTE	STAFF UNIFORMS	\$82.16
311263	08/25/2023	8250	MOSES LAKE MENS SOFTBALL	UMPIRE FEES	\$572.00
311312	08/25/2023	6357	THREE RIVERS WINDOW FASHIONS, BUDGET BLINDS	SUN SHADES FOR COMMUNITY CENTER	\$8,660.57
311328	08/25/2023	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$157.00
				023 - Recreation Services Subtotal:	\$18,825.09
024 - Facilities Maintenance					
310958	08/11/2023	10587	ALOHA GARAGE DOOR COMPANY INC	REPLACE PHOTO EYES FOR ROLLING GATE	\$594.59
310970	08/11/2023	3707	BAXTER AUTO PARTS	TRAILER PLUG	\$19.01
310981	08/11/2023	749	BUILDERS HARDWARE & SUPPLY CO	HARDWARE FOR NEW RESTROOMS	\$1,455.35
311013	08/11/2023	166	FARMERS EXCHANGE	WEEDEATER STRING	\$372.32
311037	08/11/2023	303	INTERMOUNTAIN CLEANING SERVICE INC.	JANITORIAL SVC - JULY 2023	\$12,113.00
311045	08/11/2023	6917	KELLER SUPPLY COMPANY	HOSE BIB KEYS - COMMUNITY GARDEN	\$280.84

City of Kennewick
Claims Roster by Fund/Division
8/1/2023 to 8/31/2023



CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
311047	08/11/2023	78 KENNEWICK INDUSTRIAL & ELEC	CHARGER	\$3,217.90
311074	08/11/2023	4520 OTIS ELEVATOR	SERVICE CONTRACT	\$14,327.66
311081	08/11/2023	957 RANCH & HOME INC	LANDSCAPING TOOLS	\$836.23
311092	08/11/2023	817 SENSKE LAWN & TREE CARE INC	18-040 MAINT - TOYOTA CENTER AND ARENA	\$7,327.32
311095	08/11/2023	7555 SHERWIN-WILLIAMS COMPANY	TRIM - EXTERIOR RESTROOMS	\$448.75
311110	08/11/2023	6811 SUPERIOR TREE SERVICE LLC	STAGE AREA, RIVERS EDGE CLEAN UP	\$16,930.05
311116	08/11/2023	5945 TK ELEVATOR	ELEVATOR MAINTENANCE	\$55.73
311128	08/11/2023	3564 US LINEN AND UNIFORM	LINEN SERVICE	\$297.04
311136	08/11/2023	1035 WASHINGTON HARDWARE AND, FURNITURE CO	DOOR MAG REPAIR	\$254.42
311155	08/25/2023	8623 ACE SALES & SERVICE INC	K-4 PORTA O LETS	\$5,087.14
311158	08/25/2023	10587 ALOHA GARAGE DOOR COMPANY INC	FURNISH AND INSTALL KPD EAST AUTOMATIC GATE OPENER	\$17,582.23
311161	08/25/2023	3088 APOLLO MECHANICAL CONTRACTORS, APOLLO SHEET METAL	2 PUMPS - SWAMP COOLER #3	\$580.90
311165	08/25/2023	2395 AQUATIC SPECIALTY SERVICES, INC.	PULSAR GRANULAR BAGS FOR POOL	\$7,183.61
311174	08/25/2023	94 BENTON COUNTY TREASURER	FULL PAYMENT FOR TAX ASSESSMENT	\$75.01
311176	08/25/2023	84 BENTON PUD NO. 1	ELECTRICITY	\$35,274.30
311179	08/25/2023	8686 BF POWER VAC, BENTON FRANKLIN POWER VAC	KFD 62 AND 64 HVAC SYSTEM CLEANING	\$7,588.35
311186	08/25/2023	6245 BUELL RECREATION LLC	PLAYGROUND REPAIR	\$487.52
311187	08/25/2023	749 BUILDERS HARDWARE & SUPPLY CO	PADLOCKS FOR STOCK	\$672.54
311191	08/25/2023	83 CASCADE NATURAL GAS	GAS SERVICE	\$645.51
311198	08/25/2023	175 COLUMBIA BASIN PAPER & SUPPLY	RECEPTICLES FOR RESTROOM STALLS	\$135.25
311207	08/25/2023	7711 CULLIGAN WATER CONDITIONING	WATER FOR COLUMBIA PARK	\$79.08
311217	08/25/2023	5426 EWING IRRIGATION PRODUCTS, INC	QUICK COUPLER BOXES	\$14.01
311218	08/25/2023	9431 FAIRBANK EQUIPMENT	SPRAYER REPAIR	\$58.34
311219	08/25/2023	166 FARMERS EXCHANGE	WEED EATER STRING	\$630.44
311221	08/25/2023	9237 FIKES NORTHWEST CORP	SCENT	\$201.74
311222	08/25/2023	409 FRONTIER FENCE INC	CANTILEVER BRACKET - PD WEST GATE	\$61.46
311226	08/25/2023	1775 GRAINGER	POOL VALVES	\$610.08
311231	08/25/2023	15 HARBOR FREIGHT TOOLS	TOOLS FOR TRUCK	\$268.28
311241	08/25/2023	1112 IRRIGATION SPECIALISTS INC	PUMP REPAIR AT KIWANIS BLD IRRIGATION	\$567.11
311247	08/25/2023	78 KENNEWICK INDUSTRIAL & ELEC	MAIN LINE REPAIR	\$1,605.30
311250	08/25/2023	420 LEGACY POOL LLC	POOL CHEMICALS	\$445.51
311253	08/25/2023	8709 MCCAIN TRAFFIC SUPPLY	SPLASH PAD BUTTONS	\$530.46
311259	08/25/2023	484 MILNE NAIL,POWER TOOL & REPAIR	IRRIGATION REPAIR PUMPS	\$598.91
311262	08/25/2023	5112 MOON SECURITY SERVICES, INC	FIRE SYSTEM	\$1,054.11
311265	08/25/2023	6624 MOUNT'S LOCK, KEY & ENGRAVING, INC.	CASH DRAWER KEYS	\$15.00
311282	08/25/2023	957 RANCH & HOME INC	HITCH FOR NEW TRUCK	\$162.16
311294	08/25/2023	817 SENSKE LAWN & TREE CARE INC	LAWRENCE SCOTT PARK- IRRIGATION PROJECT	\$19,331.25
311297	08/25/2023	7555 SHERWIN-WILLIAMS COMPANY	PLASTIC TO CLOSE OFF OFFICE/KIOSK DURING FLR RENO	\$121.13
311324	08/25/2023	4764 UNITED PARCEL SERVICE, UPS	SHIPPING	\$16.60
311328	08/25/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$1,173.21

City of Kennewick
Claims Roster by Fund/Division
 8/1/2023 to 8/31/2023



CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
311332	08/25/2023	104 WA STATE LABOR & INDUSTRIES	CERTIFICATE	\$161.65
024 - Facilities Maintenance Subtotal:				\$161,548.40
026 - Economic Development				
311000	08/11/2023	410 COMMUNITY ATTRIBUTES INC	ECONOMIC DEVELOPMENT STRATEGIC PLAN PHASE II	\$6,236.25
311237	08/25/2023	1969 HOME BUILDERS ASSOCIATION, OF TRI-CITIES	HBA ANNUAL DUES	\$435.00
311240	08/25/2023	6 IMPREST PETTY CASH FUND	IMPREST PETTY CASH DRAWER	\$8.62
311316	08/25/2023	3736 TRIDEC	ICSC BOOTH EXPENSE REIMBURSEMENT	\$1,351.80
311328	08/25/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$41.22
026 - Economic Development Subtotal:				\$8,072.89
032 - Accounting				
311285	08/25/2023	1314 REHN & ASSOCIATES, INC.	COBRA NOTICES	\$50.00
311330	08/25/2023	976 WA STATE AUDITOR'S OFFICE	AUDIT NO: 58153 AUDIT PERIOD: 22-22	\$4,652.80
032 - Accounting Subtotal:				\$4,702.80
033 - Human Resources				
310979	08/11/2023	6625 BRAIN, TREVOR	CDL REIMBURSEMENT	\$136.00
311022	08/11/2023	560 GMP CONSULTANTS LLC	BOB LARSON TRAVEL AND LODGING	\$14,728.47
311028	08/11/2023	10399 HATTON, JAMIE	REIMBURSEMENT FOR WELLNESS COMMITTEE SUPPLIES.	\$54.83
311066	08/11/2023	1030 NAVIA BENEFIT SOLUTIONS, CLIENT PAY	FLEX PLAN SERVICES	\$580.50
311073	08/11/2023	7831 ON SCENE MEDICAL SERVICES PC	DOT/CDL PHYSICAL	\$110.00
311101	08/11/2023	660 SMITH, CINDY	REIMBURSEMENT OF MEALS AND LODGING	\$2,350.33
311107	08/11/2023	8315 STERLING	NATIONAL CRIMINAL SEARCH	\$47.83
311112	08/11/2023	5827 TALOGY INC	CALIPER DEBRIEF	\$1,104.00
311125	08/11/2023	4764 UNITED PARCEL SERVICE, UPS	SHIPPING	\$11.67
311225	08/25/2023	560 GMP CONSULTANTS LLC	CSMITH TRAVEL AND WAGES	\$9,330.00
311274	08/25/2023	7831 ON SCENE MEDICAL SERVICES PC	PRE EMPLOYMENT & DOT PHYSICALS	\$110.00
311301	08/25/2023	660 SMITH, CINDY	REIMBURSEMENT- HOTEL AND MILEAGE	\$953.66
311307	08/25/2023	370 SUMMIT LAW GROUP, PLLC	CONTRACTED LABOR NEGOTIATIONS.	\$19,173.51
311308	08/25/2023	5827 TALOGY INC	CALIPER DEBRIEF	\$400.02
311336	08/25/2023	7879 WESLEY GROUP, THE, TWG CONSULTING CORP	LABOR RELATIONS CONSULTATION	\$1,000.00
033 - Human Resources Subtotal:				\$50,090.82
034 - Civil Service				
311274	08/25/2023	7831 ON SCENE MEDICAL SERVICES PC	PRE EMPLOYMENT & DOT PHYSICALS	\$1,750.00
311280	08/25/2023	326 PUBLIC SAFETY PSYCHOLOGICAL SERVICES	KPD PRE EMPLOYMENT TESTING	\$450.00
311328	08/25/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$87.44
034 - Civil Service Subtotal:				\$2,287.44
035 - Customer Service				
311208	08/25/2023	3530 DATAPROSE INC	DATAPROSE MAILING SVCS & POSTAGE JULY 2023	\$8,527.64
311325	08/25/2023	1298 US POSTAL SERVICE, (NEOPOST POSTAGE-ON-CALL)	NEOPOST MACHINE POSTAGE	\$8,000.00

City of Kennewick
Claims Roster by Fund/Division
8/1/2023 to 8/31/2023



CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
311334	08/25/2023	4479 WEBCHECK INC	LIEN SEARCH SERVICE JULY 2023	\$1,483.76
035 - Customer Service Subtotal:				\$18,011.40
036 - Code Enforcement				
310960	08/11/2023	5911 AMERICAN BUILDING MAINTENANCE	2201 W 5TH AVE - GARAGE WINDOW BOARD UP	\$271.75
311328	08/25/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$226.03
036 - Code Enforcement Subtotal:				\$497.78
042 - City Attorney				
310987	08/11/2023	2481 CI INFORMATION MANAGEMENT, CI SUPPORT LLC	RECURRING SHRED SERVICE JULY 2023 (W/ADDT'L PURGE)	\$78.10
311080	08/11/2023	3467 PRONTO PROCESS SERVICE, INC	COURIER FEE - JULY 2023	\$52.50
311134	08/11/2023	9543 WASHINGTON ASSOCIATION OF, PROSECUTING ATTORNEYS	WAPA FALL CONF REGISTRATION 2023	\$100.00
311140	08/11/2023	853 WEST GROUP PAYMENT CENTER	LIBRARY PLAN - AUGUST 2023	\$2,714.74
311257	08/25/2023	5561 MENKE JACKSON BEYER EHLIS, & HARPER, LLP	PREP COUNCIL PRESENTATION RE: COMP PLAN ABCS	\$204.00
311289	08/25/2023	5425 RIO FOLTZ PLLC	LEGAL SERVICES - 109 E 13TH & 408 S. GUM	\$1,850.00
311328	08/25/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$78.72
042 - City Attorney Subtotal:				\$5,078.06
051 - City Clerk				
311115	08/11/2023	172 THE TRI-CITY HERALD	PUBLICATION - PH NOTICE AZ-2023-001	\$129.42
311173	08/25/2023	34 BENTON COUNTY AUDITOR	RECORDING FEE - ORDINANCE 6030	\$207.50
311240	08/25/2023	6 IMPREST PETTY CASH FUND	IMPREST PETTY CASH DRAWER	\$1.96
051 - City Clerk Subtotal:				\$338.88
053 - Purchasing				
311024	08/11/2023	1775 GRAINGER	PALLET STRAPPING KIT FOR WAREHOUSE	\$311.04
311328	08/25/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$41.22
053 - Purchasing Subtotal:				\$352.26
054 - Information Technology				
311001	08/11/2023	6375 COMPUNET INC	CORPORATE F5 ANNUAL RENEWAL	\$8,556.78
311089	08/11/2023	6976 SCIENS CONSULTING LLC	IT STRATEGIC PLAN	\$27,200.00
311099	08/11/2023	8210 SMARSH INC	NET GUARD	\$1,484.44
311147	08/11/2023	5471 ZIPLY FIBER, NORTHWEST FIBER, LLC DBA	TELEPHONE SVC	\$7,203.02
311193	08/25/2023	8295 CENTURYLINK	PS/ALI - ALI/SR PER 100 REC	\$7.02
311227	08/25/2023	491 GRANICUS LLC	COUNCIL STREAMING SOLUTION (SWAGIT) ANNUAL	\$22,109.58
311240	08/25/2023	6 IMPREST PETTY CASH FUND	IMPREST PETTY CASH DRAWER	\$35.00
311310	08/25/2023	8 TELCO WIRING & REPAIR INC	CITY NETWORK CONNECTIONS	\$7,244.62
311321	08/25/2023	1566 TYLER TECHNOLOGIES INC	ERP ANNUAL MAINTENANCE	\$230,575.59
311328	08/25/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$1,005.28
054 - Information Technology Subtotal:				\$305,421.33
062 - Planning				

City of Kennewick
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CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
311115	08/11/2023	172 THE TRI-CITY HERALD	LEGAL PUBLICATION - SUB-2022-0018 NOPH	\$829.28
311240	08/25/2023	6 IMPREST PETTY CASH FUND	IMPREST PETTY CASH DRAWER	\$13.89
062 - Planning Subtotal:				\$843.17
070 - Police Revenues				
EFT	08/31/2023	70008 WA. STATE DEPT OF LICENSING	FIREARMS LICENSING	\$1,449.00
311150	08/18/2023	99994 CPL REFUNDS	CPL REFUND- 19684962003	\$32.00
311151	08/18/2023	99994 CPL REFUNDS	CPL REFUND- 19684976203	\$32.00
311152	08/18/2023	99994 CPL REFUNDS	CPL REFUND- 19684945303	\$32.00
311153	08/18/2023	99994 CPL REFUNDS	CPL REFUND- 19668116603	\$32.00
070 - Police Revenues Subtotal:				\$1,577.00
071 - KPD-Administration				
310938	08/01/2023	422 CLARITY POINT PLLC	WELLNESS PROGRAM	\$1,200.00
310957	08/11/2023	8871 ALLIED MATERIALS AND EQUIPMENT, CO INC	US FLAGS	\$314.92
310972	08/11/2023	14 BENTON COUNTY	JAG GRANT	\$5,325.00
310987	08/11/2023	2481 CI INFORMATION MANAGEMENT, CI SUPPORT LLC	SHRED SERVICES	\$1,445.45
310992	08/11/2023	422 CLARITY POINT PLLC	WELLNESS PROGRAM	\$1,211.45
310998	08/11/2023	1682 COLUMBIA FITNESS SYSTEMS	PREVENTATIVE MAINTENANCE SERVICE	\$211.97
311001	08/11/2023	6375 COMPUNET INC	23 CRADLE POINT RENEWAL	\$440.24
311051	08/11/2023	2280 LANGUAGE LINE SERVICES, INC	INTERPRETATION SERVICES	\$238.22
311087	08/11/2023	619 RYAN YATES	POLYGRAPH EXAM	\$250.00
311125	08/11/2023	4764 UNITED PARCEL SERVICE, UPS	SHIPPING	\$158.28
311147	08/11/2023	5471 ZIPLY FIBER, NORTHWEST FIBER, LLC DBA	TELEPHONE SVC	\$234.75
311178	08/25/2023	4965 BETTENDORF'S PRINTING & DESIGN, JUDY BETTENDORF	BUSINESS CARDS	\$70.66
311196	08/25/2023	422 CLARITY POINT PLLC	WELLNESS PROGRAM	\$450.00
311287	08/25/2023	5213 REYNA, BLANCA	KPD ADMIN PETTY CASH	\$99.00
311324	08/25/2023	4764 UNITED PARCEL SERVICE, UPS	SHIPPING	\$186.48
071 - KPD-Administration Subtotal:				\$11,836.42
072 - KPD-Criminal Investigation				
310976	08/11/2023	4965 BETTENDORF'S PRINTING & DESIGN, JUDY BETTENDORF	BUSINESS CARDS	\$70.66
310991	08/11/2023	2134 CITY OF SPOKANE, UTILITIES BILLING	DRUG DISPOSAL	\$108.34
311106	08/11/2023	2536 STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	OFFICE SUPPLIES	\$60.31
311111	08/11/2023	7988 T-MOBILE USA, INC, LAW ENFORCEMENT RELATIONS	TIMING ADVANCE	\$25.00
311118	08/11/2023	7228 TRANSUNION RISK ALTERNATIVE, DATA SOLUTIONS INC	PEOPLE SEARCH	\$231.75
311240	08/25/2023	6 IMPREST PETTY CASH FUND	IMPREST PETTY CASH DRAWER	\$61.70
311287	08/25/2023	5213 REYNA, BLANCA	KPD ADMIN PETTY CASH	\$336.00
072 - KPD-Criminal Investigation Subtotal:				\$893.76
073 - KPD-Patrol				
310976	08/11/2023	4965 BETTENDORF'S PRINTING & DESIGN, JUDY BETTENDORF	BUSINESS CARDS	\$141.30

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CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
311005	08/11/2023	9827 DAY WIRELESS SYSTEMS	RADIO MAINTENANCE	\$991.34
311060	08/11/2023	3284 MEL'S INTER-CITY TOWING	TOW SERVICE	\$619.89
311163	08/25/2023	5557 APPLIED CONCEPTS INC	RADAR REPAIRS	\$1,196.72
311178	08/25/2023	4965 BETTENDORF'S PRINTING & DESIGN, JUDY BETTENDORF	BUSINESS CARDS	\$141.30
311233	08/25/2023	9714 HBLE	SWAT SUPPLIES	\$1,962.90
311240	08/25/2023	6 IMPREST PETTY CASH FUND	IMPREST PETTY CASH DRAWER	\$3.88
311255	08/25/2023	3284 MEL'S INTER-CITY TOWING	TOW SERVICE	\$264.97
311264	08/25/2023	550 MOTOROLA SOLUTIONS INC	BATTERIES	\$866.12
311282	08/25/2023	957 RANCH & HOME INC	K9 SUPPLIES	\$115.20
311287	08/25/2023	5213 REYNA, BLANCA	KPD ADMIN PETTY CASH	\$231.00
311322	08/25/2023	3883 U R M CASH & CARRY	ICE AND WATER	\$29.28
311328	08/25/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$9,448.86
073 - KPD-Patrol Subtotal:				\$16,012.76
074 - KPD-Staff Services				
311176	08/25/2023	84 BENTON PUD NO. 1	ELECTRICITY	\$20.60
311264	08/25/2023	550 MOTOROLA SOLUTIONS INC	KPD RADIOS	\$1,217.01
311305	08/25/2023	2536 STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	OFFICE SUPPLIES	\$1,310.55
311333	08/25/2023	1033 WASHINGTON STATE PATROL	ACCESS USER FEE	\$878.25
074 - KPD-Staff Services Subtotal:				\$3,426.41
075 - KPD-Intergovernmental				
311171	08/25/2023	14 BENTON COUNTY	JAIL SERVICE	\$142,168.34
075 - KPD-Intergovernmental Subtotal:				\$142,168.34
076 - KPD-Special Services				
310953	08/11/2023	8623 ACE SALES & SERVICE INC	PORTABLE TOILET - SHOOTING RANGE	\$68.90
311103	08/11/2023	9312 SOUND UNIFORM/BRATWEAR, SEATTLE SEWING SOLUTIONS	QUARTERMASTER SUPPLIES	\$8,018.77
311108	08/11/2023	6187 SUN BADGE COMPANY	OFFICER BADGES	\$3,169.49
311114	08/11/2023	10971 THE BUNKER	QUARTERMASTER SUPPLIES - NEW HIRES	\$2,506.40
311155	08/25/2023	8623 ACE SALES & SERVICE INC	PORTABLE TOILET - SHOOTING RANGE	\$68.90
311176	08/25/2023	84 BENTON PUD NO. 1	ELECTRICITY	\$23.71
076 - KPD-Special Services Subtotal:				\$13,856.17
081 - Fire Administration				
310961	08/11/2023	5681 AMERIGAS PROPANE LP	PROPANE	\$79.39
310987	08/11/2023	2481 CI INFORMATION MANAGEMENT, CI SUPPORT LLC	SHREDDING SERVICES	\$152.04
310995	08/11/2023	7849 COLUMBIA BASIN ICE AND, TRANSPORT	ICE - STATION #5	\$315.00
311305	08/25/2023	2536 STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	ST 5 SUPPLIES	\$715.69
311317	08/25/2023	168 TRILOGY MEDWASTE WEST LLC	MED WASTE	\$39.75
311323	08/25/2023	4955 ULINE	STATION SUPPLIES	\$865.37
081 - Fire Administration Subtotal:				\$2,167.24

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CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
082 - Fire Suppression				
310951	08/11/2023	552 10TH AVENUE CLEANERS,LLC	UNIFORM CLEANING & ALTERATIONS	\$24.22
310965	08/11/2023	1568 ATOMIC SCREEN PRINT &, EMBROIDERY	KFD HATS	\$77.30
311005	08/11/2023	9827 DAY WIRELESS SYSTEMS	MIC - SINGLE UNIT	\$91.48
311020	08/11/2023	5823 GALLS, LLC	UNIFORM PANT	\$222.17
311024	08/11/2023	1775 GRAINGER	TRAFFIC CONE	\$255.83
311032	08/11/2023	8572 HIGH DESERT MAINTENANCE INC	GLOVE BOX HOLDERS	\$2,767.61
311049	08/11/2023	4244 L N CURTIS & SONS	REPLACEMENT PARTS - LIGHTING	\$6,551.21
311067	08/11/2023	5532 NORCO, INC.	REPLACEMENT PART - CYLINDER	\$51.09
311070	08/11/2023	5059 NORTHWEST SAFETY CLEAN	INSPECTION & CLEANING - PPE	\$388.98
311075	08/11/2023	917 OXARC, INC.	HYDROSTATIC TESTING	\$326.70
311126	08/11/2023	5807 UPTOWN CLEANERS, SANDRA R NINEMIRE	UNIFORM CLEANING	\$212.76
311127	08/11/2023	8884 US FIRE EQUIPMENT LLC, L HAMILTON V KARAHUTA	SNAP ON/OFF KIT, HEATSLEEVE & GOGGLES	\$2,062.32
311137	08/11/2023	4175 WASHINGTON STATE FIRE, FIGHTERS JATC	SPRING QUARTER 2023	\$250.84
311211	08/25/2023	8940 DFND TECHNOLOGIES LLC	PT GEAR	\$1,199.36
311224	08/25/2023	5823 GALLS, LLC	UNIFORM PANT	\$139.18
311248	08/25/2023	4244 L N CURTIS & SONS	FOAM PAIL WRENCH	\$427.75
311254	08/25/2023	1206 MED-TECH RESOURCE INC	LED FLASHLIGHT	\$1,645.92
311282	08/25/2023	957 RANCH & HOME INC	BOOTS	\$21.20
311291	08/25/2023	7872 SEA WESTERN INC	EXTRICATION GLOVE	\$5,834.37
311323	08/25/2023	4955 ULINE	LOGISTICS SUPPLIES	\$236.15
311328	08/25/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$1,460.22
311331	08/25/2023	7963 WA STATE DEPT NATURAL RESOURCE, FINANCIAL MANAGEM	INCIDENT RESPONSE - GUIDE	\$111.90
311333	08/25/2023	1033 WASHINGTON STATE PATROL	FIRE TRAINING ACADEMY 2023-02	\$36,392.00
311337	08/25/2023	309 WEST COAST HOSE REPAIR	HOSE REPAIR	\$946.00
082 - Fire Suppression Subtotal:				\$61,696.56
090 - Engineering				
310943	08/02/2023	667 Columbia River Plumbing	DPW-2022-7970 REFUND	\$2,335.63
310947	08/09/2023	99990 MISC REFUNDS	DPW-2023-1058 REFUND	\$305.00
311072	08/11/2023	3700 OFFICE DEPOT INC	OFFICE SUPPLIES	\$91.74
311115	08/11/2023	172 THE TRI-CITY HERALD	LATECOMER'S AGREEMENT SEWER EXT-JEFFERSON/YELLOW	\$117.02
311273	08/25/2023	3700 OFFICE DEPOT INC	OFFICE SUPPLIES	\$29.03
311315	08/25/2023	6270 TRI-CITY SIGN & BARRICADE, CONSTRUCTION AHEAD INC	STRING LINE - SURVEY SUPPLIES	\$13.02
311328	08/25/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$556.02
090 - Engineering Subtotal:				\$3,447.46
100 - GF-Nondepartmental				
EFT	08/17/2023	511 WA STATE DEPT OF RETIREMENT, SYSTEMS	PRIOR SERVICE CONTRIBUTION	\$217.00
310973	08/11/2023	1999 BENTON FRANKLIN COUNCIL OF, GOVERNMENTS	2023 ADMINISTRATIVE SERVICES	\$763.58
310989	08/11/2023	435 CITY OF PASCO	ANIMAL SHELTER SERVICE/RENT/MAIN & ADMIN	\$73,809.13

City of Kennewick
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CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
311017	08/11/2023	372 FIRST NIGHT TRI-CITIES	EVENT SPONSORSHIP FEE FOR NEW YEAR'S EVE EVENT	\$3,700.00
311037	08/11/2023	303 INTERMOUNTAIN CLEANING SERVICE INC.	JANITORIAL SVC - JULY 2023	\$5,222.00
311050	08/11/2023	791 LAMPSON INTERNATIONAL LLC	CRANE OPERATOR FEE - RIVER OF FIRE BARGE PLACEMENT	\$3,043.60
311057	08/11/2023	8208 MCBRIDE PUBLIC AFFAIRS LLC, THOMAS AND ANGELA MCB	LOBBYIST EXPENSES	\$4,120.00
311121	08/11/2023	385 KYLE THORNHILL	NATIONAL NIGHT OUT CATERING	\$4,348.00
311170	08/25/2023	8297 BENTON CO COMMISSIONERS	BCDC/PROBATION FEES JULY 2023 (16.89%)	\$140,501.05
311172	08/25/2023	14 BENTON COUNTY	2023-Q2 TAX/PROFITS	\$6,429.20
311176	08/25/2023	84 BENTON PUD NO. 1	ELECTRICITY	\$5,310.32
311191	08/25/2023	83 CASCADE NATURAL GAS	GAS SERVICE	\$36.17
311207	08/25/2023	7711 CULLIGAN WATER CONDITIONING	WATER DELIVERY	\$902.21
311256	08/25/2023	5481 MELENDY ENTERTAINMENT SVC, RICHARD F MELENDY	CLOWN SERVICE AT NATIONAL NIGHT OUT	\$150.00
311262	08/25/2023	5112 MOON SECURITY SERVICES, INC	MCL - 113129	\$50.00
100 - GF-Nondepartmental Subtotal:				\$248,602.26
Total For Fund 001				\$1,131,756.79
Fund 102				
000 - Fund Activity				
EFT	08/25/2023	167 WA STATE DEPT OF REVENUE	EXCISE TAX- JULY 2023	\$364.21
000 - Fund Activity Subtotal:				\$364.21
010 - Fund Activity				
311046	08/11/2023	5148 KELLEY'S TELE-COMMUNICATIONS	ANSWERING SERVICE - JULY 2023	\$115.07
311081	08/11/2023	957 RANCH & HOME INC	PIN FOR TRACTOR	\$8.41
311188	08/25/2023	1817 RADIO SERVICE COMPANY INC	GRADER INSTALL OF RADIO	\$393.78
311206	08/25/2023	1373 C SAM DISTRIBUTING LLC	ROAD SALT	\$4,429.58
311226	08/25/2023	1775 GRAINGER	SAFETY SUPPLIES FOR PAINT TRUCK	\$114.69
311271	08/25/2023	7229 NORTHWEST SIGN RECYCLING	SIGN RECYCLE	\$228.89
311328	08/25/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$204.77
010 - Fund Activity Subtotal:				\$5,495.19
110 - Traffic				
310982	08/11/2023	1817 RADIO SERVICE COMPANY INC	MAINTENANCE CHARGES	\$55.75
311046	08/11/2023	5148 KELLEY'S TELE-COMMUNICATIONS	ANSWERING SERVICE - JULY 2023	\$115.07
311176	08/25/2023	84 BENTON PUD NO. 1	ELECTRICITY	\$24,232.81
311247	08/25/2023	78 KENNEWICK INDUSTRIAL & ELEC	TOOLS, PULLING LUBE, PVC REPAIR KIT	\$437.81
311328	08/25/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$500.42
311339	08/25/2023	2368 WESTERN SYSTEMS INC	BIU'S & POWER SUPPLIES FOR SIGNAL CABINET	\$14,920.50
110 - Traffic Subtotal:				\$40,262.36
Total For Fund 102				\$46,121.76

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CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
Fund 103				
010 - Fund Activity				
311038	08/11/2023	529 INTERMOUNTAIN MATERIAL TESTING	TESTING SERVICES FOR P2305-23 BFT	\$212.50
311115	08/11/2023	172 THE TRI-CITY HERALD	ACCEPTANCE OF WORK AD FOR P2201-22	\$57.50
311228	08/25/2023	2842 GRANITE CONSTRUCTION COMPANY	P2301 PAY EST 2	\$299,277.20
311313	08/25/2023	10967 TOMMER CONSTRUCTION CO INC	P2305 PAY EST 2	\$68,307.83
010 - Fund Activity Subtotal:				\$367,855.03
Total For Fund 103				\$367,855.03
Fund 106				
010 - Fund Activity				
311199	08/25/2023	6375 COMPUNET INC	2023 BIPIN VERITAS BACKUP EXEC	\$919.60
311215	08/25/2023	7621 ENVIRONMENTAL SYSTEMS, RESEARCH INSTITUTE INC.	ARCGIS DESKTOP STANDARD BIPIN RENEWAL	\$1,056.47
311310	08/25/2023	8 TELCO WIRING & REPAIR INC	CITY NETWORK CONNECTIONS	\$10,336.31
311328	08/25/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$128.66
010 - Fund Activity Subtotal:				\$12,441.04
Total For Fund 106				\$12,441.04
Fund 107				
130 - CDBG				
310988	08/11/2023	395 CITY OF KENNEWICK	2023 CDBG 2ND QTR. INVOICE YOUTH SCHOLARSHIPS	\$6,522.95
311091	08/11/2023	1129 SENIOR LIFE RESOURCES, INC.	2023 CDBG 1 & 2 QTR. INVOICE MEALS ON WHEELS	\$17,500.00
311240	08/25/2023	6 IMPREST PETTY CASH FUND	IMPREST PETTY CASH DRAWER	\$53.77
130 - CDBG Subtotal:				\$24,076.72
140 - HOME				
310974	08/11/2023	4125 BENTON-FRANKLIN TITLE CO.	DPA 6-YR OF AFFORD. 2K17-09	\$280.00
310990	08/11/2023	100 CITY OF RICHLAND	PAYOFF LOAN #2K9-08 PAULA BROOKS	\$5,000.00
140 - HOME Subtotal:				\$5,280.00
Total For Fund 107				\$29,356.72
Fund 111				
010 - Fund Activity				
310971	08/11/2023	2595 BENNETT, CHRIS	CAT REIMBURSEMENT	\$50.00
311169	08/25/2023	2595 BENNETT, CHRIS	CAT REIMBURSEMENT	\$90.00
010 - Fund Activity Subtotal:				\$140.00
Total For Fund 111				\$140.00
Fund 116				
010 - Fund Activity				

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310945	08/02/2023	73761 TRI-CITIES VISITOR & CONV. BUR	JULY 2023 TOURISM	\$105,129.55
311119	08/11/2023	176 TRI-CITIES VISITOR &, CONVENTION BUREAU	CONTRACT DUES 2023-JULY	\$22,639.00
010 - Fund Activity Subtotal:				\$127,768.55
Total For Fund 116				\$127,768.55
Fund 117				
042 - City Attorney				
310987	08/11/2023	2481 CI INFORMATION MANAGEMENT, CI SUPPORT LLC	RECURRING SHRED SERVICE JULY 2023 (W/ADDT'L PURGE)	\$26.03
311080	08/11/2023	3467 PRONTO PROCESS SERVICE, INC	COURIER FEE - JULY 2023	\$17.50
311140	08/11/2023	853 WEST GROUP PAYMENT CENTER	ONLINE SOFTWARE SUBSCRIPTION JULY 2023	\$881.56
311328	08/25/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$39.35
042 - City Attorney Subtotal:				\$964.44
073 - KPD-Patrol				
311100	08/11/2023	7910 SMARTFORCE TECHNOLOGIES INC	ANNUAL LICENSE FEE 9/07/23 - 9/06/24	\$28,696.80
311328	08/25/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$1,256.29
073 - KPD-Patrol Subtotal:				\$29,953.09
Total For Fund 117				\$30,917.53
Fund 118				
010 - Fund Activity				
310959	08/11/2023	10572 ALPHA CARD SYSTEMS LLC	TWO YEAR WARRANTY FOR ID PRINTER	\$564.48
310986	08/11/2023	10777 CHRISTINE, JULIE KATHLEEN	NW HIDTA FINANCIAL MANAGER	\$5,538.13
311007	08/11/2023	10225 DURAN, MATTHEW LAWRENCE	NW HIDTA DEPUTY DIRECTOR	\$7,400.86
311011	08/11/2023	10912 EVANS, KEITH A	NW HIDTA INTELLIGENCE ANALYST	\$3,864.40
311019	08/11/2023	397 GABRIEL JOHNSTON VELASCO	NW HIDTA INTELLIGENCE ANALYST	\$3,750.73
311029	08/11/2023	403 HAYLEY J. N. WEBSTER	NW HIDTA EXECUTIVE ASSISTANT	\$3,405.97
311061	08/11/2023	301 MICHAEL J MIZER	NW HIDTA DRUG INTELLIGENCE OFFICER	\$3,750.00
311082	08/11/2023	10914 RASK, ANDREA ROBIN	NW HIDTA OPERATIONS MANAGER	\$5,089.02
311086	08/11/2023	10915 ROSS, BRANDON R	NW HIDTA ADMIN/SURV TECH	\$4,860.13
311090	08/11/2023	402 SEAN CHRISTOPHER BLUMENKRANTZ	NW HIDTA PROGRAM ASSISTANT	\$3,405.97
311094	08/11/2023	396 SHAWN ALEXANDER MITCHELL	NW HIDTA INTELLIGENCE ANALYST	\$3,864.40
311139	08/11/2023	10001 WEINER, JONATHAN M	NW HIDTA DIRECTOR	\$8,661.36
311142	08/11/2023	672 WHOOSTER INC	LE DAAS WEB SEARCH CREDITS AND ANNUAL LICENSE	\$9,395.00
311194	08/25/2023	10777 CHRISTINE, JULIE KATHLEEN	NW HIDTA FINANCIAL MANAGER	\$5,538.13
311212	08/25/2023	10225 DURAN, MATTHEW LAWRENCE	NW HIDTA DEPUTY DIRECTOR	\$14,375.27
311216	08/25/2023	10912 EVANS, KEITH A	NW HIDTA INTELLIGENCE ANALYST	\$3,864.40
311223	08/25/2023	397 GABRIEL JOHNSTON VELASCO	NW HIDTA INTELLIGENCE ANALYST	\$3,750.73
311232	08/25/2023	403 HAYLEY J. N. WEBSTER	NW HIDTA EXECUTIVE ASSISTANT	\$3,405.97
311260	08/25/2023	301 MICHAEL J MIZER	TRAVEL REIMBURSEMENT - REGION 10 OPIOID SUMMIT	\$3,950.00

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311283	08/25/2023	10914 RASK, ANDREA ROBIN	NW HIDTA OPERATIONS MANAGER	\$5,089.02
311290	08/25/2023	10915 ROSS, BRANDON R	NW HIDTA ADMIN/SURV TECH	\$4,860.13
311292	08/25/2023	402 SEAN CHRISTOPHER BLUMENKRANTZ	NW HIDTA PROGRAM ASSISTANT	\$2,043.58
311293	08/25/2023	262 SELIG FAMILY HOLDINGS LLC	MONTHLY RENT	\$20,028.00
311296	08/25/2023	396 SHAWN ALEXANDER MITCHELL	NW HIDTA INTELLIGENCE ANALYST	\$3,864.40
311335	08/25/2023	10001 WEINER, JONATHAN M	NW HIDTA DIRECTOR	\$8,661.36
010 - Fund Activity Subtotal:				\$142,981.44
Total For Fund 118				\$142,981.44
Fund 119				
010 - Fund Activity				
311059	08/11/2023	319 MEIER ENTERPRISES INC	HVAC ENGINEERING SERVICES FOR	\$470.00
010 - Fund Activity Subtotal:				\$470.00
Total For Fund 119				\$470.00
Fund 300				
010 - Fund Activity				
310989	08/11/2023	435 CITY OF PASCO	ANIMAL CONTROL (ACA SERVICES)	\$307,576.60
311115	08/11/2023	172 THE TRI-CITY HERALD	ACCEPTANCE OF WORK P2207-22 CANAL DRIVE SIDEWALK	\$57.50
311242	08/25/2023	10938 ITERIS INC	SIGNAL & TIMING COORDINATION	\$6,337.75
010 - Fund Activity Subtotal:				\$313,971.85
160 - Land & Facilities				
310975	08/11/2023	575 BERRY DUNN MCNEIL & PARKER LLC	COMPREHENSIVE PLAN CONSULTING	\$10,614.00
311064	08/11/2023	7969 MUSTANG SIGN GROUP, WANG ENTERPRISES	LAWRENCE SCOTT PARK DUGOUT BANNERS	\$8,110.11
311076	08/11/2023	3458 PARAMOUNT COMMUNICATIONS INC	RETAINAGE RELEASE CITY HALL, FURNITURE REWIRING	\$876.69
311092	08/11/2023	817 SENSKE LAWN & TREE CARE INC	18-040 MAINT - THREE RIVERS ENT	\$5,811.76
311110	08/11/2023	6811 SUPERIOR TREE SERVICE LLC	OLD CAMP GROUND-REMOVE BROKEN BRANCHES & TRIM	\$538.07
311180	08/25/2023	561 BNB MECHANICAL INC	PAY APP 2 LAWRENCE SCOTT PK - LIFT STATION REPAIR	\$37,524.73
160 - Land & Facilities Subtotal:				\$63,475.36
170 - Capital Purchases				
311123	08/11/2023	1566 TYLER TECHNOLOGIES INC	EDEN REPLACEMENT PROJECT - CONTRACT 19-013	\$5,040.00
311199	08/25/2023	6375 COMPUNET INC	CORE NETWORK SWITCH REPLACEMENT	\$72,124.24
311321	08/25/2023	1566 TYLER TECHNOLOGIES INC	EDEN REPLACEMENT PROJECT - CONTRACT 19-013	\$7,632.80
170 - Capital Purchases Subtotal:				\$84,797.04
Total For Fund 300				\$462,244.25
Fund 303				
010 - Fund Activity				
310967	08/11/2023	5867 BAER TESTING	TESTING FOR P2012 (STEPTOE & GAGE)	\$7,810.00

City of Kennewick
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CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
311009	08/11/2023	7864 ECONOLITE CONTROL PRODUCTS INC	2070/TS2 CONTROLLER WITH 1C CPU AND COBALT SOFTWARE	\$4,907.88
311132	08/11/2023	63 WA STATE DEPT TRANSPORTATION, HIGHWAYS & LOCAL PR	PROJECT COSTS FOR P2012 STEPTOE AND GAGE BLVD	\$50.46
311162	08/25/2023	501 APOLLO, INC.	P2012 PAY EST 4	\$296,858.17
311201	08/25/2023	35 CONSOLIDATED ELECTRICAL, DISTRIBUTORS INC	LIGHT POLES, LUMINAIRES AND PHOTO CELLS	\$5,626.31
010 - Fund Activity Subtotal:				\$315,252.82
Total For Fund 303				\$315,252.82
Fund 360				
000 - Fund Activity				
311351	08/29/2023	227 JK Monarch LLC	BLDR-2022-8349 REFUND	\$1,437.00
000 - Fund Activity Subtotal:				\$1,437.00
Total For Fund 360				\$1,437.00
Fund 371				
010 - Fund Activity				
310956	08/11/2023	10058 ALLIANCE MANAGEMENT &, CONSTRUCTION SOLUTIONS	CONTRACT 19-020 MOD.3 - FS #1 CONST. MGMT.	\$4,500.00
310968	08/11/2023	6720 BANLIN CONSTRUCTION LLC	FIRE STATION #1 CONSTRUCTION	\$568,379.40
311038	08/11/2023	529 INTERMOUNTAIN MATERIAL TESTING	FS #1 - MATERIALS TESTING & SAMPLING SERVICES	\$1,060.00
311135	08/11/2023	8349 WASHINGTON AUTOMATED INC	FS#1 EXTRACTOR & DRYER CABINET	\$29,077.26
311176	08/25/2023	84 BENTON PUD NO. 1	ELECTRICITY	\$115.57
311191	08/25/2023	83 CASCADE NATURAL GAS	GAS SERVICE	\$14.21
311309	08/25/2023	7079 TCA ARCHITECTURE PLANNING INC	FIRE STATION #1 ARCHITECTURAL SERVICES	\$3,714.25
010 - Fund Activity Subtotal:				\$606,860.69
Total For Fund 371				\$606,860.69
Fund 402				
000 - Fund Activity				
310939	08/02/2023	99993 AMBULANCE REFUNDS	280-KFD2210609 REFUND	\$105.00
311342	08/25/2023	99993 AMBULANCE REFUNDS	280-KFD2105831 REFUND	\$21.19
311343	08/25/2023	99993 AMBULANCE REFUNDS	280-KFD2210641 REFUND	\$103.95
000 - Fund Activity Subtotal:				\$230.14
010 - Fund Activity				
EFT	08/25/2023	167 WA STATE DEPT OF REVENUE	EXCISE TAX- JULY 2023	\$14,400.97
310951	08/11/2023	552 10TH AVENUE CLEANERS,LLC	UNIFORM CLEANING & ALTERATIONS	\$137.20
310961	08/11/2023	5681 AMERIGAS PROPANE LP	PROPANE	\$79.39
310965	08/11/2023	1568 ATOMIC SCREEN PRINT &, EMBROIDERY	KFD HATS	\$438.01
310978	08/11/2023	3495 BOUND TREE MEDICAL LLC	GENERAL MEDICAL SUPPLIES	\$958.17
310984	08/11/2023	7715 CARDINAL HEALTH 411, INC	RX - EPINEPHRINE	\$90.24
310987	08/11/2023	2481 CI INFORMATION MANAGEMENT, CI SUPPORT LLC	SHREDDING SERVICES	\$49.41

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CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
310994	08/11/2023	695 COLUMBIA BASIN COLLEGE	ADVANCE AIRWAY, ACLS & PALS	\$3,323.80
310995	08/11/2023	7849 COLUMBIA BASIN ICE AND, TRANSPORT	ICE - STATION #5	\$315.00
311020	08/11/2023	5823 GALLS, LLC	UNIFORM PANT	\$1,258.83
311054	08/11/2023	8868 LIFE-ASSIST	GENERAL MEDICAL SUPPLIES	\$3,488.73
311058	08/11/2023	1206 MED-TECH RESOURCE INC	VIDEO LARYNGOSCOPE	\$142.89
311067	08/11/2023	5532 NORCO, INC.	NITROUS OXIDE	\$77.11
311075	08/11/2023	917 OXARC, INC.	OXYGEN	\$182.24
311126	08/11/2023	5807 UPTOWN CLEANERS, SANDRA R NINEMIRE	UNIFORM CLEANING	\$645.16
311148	08/11/2023	6869 ZOLL MEDICAL CORPORATION	FILTER LINE W/O2 TUBING	\$2,681.35
311183	08/25/2023	3495 BOUND TREE MEDICAL LLC	CLEAR TAPE	\$126.57
311189	08/25/2023	7715 CARDINAL HEALTH 411, INC	MEDS	\$1,308.59
311211	08/25/2023	8940 DFND TECHNOLOGIES LLC	PT GEAR	\$6,927.32
311224	08/25/2023	5823 GALLS, LLC	UNIFORM PANT	\$788.62
311248	08/25/2023	4244 L N CURTIS & SONS	DUAL PURPOSE BOOTS	\$115.20
311251	08/25/2023	8868 LIFE-ASSIST	IV SOLUTION - SODIUM CHLORIDE	\$1,528.79
311254	08/25/2023	1206 MED-TECH RESOURCE INC	CERVICAL COLLAR BAG	\$61.64
311275	08/25/2023	917 OXARC, INC.	OXYGEN	\$305.63
311282	08/25/2023	957 RANCH & HOME INC	BOOTS	\$120.10
311291	08/25/2023	7872 SEA WESTERN INC	DUAL PURPOSE BOOTS & STRUCTURAL BOOTS	\$315.02
311305	08/25/2023	2536 STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	ST 5 SUPPLIES	\$715.68
311317	08/25/2023	168 TRILOGY MEDWASTE WEST LLC	MED WASTE	\$39.75
311323	08/25/2023	4955 ULINE	SAFETY GLASSES	\$1,165.50
311328	08/25/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$1,079.30
311341	08/25/2023	6869 ZOLL MEDICAL CORPORATION	ELECTRODES	\$1,077.52
010 - Fund Activity Subtotal:				\$43,943.73
Total For Fund 402				\$44,173.87
Fund 403				
000 - Fund Activity				
310949	08/10/2023	682 DKEI Architectural Services	BLDC-2021-7418 REFUND	\$3,354.35
310950	08/10/2023	683 Elite Construction and Development	BLDC-2021-7418 REFUND	\$2,180.33
311344	08/25/2023	76552 W MCKAY CONSTRUCTION LLC	BLD-2021-03636 REFUND	\$308.80
311345	08/25/2023	76552 W MCKAY CONSTRUCTION LLC	BLD-2021-03636 REFUND	\$165.80
311351	08/29/2023	227 JK Monarch LLC	BLDR-2022-8349 REFUND	\$1,836.09
000 - Fund Activity Subtotal:				\$7,845.37
010 - Fund Activity				
311113	08/11/2023	6977 THE BUILDING DEPARTMENT INC	NW CODE PROF. - APRIL 2023	\$968.00
311240	08/25/2023	6 IMPREST PETTY CASH FUND	IMPREST PETTY CASH DRAWER	\$20.60
311306	08/25/2023	10695 SUBTERRA INC	BLASTING SOUTHCLIFFE PH. 8	\$2,353.20
311311	08/25/2023	6977 THE BUILDING DEPARTMENT INC	JULY 2023 CONTRACT BUILDING INSPECTIONS	\$2,200.00

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CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
311328	08/25/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$386.14
010 - Fund Activity Subtotal:				\$5,927.94
Total For Fund 403				\$13,773.31
Fund 404				
010 - Fund Activity				
311105	08/11/2023	597 SPYDERCORP LLC	TOYOTA CENTER BATHROOM REMODEL	\$46,222.77
311303	08/25/2023	597 SPYDERCORP LLC	TOYOTA CENTER BATHROOM REMODEL	\$24,452.06
010 - Fund Activity Subtotal:				\$70,674.83
Total For Fund 404				\$70,674.83
Fund 405				
000 - Fund Activity				
EFT	08/25/2023	167 WA STATE DEPT OF REVENUE	EXCISE TAX- JULY 2023	\$83.42
000 - Fund Activity Subtotal:				\$83.42
010 - Fund Activity				
EFT	08/25/2023	167 WA STATE DEPT OF REVENUE	EXCISE TAX- JULY 2023	\$3,731.93
310982	08/11/2023	1817 RADIO SERVICE COMPANY INC	MAINTENANCE CHARGES	\$55.75
311147	08/11/2023	5471 ZIPLY FIBER, NORTHWEST FIBER, LLC DBA	TELEPHONE SVC	\$70.24
311149	08/17/2023	182 ELLISON EARTHWORKS LLC	P2302 PAY EST 1	\$75,092.46
311214	08/25/2023	182 ELLISON EARTHWORKS LLC	P2116 PAY EST 2	\$71,007.77
311266	08/25/2023	8875 NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	FLOOR DRY	\$692.15
311268	08/25/2023	679 NORTHERN GEOTECHNICAL ENGINEERING INC	TESTING FOR P2116	\$1,190.00
311328	08/25/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$277.31
010 - Fund Activity Subtotal:				\$152,117.61
Total For Fund 405				\$152,201.03
Fund 410				
000 - Fund Activity				
EFT	08/25/2023	167 WA STATE DEPT OF REVENUE	EXCISE TAX- JULY 2023	\$738.07
310942	08/02/2023	667 Columbia River Plumbing	DPW-2022-7971 REFUND	\$1,907.87
311030	08/11/2023	865 HD FOWLER COMPANY INC	INV 300 HD FOWLER	\$3,667.73
311166	08/25/2023	108 BADGER METER INC	INV 300 1.5" METERS	\$4,096.17
311220	08/25/2023	86 FERGUSON ENTERPRISES INC	INV 300 SMARTPOINTS	\$11,504.81
311346	08/29/2023	70027 CITY OF KENNEWICK	WTR USED ACCT # 49009555	\$363.69
311347	08/29/2023	99995 HYDRANT REFUNDS	HYDRANT METER REFUND FHM-2023-2280	\$335.84
311348	08/29/2023	99995 HYDRANT REFUNDS	HYDRANT METER REFUND FHM-2022-8200	\$400.00
311349	08/29/2023	99995 HYDRANT REFUNDS	HYDRANT METER REFUND FHM-2023-1921	\$170.79
311350	08/29/2023	99995 HYDRANT REFUNDS	HYDRANT METER REFUND FHM-2023-1918	\$329.68

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CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT	
010 - Fund Activity					
				000 - Fund Activity Subtotal:	
				\$23,514.65	
EFT	08/25/2023	167	WA STATE DEPT OF REVENUE	EXCISE TAX- JULY 2023	\$90,614.98
310962	08/11/2023	2738	ANATEK LABS INC	PFAS SAMPLING	\$1,050.00
310964	08/11/2023	2181	ARROW CONSTRUCTION SUPPLY LLC	PAINT FOR LOCATE MARKS	\$134.06
310966	08/11/2023	108	BADGER METER INC	AMI COMPATIBLE BADGER FIRE HYDRANT METER REGISTERS	\$1,167.10
310977	08/11/2023	618	BLACOH FLUID CONTROLS, INC	PROG PAYMENT 1 SURGE TANK SYSTEM	\$14,950.00
310982	08/11/2023	1817	RADIO SERVICE COMPANY INC	MAINTENANCE CHARGES	\$55.74
310997	08/11/2023	6389	COLUMBIA ELECTRIC SUPPLY	RC4 SURGE SUPPRESSORS FOR SOFT STARTS	\$736.86
311002	08/11/2023	4907	CONSOLIDATED SUPPLY CO	COPPER TUBING CUTTERS	\$125.26
311006	08/11/2023	8439	DOCKEN, HAYDEN	UNIFORM ALLOWANCE	\$222.79
311016	08/11/2023	86	FERGUSON ENTERPRISES INC	SPADE BIT FOR LARGE TAPPING MACHINE	\$6,321.30
311026	08/11/2023	7234	GROUNDWATER SOLUTIONS INC, GSI WATER SOLUTIONS	P204 CONSULTANT INVOICE	\$5,111.25
311030	08/11/2023	865	HD FOWLER COMPANY INC	FITTING TO REPAIR 2" SERVICE LINE TO POLY PIPE	\$222.50
311037	08/11/2023	303	INTERMOUNTAIN CLEANING SERVICE INC.	JANITORIAL SVC - JULY 2023	\$503.00
311039	08/11/2023	4624	JCI JONES CHEMICALS INC	WTP CHEMICALS	\$20,945.21
311043	08/11/2023	119	K&N ELECTRIC MOTORS INC	75 HP MOTOR REBUILD	\$10,450.22
311044	08/11/2023	669	KELLER ASSOCIATES INC	P2310 CONSULTANT INVOICE	\$7,342.50
311046	08/11/2023	5148	KELLEY'S TELE-COMMUNICATIONS	ANSWERING SERVICE - JULY 2023	\$118.57
311047	08/11/2023	78	KENNEWICK INDUSTRIAL & ELEC	BRASS NIPPLE FOR 15HP MOTOR JUNCTION BOX	\$328.33
311062	08/11/2023	1086	MONARCH MACHINE & TOOL CO INC	SPACER FOR LARGE METER SET	\$136.12
311068	08/11/2023	4466	NORTHSTAR CHEMICAL INC	WTP CHEMICALS	\$5,889.47
311072	08/11/2023	3700	OFFICE DEPOT INC	OFFICE SUPPLIES	\$141.13
311075	08/11/2023	917	OXARC, INC.	CO2 REPLACEMENT BOTTLES FOR FREEZE KIT	\$256.22
311084	08/11/2023	6065	RH2 ENGINEERING INC	P2308 CONSULTANT INVOICE	\$19,108.61
311085	08/11/2023	4064	ROSEMOUNT INC.	CHLORINE ANALYZERS @ 47TH-54TH+OLYMPIA RESERVOIRS	\$11,908.08
311096	08/11/2023	680	SIERRA ELECTRIC, INC.	HEATER REPLACEMENT ELECTRICAL WIRING	\$831.63
311102	08/11/2023	5320	SOLID WASTE SYSTEMS INC	REPAIR TV CAMERA	\$1,357.41
311117	08/11/2023	367	TRAFFIC SAFETY SUPPLY CO INC	TRAFFIC SAFETY CONES FOR VARIOUS USES	\$2,400.15
311124	08/11/2023	2900	U.S. ARMY CORPS OF ENGINEERS, WALLA WALLA DISTRIC	EASEMENT RENEWAL FEE - DACW68-2-99-08, REF #919153	\$10,800.00
311125	08/11/2023	4764	UNITED PARCEL SERVICE, UPS	SHIPPING	\$307.73
311128	08/11/2023	3564	US LINEN AND UNIFORM	LINEN SERVICE	\$118.44
311129	08/11/2023	7925	HD SUPPLY INC	FITTINGS FOR HYPO LINES AT RESERVOIRS	\$593.61
311141	08/11/2023	355	WHITNEY EQUIPMENT CO INC	FREIGHT 23 HP PUMP	\$666.33
311147	08/11/2023	5471	ZIPLY FIBER, NORTHWEST FIBER, LLC DBA	TELEPHONE SVC	\$454.13
311149	08/17/2023	182	ELLISON EARTHWORKS LLC	P2302 PAY EST 1	\$75,092.45
311158	08/25/2023	10587	ALOHA GARAGE DOOR COMPANY INC	REPLACE 2 OPERATORS WITH USED AND WEATHER SEAL ALL	\$2,224.00
311159	08/25/2023	7400	ANALYTICAL SERVICES INC	AEROBIC ENDOSPORE SAMPLING	\$820.00
311160	08/25/2023	2738	ANATEK LABS INC	503 METALS TEST FOR DREDGING LAGOON #2	\$467.00
311161	08/25/2023	3088	APOLLO MECHANICAL CONTRACTORS, APOLLO SHEET METAL	REPLACE RELAYS AND WASH COILS	\$8,717.80

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CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
311164	08/25/2023	490 APPLIED INDUSTRIAL TECH, INC.	AIR VALVE FOR HYPO TANK CONTROLS AT WTP	\$341.21
311168	08/25/2023	3707 BAXTER AUTO PARTS	BELT FOR MAKE UP AIR UNIT IN SCREEN ROOM	\$16.65
311175	08/25/2023	93 BENTON FRANKLIN DISTRICT, HEALTH	HAB SAMPLING	\$3,584.16
311176	08/25/2023	84 BENTON PUD NO. 1	ELECTRICITY	\$152,488.91
311181	08/25/2023	9733 BNSF RAILWAY COMPANY	ANNUAL LESLIE SEWER LS LEASE PAYMENT (9/23-8/24)	\$3,401.70
311184	08/25/2023	6625 BRAIN, TREVOR	UNIFORM ALLOWANCE	\$135.62
311185	08/25/2023	177 BRIAN BRITTAIN	UNIFORM ALLOWANCE	\$140.75
311190	08/25/2023	555 CASCADE COLUMBIA DISTRIBUTION, CO	WTP CHEMICALS	\$12,322.25
311191	08/25/2023	83 CASCADE NATURAL GAS	GAS SERVICE	\$101.25
311200	08/25/2023	4853 CONNELL OIL INC, 76 DISTRIBUTING	FOOD GRADE GREASE FOR FIRE HYDRANT MAINTENANCE.	\$234.38
311202	08/25/2023	13 CORE & MAIN LP	CAP FOR OLD VACTOR LINE INTO LAGOON	\$14.18
311218	08/25/2023	9431 FAIRBANK EQUIPMENT	VALVE FOR CHEMICAL SPRAY BAR	\$213.75
311219	08/25/2023	166 FARMERS EXCHANGE	WEED-EATER HEAD FOR BRUSH REMOVAL	\$110.77
311220	08/25/2023	86 FERGUSON ENTERPRISES INC	PARTS FOR INSTALLING A NEW FIRE HYDRANT ON 8TH AVE	\$7,538.99
311226	08/25/2023	1775 GRAINGER	GREASE FOR UV SYSTEM	\$160.70
311230	08/25/2023	7234 GROUNDWATER SOLUTIONS INC, GSI WATER SOLUTIONS	P2213 CONSULTANT INVOICE	\$4,201.80
311234	08/25/2023	6569 HDR INC	P2117 CONSULTANT INVOICE	\$39,662.61
311239	08/25/2023	9442 IIA LIFTING SERVICES INC.	YEARLY CRANE INSPECTIONS	\$884.19
311240	08/25/2023	6 IMPREST PETTY CASH FUND	IMPREST PETTY CASH DRAWER	\$30.99
311243	08/25/2023	4713 J-U-B ENGINEERS INC	P2114 CONSULTANT INVOICE	\$6,022.10
311246	08/25/2023	669 KELLER ASSOCIATES INC	P2310 CONSULTANT INVOICE	\$7,652.50
311247	08/25/2023	78 KENNEWICK INDUSTRIAL & ELEC	PARTS TO PLUMB IN NEW CHLORINE ANALYZER	\$53.84
311262	08/25/2023	5112 MOON SECURITY SERVICES, INC	SCADA - DAK0001	\$83.71
311265	08/25/2023	6624 MOUNT'S LOCK, KEY & ENGRAVING, INC.	LOCKS AND KEYS FOR FIRE HYDRANT METERS.	\$500.02
311267	08/25/2023	1290 NCL OF WISCONSIN, INC.	DO CAP FOR PORTABLE DO PROBE	\$680.77
311270	08/25/2023	4466 NORTHSTAR CHEMICAL INC	SODIUM HYPOCHLORITE 12.5% ASR WELL	\$7,426.95
311273	08/25/2023	3700 OFFICE DEPOT INC	OFFICE SUPPLIES	\$29.05
311276	08/25/2023	1040 PARAMOUNT SUPPLY COMPANY	FILTERS FOR RC4	\$244.32
311279	08/25/2023	329 PLATT ELECTRIC SUPPLY COMPANY, REXEL USA INC	PVC PIPE REPAIR FOR FIBER LINE NEXT TO LAGOON #2	\$135.22
311282	08/25/2023	957 RANCH & HOME INC	MANHOLE SEALANT	\$531.54
311288	08/25/2023	6065 RH2 ENGINEERING INC	P2308 CONSULTANT INVOICE	\$16,330.60
311314	08/25/2023	930 TOTAL ENERGY MANAGEMENT	HVAC INSTALLATION - WTP	\$10,471.08
311318	08/25/2023	393 TROJAN TECHNOLOGIES	RC5 BALLAST FANS	\$140.66
311322	08/25/2023	3883 U R M CASH & CARRY	PLASTIC TOTES FOR OIL CHANGES	\$35.06
311324	08/25/2023	4764 UNITED PARCEL SERVICE, UPS	SHIPPING	\$703.97
311326	08/25/2023	7925 HD SUPPLY INC	MEMBRANE KITS AND SOLUTION FOR CHLORINE SENSORS	\$1,370.38
311327	08/25/2023	3881 UTILITIES UNDERGROUND, LOCATION CENTER	MONTHLY LOCATE FEES	\$334.11
311328	08/25/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$2,659.84
010 - Fund Activity Subtotal:				\$583,680.56

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CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
311258	08/25/2023	6441 MERRELL BROTHERS INC	P2209 CONSULTANT INVOICE	\$183,007.16
				205 - Sewer Area Charge Subtotal:
				\$183,007.16
				Total For Fund 410
				\$790,202.37

Fund 501

000 - Fund Activity

EFT	08/25/2023	167 WA STATE DEPT OF REVENUE	EXCISE TAX- JULY 2023	\$83.51
310969	08/11/2023	584 BATON LABS INC	INV 700 PRIORITY START	\$744.04
310999	08/11/2023	8852 COMMERCIAL TIRE	INV 800 PURSUIT TIRES	\$2,335.92
311035	08/11/2023	8711 HUGHES FIRE EQUIPMENT INC	INV 700 HUGHES FIRE	\$292.87
311040	08/11/2023	3363 JIM'S PACIFIC GARAGES INC	INV 700 DONALDSON FILTERS	\$51.61
311065	08/11/2023	8875 NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	INV 700 NAPA	\$607.16
311102	08/11/2023	5320 SOLID WASTE SYSTEMS INC	INV 700 FLAP SETS	\$1,022.18
311167	08/25/2023	4052 BATTERIES PLUS	INV 700 BATTERIES PLUS	\$1,073.68
311192	08/25/2023	5061 CEDAR RAPIDS TIRE CO	INV 800 CEDAR RAPIDS TIRE	\$312.06
311200	08/25/2023	4853 CONNELL OIL INC, 76 DISTRIBUTING	INV 700 OIL	\$1,622.50
311204	08/25/2023	5727 COSTCO ANYWHERE CITI VISA	INV 700 DETROIT FILTERS	\$71.06
311219	08/25/2023	166 FARMERS EXCHANGE	INV 700 PRE MIX FUEL	\$2,869.68
311238	08/25/2023	8711 HUGHES FIRE EQUIPMENT INC	INV 700 PUC OIL	\$626.69
311248	08/25/2023	4244 L N CURTIS & SONS	INV 700 AKRON VALVE KIT	\$256.01
311266	08/25/2023	8875 NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	INV 700 NAPA	\$657.89
311277	08/25/2023	6241 PASCO TIRE FACTORY INC	INV 800 MICHELIN TIRES	\$5,584.20
311320	08/25/2023	4283 TURF STAR - WESTERN	INV 700 TORO PARTS	\$848.30
311338	08/25/2023	5380 WESTERN SYSTEMS FABRICATION, INC	INV 700 GUTTER BROOMS	\$1,690.29

000 - Fund Activity Subtotal: \$20,749.65

010 - Fund Activity

310955	08/11/2023	7305 ALL POINTS LOCKSMITH COMPANY	REKEY SURPLUS VEH 7362	\$266.32
310963	08/11/2023	5050 ARG INDUSTRIAL	HARDWARE VEH 5116	\$47.18
310993	08/11/2023	1310 COLEMAN OIL COMPANY	CITYWIDE FLEET FUEL	\$36,795.65
310999	08/11/2023	8852 COMMERCIAL TIRE	TIRE REPAIR VEH 4104	\$124.47
311003	08/11/2023	7868 CORWIN FORD - TRI CITIES, CORWIN OF PASCO LLC	ELECTRICAL REPAIR VEH 7940	\$54,860.78
311010	08/11/2023	6264 EH WACHS	HANDLE VEH 5312	\$334.22
311018	08/11/2023	7860 FTRS, LLC	FUEL TAX RECOVERY FEE 1/1/2023 - 6/30/2023	\$366.97
311027	08/11/2023	519 H&L AUTO GLASS LLC	WINDSHIELD VEH 1802	\$905.51
311035	08/11/2023	8711 HUGHES FIRE EQUIPMENT INC	PUMP TEST VEH 2307	\$1,609.30
311036	08/11/2023	9442 IIA LIFTING SERVICES INC.	TESTING VEH 2802	\$1,157.86
311053	08/11/2023	10534 LIBERTY LAWN AND SAW SHOP	IGINATION VALVE AND SPARK PLUG VEH W111	\$917.16
311065	08/11/2023	8875 NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	OIL FILTER VEH 2307	\$1,674.90
311069	08/11/2023	1677 NORTHSTAR CLEAN CONCEPTS HOTSY, CLEAN CONCEPTS GR	MAINTENANCE CAR WASH CW02	\$700.70
311077	08/11/2023	6241 PASCO TIRE FACTORY INC	TIRES VEH 2802	\$7,790.14

City of Kennewick
Claims Roster by Fund/Division
8/1/2023 to 8/31/2023



CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
311079	08/11/2023	6730 PREMIER POWER SPORTS	KAWASAKI MULE VEH 3400	\$13,812.45
311081	08/11/2023	957 RANCH & HOME INC	PROPANE VEH 0401	\$20.48
311097	08/11/2023	9797 SIGNS BY SUE	REWRAP VEH 7821	\$953.31
311122	08/11/2023	4283 TURF STAR - WESTERN	CLUTCH VEH 3630	\$2,223.88
311128	08/11/2023	3564 US LINEN AND UNIFORM	LINEN SERVICE	\$133.40
311131	08/11/2023	6105 PASCO VICS - PROFESSIONAL AUTOMOTIVE PAINT DIST	PAINT AND CANS VEH 2802	\$284.95
311197	08/25/2023	1310 COLEMAN OIL COMPANY	COLUMBIA PARK FUEL	\$37,820.64
311203	08/25/2023	7868 CORWIN FORD - TRI CITIES, CORWIN OF PASCO LLC	V7940 DIAGNOSE AND REPAIR CHECK ENGINE LIGHT	\$834.91
311209	08/25/2023	9827 DAY WIRELESS SYSTEMS	VEHICLE LIGHTING 2022 FORD F550 FLAT BED 4200	\$2,948.15
311235	08/25/2023	8572 HIGH DESERT MAINTENANCE INC	V2802 REPAIR K-BRACE REPLACE LADDER	\$1,853.34
311238	08/25/2023	8711 HUGHES FIRE EQUIPMENT INC	V2307 TORSION BARS	\$6,915.36
311239	08/25/2023	9442 IIA LIFTING SERVICES INC.	V5903 SAFETY INSPECTION	\$2,873.64
311241	08/25/2023	1112 IRRIGATION SPECIALISTS INC	V2802 GASKETS AND VALVES	\$29.58
311244	08/25/2023	2285 JIFFY CAR WASH, INC.	VSHOP GEN MONTHLY VEHICLE WASH	\$652.20
311245	08/25/2023	3363 JIM'S PACIFIC GARAGES INC	V2307 CLAMP	\$776.30
311255	08/25/2023	3284 MEL'S INTER-CITY TOWING	V3000 TOW	\$81.53
311261	08/25/2023	684 MONTAGE ENTERPRISES INC	V4905 BLADE BUSHING AND PARTS	\$64.29
311266	08/25/2023	8875 NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	V0094 COOLANT	\$101.88
311272	08/25/2023	4217 O'REILLY AUTO PARTS	OXYGEN SENSOR SOCKET	\$16.29
311277	08/25/2023	6241 PASCO TIRE FACTORY INC	V0094 TIRE REPAIR	\$1,018.42
311284	08/25/2023	3803 RDO EQUIPMENT	V4612 FILLER CAP	\$39.00
311299	08/25/2023	9797 SIGNS BY SUE	V7816 REMOVE AND REPLACE DECALS	\$1,167.84
311302	08/25/2023	9499 SOUNDOFF SIGNAL GSA, EMERGENCY TECHNOLOGY INC	SOUNDOFF LIGHTING ITEMS VEH 7330	\$8,527.33
311304	08/25/2023	247 SS EQUIPMENT, PASCO NEW HOLLAND	V3213 BELT	\$98.90
311320	08/25/2023	4283 TURF STAR - WESTERN	V3818 SPACER AND MOUNT	\$135.70
311328	08/25/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$133.66
010 - Fund Activity Subtotal:				\$191,068.59
Total For Fund 501				\$211,818.24

Fund 502**000 - Fund Activity**

EFT	08/25/2023	167 WA STATE DEPT OF REVENUE	EXCISE TAX- JULY 2023	\$116.13
310996	08/11/2023	175 COLUMBIA BASIN PAPER & SUPPLY	INV 200 COLUMBIA BASIN PAPER SUPPLY	\$406.97
311004	08/11/2023	481 CROWN PAPER & JANITORIAL, SUPPLY	INV 200 CROWN JANITORIAL	\$2,657.61
311012	08/11/2023	5426 EWING IRRIGATION PRODUCTS, INC	INV 500 EWING	\$4,461.91
311024	08/11/2023	1775 GRAINGER	INV 500 GRAINGER	\$1,642.12
311106	08/11/2023	2536 STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	INV 200 SOS PADS	\$637.22
311109	08/11/2023	3697 SUNWEST SPORTSWEAR, A DIVISION OF US LINEN	INV 200 SUN WEST	\$806.99
311117	08/11/2023	367 TRAFFIC SAFETY SUPPLY CO INC	INV 200 SAFETY VESTS	\$726.55
311122	08/11/2023	4283 TURF STAR - WESTERN	INV 500 TORO SPRINKLERS	\$8,106.85

City of Kennewick
Claims Roster by Fund/Division
8/1/2023 to 8/31/2023



CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
311156	08/25/2023	8871 ALLIED MATERIALS AND EQUIPMENT, CO INC	INV 200 FLAGS	\$212.16
311205	08/25/2023	481 CROWN PAPER & JANITORIAL, SUPPLY	INV 200 CROWN JANITORIAL	\$1,235.27
311226	08/25/2023	1775 GRAINGER	INV 200 GRAINGER	\$310.94
311269	08/25/2023	2904 NORTHERN SAFETY CO., INC.	INV 200 GLOVES	\$1,804.38
000 - Fund Activity Subtotal:				\$23,125.10
010 - Fund Activity				
310952	08/11/2023	1526 ABADAN	COPIER MAINTENANCE - 2023	\$1,137.26
311052	08/11/2023	6743 LEAF CAPITAL FUNDING LLC	COPIER LEASE - 2023	\$519.59
311154	08/25/2023	1526 ABADAN	12 COPIER MAINTENANCE - 2023	\$881.34
311249	08/25/2023	6743 LEAF CAPITAL FUNDING LLC	COPIER LEASE - 2023	\$2,597.09
010 - Fund Activity Subtotal:				\$5,135.28
Total For Fund 502				\$28,260.38
Fund 503				
010 - Fund Activity				
EFT	08/01/2023	70008 WA. STATE DEPT OF LICENSING	DRIVING ABSTRACTS	\$15.00
EFT	08/07/2023	70008 WA. STATE DEPT OF LICENSING	DRIVING ABSTRACTS	\$30.00
EFT	08/09/2023	70008 WA. STATE DEPT OF LICENSING	DRIVING ABSTRACTS	\$45.00
EFT	08/10/2023	70008 WA. STATE DEPT OF LICENSING	DRIVING ABSTRACTS	\$30.00
EFT	08/11/2023	70008 WA. STATE DEPT OF LICENSING	DRIVING ABSTRACT	\$15.00
EFT	08/17/2023	70008 WA. STATE DEPT OF LICENSING	DRIVING ABSTRACTS	\$45.00
EFT	08/28/2023	70008 WA. STATE DEPT OF LICENSING	DRIVING ABSTRACTS	\$15.00
EFT	08/30/2023	70008 WA. STATE DEPT OF LICENSING	DRIVING ABSTRACTS	\$15.00
EFT	08/30/2023	70008 WA. STATE DEPT OF LICENSING	DRIVING ABSTRACTS	\$15.00
EFT	08/31/2023	70008 WA. STATE DEPT OF LICENSING	DRIVING ABSTRACTS	\$15.00
310983	08/11/2023	1368 CANYON LAKES GOLF COURSE	ANNUAL SAFETY LUNCHEON	\$2,447.05
310985	08/11/2023	3527 CASADAY BEE-LINE SERVICE, & TOWING LLC	TOWING FOR KPD #7825	\$372.44
311182	08/25/2023	10448 BOOTH AND SONS CONSTRUCTION	COLUMBIA PARK PLAYGROUND OF DREAMS RESTROOM	\$91,628.67
311195	08/25/2023	5296 CKJT ARCHITECTS PLLC	COLUMBIA PARK PLAYGROUND OF DREAMS RESTROOM	\$720.70
311201	08/25/2023	35 CONSOLIDATED ELECTRICAL, DISTRIBUTORS INC	REPLACE LIGHT POLE AT BOB OLSON & MONTANA	\$25,972.44
311222	08/25/2023	409 FRONTIER FENCE INC	REPAIR A SECTION OF FENCE AT FRUITLAND PARK	\$5,337.17
311298	08/25/2023	680 SIERRA ELECTRIC, INC.	REPLACE SIGNAL BOX AND BASE- CANAL & EDISON	\$6,084.38
311328	08/25/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$41.22
010 - Fund Activity Subtotal:				\$132,844.07
220 - RM-Dental				
311210	08/25/2023	2029 DEPT OF ENTERPRISE SVCS	SELF-INSURED PROGRAM SEMI-ANNUAL REGULATORY FEE	\$350.00
220 - RM-Dental Subtotal:				\$350.00
Total For Fund 503				\$133,194.07

City of Kennewick
Claims Roster by Fund/Division
8/1/2023 to 8/31/2023



CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
Fund 611				
010 - Fund Activity				
311177	08/25/2023	4065 BERNA, LETA	LEOFF 1 PENSION	\$386.03
311213	08/25/2023	5685 ECKERT, NANCY	LEOFF 1 PENSION	\$1,721.91
311229	08/25/2023	122 GRAVES, MARJORIE	LEOFF 1 PENSION	\$2,618.65
311281	08/25/2023	6700 PURDY, PAULA	LEOFF 1 PENSION	\$1,099.34
311286	08/25/2023	145 REMUS, LARRY J	LEOFF 1 PENSION	\$893.51
311295	08/25/2023	148 SHAW, LEONARD	LEOFF 1 PENSION	\$630.69
311300	08/25/2023	150 SLEATER, LARRY L	LEOFF 1 PENSION	\$1,467.49
311329	08/25/2023	152 VICKERMAN, THOMAS	LEOFF 1 PENSION	\$448.25
311340	08/25/2023	154 WILLEBY, DONALD R	LEOFF 1 PENSION	\$722.53
010 - Fund Activity Subtotal:				\$9,988.40
Total For Fund 611				\$9,988.40
Fund 612				
010 - Fund Activity				
310954	08/11/2023	24 ADKINS, WILLIAM	RETIREE MEDICAL	\$164.90
310980	08/11/2023	185 BUCK, GARY E	RETIREE MEDICAL	\$164.90
311008	08/11/2023	1894 EASLING, CONNIE	RETIREE MEDICAL	\$164.90
311014	08/11/2023	41 FARNKOFF, ROBERT C	RETIREE MEDICAL	\$164.90
311015	08/11/2023	58 FEARING, DOUG	RETIREE MEDICAL	\$164.90
311021	08/11/2023	181 GIER, CHARLES W.	RETIREE MEDICAL	\$164.90
311023	08/11/2023	134 GONDERMAN, DAVID A	RETIREE MEDICAL	\$164.90
311025	08/11/2023	62 GROSS, ROBERT	RETIREE MEDICAL	\$164.90
311031	08/11/2023	455 HEIMBIGNER, MICHAEL	RETIREE MEDICAL	\$164.90
311033	08/11/2023	6744 HIRSCHHEL, ARTHUR D	RETIREE MEDICAL	\$104.90
311041	08/11/2023	3891 JOPLIN, ALAN	RETIREE MEDICAL	\$164.90
311042	08/11/2023	65 JUERGENS, CURT	RETIREE MEDICAL	\$2,584.90
311048	08/11/2023	60 KRAFT, JAMES	RETIREE MEDICAL	\$164.90
311055	08/11/2023	50 MACE, BILL	RETIREE MEDICAL	\$164.90
311056	08/11/2023	52 MAPLETHORPE, JOHN G., JR	RETIREE MEDICAL	\$411.90
311071	08/11/2023	142 O'HAIR, RONALD L	RETIREE MEDICAL	\$164.90
311078	08/11/2023	5554 PENNEY, MICHAEL	RETIREE MEDICAL	\$134.00
311083	08/11/2023	145 REMUS, LARRY J	RETIREE MEDICAL	\$338.49
311088	08/11/2023	1821 SCHARNHORST, DEAN	RETIREE MEDICAL	\$164.90
311093	08/11/2023	148 SHAW, LEONARD	RETIREE MEDICAL	\$164.90
311098	08/11/2023	150 SLEATER, LARRY L	RETIREE MEDICAL	\$164.90
311104	08/11/2023	66 SOUTHWICK, JOHN J., JR.	RETIREE MEDICAL	\$164.90
311120	08/11/2023	1318 TRIPP, GREG	RETIREE MEDICAL	\$164.90

City of Kennewick
Claims Roster by Fund/Division
 8/1/2023 to 8/31/2023



CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
311130	08/11/2023	152 VICKERMAN, THOMAS	RETIREE MEDICAL	\$164.90
311133	08/11/2023	8584 WAGNER, BRIAN	RETIREE MEDICAL	\$164.90
311138	08/11/2023	9944 WATERS, DENNIS	RETIREE MEDICAL	\$148.50
311143	08/11/2023	154 WILLEBY, DONALD R	RETIREE MEDICAL	\$6,613.90
311144	08/11/2023	2997 WILLIAMS, GARY	RETIREE MEDICAL	\$164.90
311145	08/11/2023	9776 YADEN, MARK	RETIREE MEDICAL	\$164.90
311252	08/25/2023	50 MACE, BILL	RETIREE MEDICAL	\$637.20
311278	08/25/2023	5554 PENNEY, MICHAEL	RETIREE MEDICAL	\$134.00
010 - Fund Activity Subtotal:				\$14,735.59
Total For Fund 612				\$14,735.59
Fund 642				
000 - Fund Activity				
310944	08/02/2023	99990 MISC REFUNDS	METRO SEIZE RELEASE	\$4,834.00
000 - Fund Activity Subtotal:				\$4,834.00
010 - Fund Activity				
311147	08/11/2023	5471 ZIPLY FIBER, NORTHWEST FIBER, LLC DBA	TELEPHONE SVC	\$158.93
311207	08/25/2023	7711 CULLIGAN WATER CONDITIONING	CULLIGAN WATER SERVICE	\$54.62
311319	08/25/2023	457 TRUCKS & AUTO AUCTIONS	VEHICLE STORAGE FEE (AUG)	\$825.00
311328	08/25/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$41.22
010 - Fund Activity Subtotal:				\$1,079.77
Total For Fund 642				\$5,913.77
Fund 888				
000 - Fund Activity				
EFT	08/25/2023	5000 COMMERCIAL CARD SOLUTIONS, JP MORGAN CHASE - VISA	PCARD PURCHASES- JULY 2023	\$54,709.72
000 - Fund Activity Subtotal:				\$54,709.72
Total For Fund 888				\$54,709.72
				\$4,805,249.20

City of Kennewick
Claims Roster by Fund/Division
8/1/2023 to 8/31/2023



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.

A handwritten signature in black ink that reads "Dan Legard".

Dan Legard, Finance Director

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

Check Numbers 310938 through 311351:	\$4,630,182.19
Electronic Payments (EFT):	\$175,067.01
Total	\$4,805,249.20

City of Kennewick
Claims Roster by Fund/Division
8/1/2023 to 8/31/2023



CLAIMS SUMMARY		
FUND	DESCRIPTION	AMOUNT
001	GENERAL FUND	1,131,756.79
102	STREET FUND	46,121.76
103	ARTERIAL STREET FUND	367,855.03
106	BI-PIN OPERATIONS FUND	12,441.04
107	COMMUNITY DEVELOPMENT FUND	29,356.72
111	ASSET FORFEITURE FUND	140.00
116	LODGING TAX FUND	127,768.55
117	CRIMINAL JUSTICE SALES TAX FND	30,917.53
118	HIDTA FIDUCIARY PROGRAM	142,981.44
119	CORONAVIRUS FISCAL RECOVERY FD	470.00
300	CAPITAL IMPROVEMENTS FUND	462,244.25
303	URBAN ARTERIAL STREET FUND	315,252.82
360	TIF RESERVE FUND	1,437.00
371	GO BOND 2022 FUND	606,860.69
402	MEDICAL SERVICES FUND	44,173.87
403	BUILDING SAFETY FUND	13,773.31
404	COLISEUM FUND	70,674.83
405	STORMWATER UTILITY FUND	152,201.03
410	WATER AND SEWER FUND	790,202.37
501	EQUIPMENT RENTAL FUND	211,818.24
502	CENTRAL STORES FUND	28,260.38
503	RISK MANAGEMENT FUND	133,194.07
611	FIREMENS PENSION FUND	9,988.40
612	OPEB TRUST FUND	14,735.59
642	METRO DRUG FORFEITURE FUND	5,913.77
888	RESIDUAL FUND	54,709.72
Total:		4,805,249.20

City of Kennewick
PCard Roster by Fund
 7/1/2023 to 7/31/2023



FUND/DIVISION	VENDOR #	VENDOR NAME	DESCRIPTION	AMOUNT
001 - GENERAL FUND				
CITY COUNCIL	2708	HERC RENTALS INC, HERTZ EQUIPMENT RENTAL	TRAVEL EXPENSES MAYOR MCKAY.	284.61
				City Council Subtotal:
				\$284.61
CITY MANAGER	10158	PROCARD, CANVA	CANVA SUBSCRIPTION FOR DDOLLARHYDE	12.99
CITY MANAGER	9276	LEADERSHIP TRI-CITIES	LEADERSHIP TRI-CITIES DUES FOR DDOLLARHYDE	1,800.00
CITY MANAGER	172	THE TRI-CITY HERALD	TRI-CITY HERALD SUBSCRIPTION FOR DDOLLARHYDE	15.99
CITY MANAGER	6006	ADOBE SYSTEMS, INC	ADOBE CREATIVE CLOUD SUBSCRIPTION FOR DDOLLARHYDE.	32.60
CITY MANAGER	9276	LEADERSHIP TRI-CITIES	LEADERSHIP TRI-CITIES DUES FOR KPEEL.	1,800.00
				City Manager Subtotal:
				\$3,661.58
RECREATION SERVICES	3883	U R M CASH & CARRY	CASES OF WATER	52.13
RECREATION SERVICES	999998	PY *GREG WALDEN	YOUTH SWIM TEAM TSHIRTS	900.41
RECREATION SERVICES	999998	MARINE RESCUE PRODUCTS IN	LIFEGUARD WHISTLES	108.75
RECREATION SERVICES	3426	THE HOME DEPOT PRO, DBA SUPPLY WORKS	UMBRELLAS FOR THE POOL	152.09
RECREATION SERVICES	3717	AMAZON.COM	SOAP DISPENSERS FOR POOL WOMEN'S RESTROOM	43.45
RECREATION SERVICES	6701	RED APPLE MARKET	WATER REFILL FOR THE POOL	15.00
RECREATION SERVICES	3717	AMAZON.COM	KCC DOOR COVERS	26.06
RECREATION SERVICES	3883	U R M CASH & CARRY	POPCORN SUPPLIES FOR KCC	49.72
RECREATION SERVICES	3717	AMAZON.COM	PICTURE FRAME FOR KCC P&R MONTH PROCLAMATION	8.69
RECREATION SERVICES	3717	AMAZON.COM	NEW DOORBELL FOR KCC	14.40
RECREATION SERVICES	7217	FACEBOOK	FACEBOOK ADVERTISING	487.44
RECREATION SERVICES	3717	AMAZON.COM	OFFICE SUPPLIES	23.58
RECREATION SERVICES	3717	AMAZON.COM	OFFICE/CLEANING SUPPLIES	29.42
RECREATION SERVICES	3223	WALMART SUPERCENTER	DRINKS AND SNACKS FOR RIVER OF FIRE STAFF	60.10
RECREATION SERVICES	3223	WALMART SUPERCENTER	BASKETBALL FOR THE PAVILION	49.94
RECREATION SERVICES	3717	AMAZON.COM	JANITOR EQUIPMENT	6.50
RECREATION SERVICES	3717	AMAZON.COM	SOUTHRIDGE SUPPLIES	91.12
RECREATION SERVICES	3700	OFFICE DEPOT INC	SUPPLIES FOR FAMILY FUN DAY	91.33
RECREATION SERVICES	3717	AMAZON.COM	CLEANING SUPPLIES	62.74
RECREATION SERVICES	8367	GREEN CLEANERS	TABLE CLOTH CLEANING	21.71
RECREATION SERVICES	3426	THE HOME DEPOT PRO, DBA SUPPLY WORKS	EXTENSION CORDS AND TIES FOR THE PAVILION	41.06
RECREATION SERVICES	10304	KNOCKERBALL TRICITIES LLC, BOYD JASEN HINSHAW	INFLATABLES FOR FAMILY DAY	843.98
RECREATION SERVICES	1889	UNITED AIR LINES, INC.	BRANDON LANGE NRPA FLIGHT	1,165.95
RECREATION SERVICES	4564	GOOGLE	YOUTUBE TV FOR PAVILION	79.34
RECREATION SERVICES	999998	SQ *KONA ICE OF TRI-CITIE	SHAVED ICE FOR FAMILY DAY	1,500.00

City of Kennewick
PCard Roster by Fund
 7/1/2023 to 7/31/2023



FUND/DIVISION	VENDOR #	VENDOR NAME	DESCRIPTION	AMOUNT
RECREATION SERVICES	9135	PROCARD, IN *DCATALOG	ONLINE CATALOG CONVERTER	299.00
RECREATION SERVICES	3717	AMAZON.COM	TAPE	11.73
RECREATION SERVICES	3717	AMAZON.COM	KEYBOARD FOR FRONT DESK	18.47
RECREATION SERVICES	3717	AMAZON.COM	COIN ENVELOPES	7.05
RECREATION SERVICES	999998	TIL*TP WAKE UPCALL WUO	STAFF APPRECIATION COFFEE MEETING	41.44
RECREATION SERVICES	3223	WALMART SUPERCENTER	ICE FOR NNO	28.20
RECREATION SERVICES	7237	GOTPRINT.COM	HARVEST BAZAAR WATER BILL READER	1,467.14
RECREATION SERVICES	7680	PANDORA*INTERNET RADIO	PANDORA MOOD FOR THE PAVILION	29.29
RECREATION SERVICES	3717	AMAZON.COM	COMPUTER EQUIPMENT	18.47
RECREATION SERVICES	999998	T-SHIRT FACTORY	TOURNEY CHAMP SHIRTS	419.03
RECREATION SERVICES	3717	AMAZON.COM	SPONGES	8.69
RECREATION SERVICES	3717	AMAZON.COM	KLEENEX	29.04
RECREATION SERVICES	172	THE TRI-CITY HERALD	TCH SUBSCRIPTION	20.99
RECREATION SERVICES	3883	U R M CASH & CARRY	SUPPLIES FOR CC	17.27
Recreation Services Subtotal:				\$8,340.72
FACILITIES MAINTENANCE	9877	PROCARD, WASTE MGMT WM EZPAY	GARBAGE AT TRI-PLEX	312.69
FACILITIES MAINTENANCE	10280	PROCARD, GROCERY OUTLET KENN	ICEPOPS FOR CREW DURING HEAT WAVE	31.59
FACILITIES MAINTENANCE	3546	WRPA	WRPA TRAINING FOR TYREL DAVIS	605.00
FACILITIES MAINTENANCE	3426	THE HOME DEPOT PRO, DBA SUPPLY WORKS	CONCRETE FOR POOL	92.94
Facilities Maintenance Subtotal:				\$1,042.22
ECONOMIC DEVELOPMENT	6620	STK*SHUTTERSTOCK.COM	IMAGES FOR MARKETING	31.53
ECONOMIC DEVELOPMENT	755	WASHINGTON ECONOMIC, DEVELOPMENT ASSOCIATION	WEDA TICKETS FOR EL AND RC	723.56
ECONOMIC DEVELOPMENT	9708	EIG	EMAIL MANAGEMENT FOR MARKETING PURPOSES	283.71
Economic Development Subtotal:				\$1,038.80
ACCOUNTING	3185	GFOA	GFOA CERTIFICATE OF ACHIEVEMENT REVIEW FEE FY2022	610.00
ACCOUNTING	3185	GFOA	PAFR ANNUAL FEE FY2022	250.00
ACCOUNTING	3185	GFOA	GFOA ANNUAL GAAP UPDATE - DAN LEGARD.	135.00
ACCOUNTING	3185	GFOA	GFOA GAAP UPDATE - GUILLERMO URREGO.	150.00
ACCOUNTING	3185	GFOA	GFOA GAAP UPDATE - MICHELE HAMADA.	150.00
ACCOUNTING	3185	GFOA	GFOA GAAP UPDATE - MEG COLEMAN.	150.00
ACCOUNTING	3717	AMAZON.COM	OFFICE SUPPLIES - WIRELESS MOUSE AND KEYBOARD	64.12
Accounting Subtotal:				\$1,509.12
HUMAN RESOURCES	716	CDW GOVERNMENT, INC.	ADOBE PRO DC - CINDY SMITH - HR	159.69
HUMAN RESOURCES	2541	SOCIETY FOR HUMAN RESOURCE, MANAGEMENT	SHRM MAGAZINE SUBSCRIPTION	439.00
HUMAN RESOURCES	999998	YOURMEMBERSHIP, INC.	JOB POSTING FOR CITY ATTORNEY	649.00

City of Kennewick
PCard Roster by Fund
 7/1/2023 to 7/31/2023



FUND/DIVISION	VENDOR #	VENDOR NAME	DESCRIPTION	AMOUNT
HUMAN RESOURCES	3700	OFFICE DEPOT INC	OFFICE SUPPLIES FOR HR DEPARTMENT	72.22
HUMAN RESOURCES	9860	PROCARD, PAYPAL	5 PACK JOB POSTING FOR HR DEPARTMENT	200.00
HUMAN RESOURCES	999998	YOURMEMBERSHIP, INC.	JOB POSTING FOR SENIOR ACT SPECIALIST	458.00
HUMAN RESOURCES	3717	AMAZON.COM	PHONE CASE FOR DLEMIEUX	18.32
HUMAN RESOURCES	3700	OFFICE DEPOT INC	OFFICE SUPPLIES.	4.68
HUMAN RESOURCES	3700	OFFICE DEPOT INC	OFFICE SUPPLIES FOR HR	24.88
HUMAN RESOURCES	3717	AMAZON.COM	WELLNESS COMMITTEE SUPPLIES.	14.02
HUMAN RESOURCES	3883	U R M CASH & CARRY	WELLNESS COMMITTEE EVENT SUPPLIES.	89.78
HUMAN RESOURCES	3717	AMAZON.COM	WELLNESS COMMITTEE EVENT PRIZES.	61.84
HUMAN RESOURCES	999998	CC* NRPA CAREER CENTER	JOB POSTING ON NRPA	249.00
Human Resources Subtotal:				\$2,440.43
CUSTOMER SERVICE	8935	PROCARD, COMPLIANCESIGNS.COM	FLOOR SIGNS FOR CUSTOMER SERVICE	70.99
CUSTOMER SERVICE	3717	AMAZON.COM	OFFICE SUPPLIES	224.43
CUSTOMER SERVICE	3717	AMAZON.COM	BROCHURE HOLDER	22.82
Customer Service Subtotal:				\$318.24
CODE ENFORCEMENT	3717	AMAZON.COM	OFFICE SUPPLIES	137.61
Code Enforcement Subtotal:				\$137.61
CITY CLERK	999998	EVENT* THE OPMA - LATE	OPMA UPDATE WEBINAR	40.00
CITY CLERK	3717	AMAZON.COM	NOTARY SEALS	16.96
CITY CLERK	3717	AMAZON.COM	WRIST REST; CASE OF TAPE	28.84
CITY CLERK	3717	AMAZON.COM	CLEANING SUPPLIES	24.98
CITY CLERK	3717	AMAZON.COM	WIRELESS PRESENTATION CLICKER, STAPLES, POST-IT NOTES, LANYARD HOLDER	162.39
City Clerk Subtotal:				\$273.17
INFORMATION TECHNOLOGY	3717	AMAZON.COM	TOOLS - IT SERVICE DESK	36.56
INFORMATION TECHNOLOGY	999998	B2B PRIME*ZZ10291M3	AMAZON PRIME ANNUAL SUBSCRIPTION	194.57
INFORMATION TECHNOLOGY	10459	PROCARD, PAYFLOW/PAYPAL	MONTHLY CREDIT CARD PROCESSING FEES	462.55
INFORMATION TECHNOLOGY	3717	AMAZON.COM	REPLACEMENT LAPTOP BATTERY	61.22
INFORMATION TECHNOLOGY	39	BRIDGEPAY NETWORK SOLUTIONS	MONTHLY CREDIT CARD PROCESSING FEES	68.20
INFORMATION TECHNOLOGY	3717	AMAZON.COM	(1) CASE OF TISSUE PAPER - IT	25.21
INFORMATION TECHNOLOGY	3717	AMAZON.COM	ERGO DESK CHAIR - BROOKE S	193.48
INFORMATION TECHNOLOGY	7537	GLOBAL KNOWLEDGE TRAINING LLC, GK HOLDINGS, INC	IDENTITY WITH WINDOWS SERVER TRAINING - ERIC B	2,995.00
INFORMATION TECHNOLOGY	7537	GLOBAL KNOWLEDGE TRAINING LLC, GK HOLDINGS, INC	F5 CONFIGURATION LOCAL TRAFFIC MANAGER TRAINING - ERIC B	3,300.00
INFORMATION TECHNOLOGY	7537	GLOBAL KNOWLEDGE TRAINING LLC, GK HOLDINGS, INC	F5 CONFIGURING BIG IP DNS TRAINING - ERIC B	2,200.00
INFORMATION TECHNOLOGY	8030	PROCARD, THE GWEN	ESRI CONFERENCE - HOTEL - MARIETTA K	1,346.70

City of Kennewick
PCard Roster by Fund
 7/1/2023 to 7/31/2023



FUND/DIVISION	VENDOR #	VENDOR NAME	DESCRIPTION	AMOUNT
INFORMATION TECHNOLOGY	8030	PROCARD, THE GWEN	ESRI CONFERENCE - HOTEL - ANTHONY VONMOOS	1,527.00
INFORMATION TECHNOLOGY	10648	PROCARD, UDEMY ONLINE COURSES	F5 TRAINING - ERIC B.	16.29
Information Technology Subtotal:				\$12,426.78
PLANNING	924	AMERICAN PLANNING ASSOCIATION	MATT HALITSKY: 2023 AICP/APA/WA CHAPTER MEMBERSHIP DUES	618.00
PLANNING	3717	AMAZON.COM	ANTHONY MUAI: MONITOR STANDS 7 MOUNTS: MATT, STEVE & ANTHONY V.	97.80
PLANNING	3717	AMAZON.COM	ALISHA PIPER: DESK MOUNT CABLE ORGANIZER RACK	34.77
Planning Subtotal:				\$750.57
KPD-ADMINISTRATION	4167	SURVEYMONKEY COM	MONTHLY PROFESSIONAL SUBSCRIPTION	107.62
KPD-ADMINISTRATION	7851	GREAT HARVEST BREAD, SUNRISE BAKERY LLC	LUNCH FOR A BUDGET MEETING	120.19
KPD-Administration Subtotal:				\$227.81
KPD-CRIMINAL INVESTIGATION	3700	OFFICE DEPOT INC	HP LASERJET MFP M480F ALL-IN-ONE PRINTER - MARY SELLARS KPD	1,075.04
KPD-CRIMINAL INVESTIGATION	7321	JIMMY JOHNS	FOOD FOR CID DURING HOMICIDE INVESTIGATION	53.16
KPD-CRIMINAL INVESTIGATION	7974	SIRCHIE FINGER PRINT, LABORATORIES	TRAJECTORY RODS	470.76
KPD-CRIMINAL INVESTIGATION	999998	IN *LITTLE ANGELS SUIDI D	DOLL FOR CHILD SEX OFFENSE INVESTIGATIONS	64.68
KPD-CRIMINAL INVESTIGATION	7228	TRANSUNION RISK ALTERNATIVE, DATA SOLUTIONS INC	PEOPLE SEARCH FEES	262.40
KPD-Criminal Investigation Subtotal:				\$1,926.04
KPD-PATROL	10971	THE BUNKER	BODY ARMOR VEST - J GARCIA	1,022.80
KPD-PATROL	10971	THE BUNKER	SWAT SUPPLIES	555.46
KPD-Patrol Subtotal:				\$1,578.26
KPD-STAFF SERVICES	3292	BEST BUY	SPEAKER/ PA FOR COMMUNITY EVENTS	195.65
KPD-STAFF SERVICES	3719	WESTERN STATES EQUIPMENT CO, THE CAT RENTAL STORE	RENTAL OF 2 UTVS FOR WATER FOLLIES	253.27
KPD-Staff Services Subtotal:				\$448.92
KPD-SPECIAL SERVICES	10944	PROCARD, STREETPARKING	KPD FITNESS APP	16.31
KPD-SPECIAL SERVICES	3426	THE HOME DEPOT PRO, DBA SUPPLY WORKS	WOOD STICKS FOR RANGE TARGET STANDS	97.01
KPD-SPECIAL SERVICES	10971	THE BUNKER	QUARTERMASTER SUPPLIES	136.94
KPD-SPECIAL SERVICES	10971	THE BUNKER	QUARTERMASTER SUPPLIES - NEW HIRES	1,460.64
KPD-SPECIAL SERVICES	999998	ID CARDS INSTANTCARD	DEPARTMENT ID CARDS	100.00
KPD-Special Services Subtotal:				\$1,810.90
FIRE ADMINISTRATION	999998	INTERNATIONAL ASSOCIATION	FRI CONFERENCE REGISTRATION	349.50
FIRE ADMINISTRATION	999998	INDIAN SPRINGS MFG. CO	C-KIT GASKETS	478.13
Fire Administration Subtotal:				\$827.63
FIRE SUPPRESSION	11032	PROCARD, DANNER-LACROSSE	ZIPPERS AND PARTS FOR DUTY BOOTS	20.87

City of Kennewick
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 7/1/2023 to 7/31/2023



FUND/DIVISION	VENDOR #	VENDOR NAME	DESCRIPTION	AMOUNT
FIRE SUPPRESSION	999998	CHEFSTORE 7575	BOTTLED WATER/SPORTS DRINK, FOR BOAT RACE WEEKEND	110.71
FIRE SUPPRESSION	999998	BLOOMFIELD MANUFACTURING	HI-LIFT JACK FOR VEHICLE EXTRICATION	279.96
FIRE SUPPRESSION	999998	PACFOREST SUPPLY	WILDLAND PARTS TO BUILD FIREFIGHTING TOOLS	317.45
FIRE SUPPRESSION	3717	AMAZON.COM	REPLACEMENT BUCKLES FOR WILDLAND PACKS AND OTHER	37.39
FIRE SUPPRESSION	3883	U R M CASH & CARRY	BOTTLED WATER FOR STATIONS	140.96
FIRE SUPPRESSION	3717	AMAZON.COM	ROPE SYSTEM FOR HI-LIFT JACK, STATION GENERATOR KEYS	27.48
FIRE SUPPRESSION	999998	IMS ALLIANCE	COMMAND BOARDS	1,010.02
FIRE SUPPRESSION	3717	AMAZON.COM	MIC FOR THE BC RIG MOBILE RADIO	92.86
Fire Suppression Subtotal:				\$2,037.70
FIRE PREVENTION/INVESTIGATION	581	CONSTRUCTION EXAM CENTER	REGISTRATION FOR FIRE INSPECTOR 1 EXAM COURSE PREP	795.00
Fire Prevention/Investigation Subtotal:				\$795.00
ENGINEERING	3717	AMAZON.COM	OFFICE SUPPLIES	135.91
ENGINEERING	999998	EVENT* ABCS OF COOPERA	WEBINAR - S. QUANDT	40.00
ENGINEERING	3717	AMAZON.COM	CREDIT ON ACCOUNT	(0.16)
ENGINEERING	3717	AMAZON.COM	CREDIT FROM AMAZON	(7.44)
ENGINEERING	4031	AUTODESK INC	AUTOCAD MONTHLY SUBSCRIPTION - ENGINEERING INTERN	364.15
ENGINEERING	5122	USPS (STAMPS.COM)	CERTIFIED LETTER TO ALLSTAR CONSTRUCTION - SANDRA QUANDT	9.73
ENGINEERING	7237	GOTPRINT.COM	BUSINESS CARDS GROSS/LOUCKS	64.52
ENGINEERING	7237	GOTPRINT.COM	BUSINESS CARDS CANCINO	36.52
Engineering Subtotal:				\$643.23
GF-NONDEPARTMENTAL	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	SUPPLIES FOR NNO 2023	35.81
GF-NONDEPARTMENTAL	3699	TRI-CITY AREA CHAMBER, OF COMMERCE	REGIONAL CHAMBER LUNCHEON.	240.00
GF-NONDEPARTMENTAL	7851	GREAT HARVEST BREAD, SUNRISE BAKERY LLC	PORT OF KENNEWICK LUNCH MEETING.	72.56
GF-Nondepartmental Subtotal:				\$348.37
001 - GENERAL FUND Total:				\$42,867.71
102 - STREET FUND				
TRAFFIC	754	DEPARTMENT OF LICENSING	DOL PROF. LICENSE-J.COWLING	116.00
Traffic Subtotal:				\$116.00
102 - STREET FUND Total:				\$116.00
106 - BI-PIN OPERATIONS FUND				
FUND ACTIVITY	3292	BEST BUY	(2) BLACK TONER CARTRIDGES - HP LASERJET - BIPIN	202.16
Fund Activity Subtotal:				\$202.16
106 - BI-PIN OPERATIONS FUND Total:				\$202.16

107 - COMMUNITY DEVELOPMENT FUND

City of Kennewick
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 7/1/2023 to 7/31/2023



FUND/DIVISION	VENDOR #	VENDOR NAME	DESCRIPTION	AMOUNT
CDBG	3717	AMAZON.COM	WIRELESS PRESENTATION CLICKER, STAPLES, POST-IT NOTES, LANYARD HOLDER	9.77
CDBG Subtotal:				\$9.77
107 - COMMUNITY DEVELOPMENT FUND Total:				\$9.77
117 - CRIMINAL JUSTICE SALES TAX FND				
KPD-PATROL	2432	CHARTER COMMUNICATIONS	REDUNDANT INTERNET CONNECTION	580.00
KPD-Patrol Subtotal:				\$580.00
117 - CRIMINAL JUSTICE SALES TAX FND Total:				\$580.00
300 - CAPITAL IMPROVEMENTS FUND				
CAPITAL PURCHASES	229	DELL MARKETING L.P., C/L DELL USA L.P.	DELL THUNDERBOLT DOCKING STATION - PAT S	386.86
CAPITAL PURCHASES	229	DELL MARKETING L.P., C/L DELL USA L.P.	DELL MOBILE PRECISION 3850 LAPTOP - PAT S	2,671.87
Capital Purchases Subtotal:				\$3,058.73
300 - CAPITAL IMPROVEMENTS FUND Total:				\$3,058.73
371 - GO BOND 2022 FUND				
FUND ACTIVITY	3717	AMAZON.COM	AIR HOSES FOR APP BAY DROPS	79.35
Fund Activity Subtotal:				\$79.35
371 - GO BOND 2022 FUND Total:				\$79.35
402 - MEDICAL SERVICES FUND				
FUND ACTIVITY	999998	SP SEATOSUMMITUSA	REPLACEMENT BUCKLES FOR EMS	102.45
FUND ACTIVITY	11032	PROCARD, DANNER-LACROSSE	ZIPPERS AND PARTS FOR DUTY BOOTS	118.27
FUND ACTIVITY	999998	INTERNATIONAL ASSOCIATION	FRI CONFERENCE REGISTRATION	349.50
Fund Activity Subtotal:				\$570.22
402 - MEDICAL SERVICES FUND Total:				\$570.22
403 - BUILDING SAFETY FUND				
FUND ACTIVITY	3717	AMAZON.COM	IPAD CASE - NICK POTVIN	31.34
FUND ACTIVITY	3717	AMAZON.COM	OFFICE SUPPLIES	141.83
Fund Activity Subtotal:				\$173.17
403 - BUILDING SAFETY FUND Total:				\$173.17
405 - STORMWATER UTILITY FUND				
FUND ACTIVITY	999998	TERRA FIRMA TESTING	P2302 SOIL TESTING	497.50
FUND ACTIVITY	295	SWANA - SOLID WASTE ASSOC, OF NORTH AMERICA	SWANA MEMBERSHIP FOR PAUL GAFFEY	245.00
Fund Activity Subtotal:				\$742.50
405 - STORMWATER UTILITY FUND Total:				\$742.50
410 - WATER AND SEWER FUND				

City of Kennewick
PCard Roster by Fund
 7/1/2023 to 7/31/2023



FUND/DIVISION	VENDOR #	VENDOR NAME	DESCRIPTION	AMOUNT
FUND ACTIVITY	3883	U R M CASH & CARRY	CLR, DISTILLED WATER & OTHER LAB SUPPLIES FOR WTP	71.81
FUND ACTIVITY	10004	STITES, AARON W	PRELIMINARY SITE PLAN #SPA-2023-0041 - WWTP PHASE 2	769.00
FUND ACTIVITY	3426	THE HOME DEPOT PRO, DBA SUPPLY WORKS	PROPANE FOR THE WTP	47.78
FUND ACTIVITY	3426	THE HOME DEPOT PRO, DBA SUPPLY WORKS	BAGGED CONCRETE FOR DRIVEWAY OFF OF 395 - WATER DISTRIBUTION	65.00
FUND ACTIVITY	3426	THE HOME DEPOT PRO, DBA SUPPLY WORKS	BOX LINERS FOR NEW HYDRANT TRUCK - WATER DISTRIBUTION	84.68
Fund Activity Subtotal:				\$1,038.27
410 - WATER AND SEWER FUND Total:				\$1,038.27
501 - EQUIPMENT RENTAL FUND				
FUND ACTIVITY	754	DEPARTMENT OF LICENSING	REPORT OF SALE VEH 5709	13.65
FUND ACTIVITY	10015	PROCARD, WEATHERTECH DIRECT LLC	FLOOR MATS VEH 5305	144.52
FUND ACTIVITY	999998	SP DECKED STORAGE	CARGO TRAY AND DRAWERS VEH 7330	1,891.37
FUND ACTIVITY	999998	SP DIAMONDBACK	TONNEAU COVER VEH 7330	2,639.24
FUND ACTIVITY	999998	TIGERTOUGH	TACTICAL SEAT COVER VEH 7330	216.32
FUND ACTIVITY	754	DEPARTMENT OF LICENSING	REPORT OF SALE VEH 5006	13.65
FUND ACTIVITY	754	DEPARTMENT OF LICENSING	LICENSING/REGISTRATION 3209-3212	127.21
Fund Activity Subtotal:				\$5,045.96
501 - EQUIPMENT RENTAL FUND Total:				\$5,045.96
642 - METRO DRUG FORFEITURE FUND				
FUND ACTIVITY	4759	GRIGG ENTERPRISES INC, ACE HARDWARE	PAINT CANS FOR METH LAB EVIDENCE FOR METRO CASE 23-074B	86.85
FUND ACTIVITY	5122	USPS (STAMPS.COM)	POSTAGE EXPENSE (TF22-061-2)	10.02
FUND ACTIVITY	3717	AMAZON.COM	OFFICE SUPPLIES (FILE FOLDERS)	25.25
FUND ACTIVITY	3717	AMAZON.COM	OFFICE SUPPLIES (CD'S)	69.81
FUND ACTIVITY	5122	USPS (STAMPS.COM)	POSTAGE EXPENSE (TF22-071-1, TF23-030-2, TF23-030-3, TF23-030-5)	33.95
Fund Activity Subtotal:				\$225.88
642 - METRO DRUG FORFEITURE FUND Total:				\$225.88
Grand Total:				\$54,709.72

City of Kennewick
PCard Roster by Fund
7/1/2023 to 7/31/2023



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.

A handwritten signature in black ink that reads "Dan Legard".

Dan Legard, Finance Director

September 19, 2023

All Departments:

August 31, 2023

ADMINISTRATIVE TEAM	3,654.04
CITY COUNCIL	4,787.50
CITY MANAGER	13,416.50
CIVIL SERVICE	2,313.00
COMMUNITY PLANNING & ECONOMIC DEVELOPMENT	27,023.27
EMPLOYEE & COMMUNITY RELATIONS	56,793.47
ENGINEERING	59,363.38
FACILITIES & GROUNDS	103,885.70
FINANCE	54,576.61
FIRE	113,665.13
LEGAL SERVICES	19,653.56
MANAGEMENT SERVICES	105,431.29
POLICE	541,399.36
	<hr/>
Subtotal General Fund	1,105,962.81
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STREETS	27,697.55
TRAFFIC	18,117.16
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Subtotal Street Fund	45,814.71
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BI-PIN	11,226.09
BUILDING SAFETY	49,064.84
COMMUNITY DEVELOPMENT	3,232.95
CRIMINAL JUSTICE	85,057.54
EQUIPMENT RENTAL	15,209.52
MEDICAL SERVICES	370,434.51
RISK MANAGEMENT	4,357.91
STORMWATER UTILITY	26,993.93
WATER & SEWER	157,783.00
	<hr/>
Subtotal Other Funds	723,360.29
	<hr/>
Total Salaries and Wages	1,875,137.81
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<u>Benefits:</u>	
Dental Insurance	21,773.95
Industrial Insurance	58,567.60
Medical Insurance	333,976.63
Medical Retirement Account	3,300.00
Retirement	131,792.74
Social Security (FICA)	109,830.68
Vision Insurance	3,499.86
WA Family Leave	3,901.80
	<hr/>
	666,643.26
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Total Benefits	
	<hr/>
Grand Total	<u><u>\$2,541,781.07</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 \$2,541,781.07 comprised of check numbers 76738 through 76744 and direct deposit numbers 216509 through 216991.

Approved for payment:



Dan Legard, Finance Director

Council Agenda Coversheet	Agenda Item Number: 4.d.	Council Date: 9/19/2023	Category: Consent Agenda
	Agenda Item Type: Reports/Plans Subject: Public Works Board - Project Completion Report Department: Public Works Ord/Reso # Project #	Contract # Permit #	
<p><u>Recommendation</u> That City Council authorize the City Manager to sign the Public Works Boat Construction Project Completion Report for the US395/Ridgeline Interchange Project.</p> <p><u>Motion for Consideration</u> Motion to authorize the City Manager to sign the Public Works Boat Construction Project Completion Report for the US395/Ridgeline Interchange Project.</p> <p><u>Summary</u> The City applied for and received a low-interest loan of Public Works Trust Funds to assist in the design and construction of the US 395 / Ridgeline Drive Interchange Project. The project was funded with Connecting Washington funds and local City funds.</p> <p>In 2018 the project was selected by the Washington State Public Works Board to receive a \$6,000,000 loan with a 1.66% interest rate and a 20-year loan term. City council approved the contract in July 2018. The attached Project Completion Report finalizes the project and establishes the final loan amount. Although the original loan amount was up to \$6,000,000, Washington State was able to dedicate additional Connecting Washington funds to the project, resulting in a final loan amount of \$4,270,541.17 resulting in less debt service for the City.</p> <p>Staff have reviewed the Project Completion Report and recommend the project be closed out and the final loan amount established by signing the report.</p> <p><u>Alternatives</u> N/A</p> <p><u>Fiscal Impact</u> The final report establishes a final loan amount of \$4,270,541.17. The loan terms of 20-years at 1.66% interest are established in the originally approved contract.</p>			
<p>Attachments: 1. Report</p>			



Public Works Board- Construction Project Completion Report

This form must be completed and submitted, along with electronic photos of the completed project, with your final A-19 reimbursement request.

PWB Recipient:	City of Kennewick
PWB Contract Number:	PC18-96103-021
Project Name:	US395/Ridgeline Interchange
Original Contract Project Completion Date:	October 2022
Project Completion Date:	May 2023

Total Project Funds Expended (include all funds)	
Source	Amount
PWB Reimbursements To Date	4,270,541.17
Amount of Final Reimbursement	0
Total PWB Loan Amount Expended	4,270,541.17
Please identify other funding sources below:	
PWB Loan	4,270,541.17
State – Connecting Washington Program	16,400,000
Federal National Highway Freight Program grant	1,940,000
City of Kennewick	650,000
Federal Surface Transportation Program grant	640,000
Developer Contribution	110,000
TOTAL PROJECT FUNDING <i>(Include all sources and the final PWB loan amount)</i>	24,010,541.17

Were there any obstacles hindering completion of the project? If so, please give a description and explain how they were resolved.

Cold/winter weather conditions for both the winter of 2021/22 and 2022/23 delayed the final completion of the project. Additional working days were calculated and granted to the contractor to complete the project.

Are there any upcoming ribbon cutting or groundbreaking events scheduled? If so, what is the scheduled date?
A ribbon cutting was performed on June 1, 2023.

1.12 Performance (completion incentive) contract	
The Contractor shall complete the project no later than sixty (60) months after the date of contract execution.	
Complete the project and submit the Certified Project Completion Report within forty-eight (48) months of the date of contract execution, the Contractor may choose one of the two following incentives upon project completion:	
Option A:	The repayment period will be increased by twenty-four (24) months, not to exceed the life of the asset, OR:
Option B:	The interest rate will be decreased by one-quarter of one percent (0.25%).
Complete the project and submit the Certified Project Completion Report within thirty-six (36) months of the date of contract execution, the Contractor may choose one of the following two incentives upon project completion:	
Option C:	The repayment period will be increased by sixty (60) months, not to exceed the life of the asset, OR;
Option D:	The interest rate will be decreased by up to one-half of one percent (0.50%).
Please choose only one "option" (A, B, C, or D), if applicable:	N/A

Once an option is selected, the Contract shall be modified to note the appropriate change and no further adjustment to the Contract for Performance Incentives shall be authorized. Irrespective of the performance incentive chosen, at no point in time shall the minimum loan interest rate be less than 0.25%.

The calculation of interest rate and term adjustments will apply to the remaining payments beginning from the date the Project Completion report is certified.

Please provide high-resolution digital photographs of the completed project.

Email digital photos to your Project Manager. By providing images, audio, or video Contractor hereby consents to and authorize the use and reproduction in print or electronic format by PWB or anyone authorized by PWB, of any and all audio or video recording or photographs which have been provided to Commerce without compensation.

Certification of Final Report Accuracy:

I hereby certify that the information entered above and any attachments hereto are true and correct to the best of my knowledge and belief. Further, I certify that the public works project was constructed as described in the PWB application and PWB contract.

Signature of Chief Executive Officer

Title

Print Name

Date of Signature











Council Agenda Coversheet	Agenda Item Number: 4.e.	Council Date: 9/19/202 3	Category: Consent Agenda
	Agenda Item Type: General Business Item Subject: MOA Columbia Park 72 Acres Conveyance Department: Finance Ord/Reso # Project #	Contract # Permit #	

Recommendation

That Council authorize the City Manager to sign Memorandum of Agreement with U.S. Army Corps of Engineers, Walla Walla District, Confederated Tribes of the Umatilla Indian Reservation, Wanapum Band, Washington State Department of Archaeology and Historic Preservation, for the transfer of 72 acres of land within Columbia Park to the City of Kennewick.

Motion for Consideration

Motion to authorize the City Manager to sign the Memorandum of Agreement with U.S. Army Corps of Engineers, Walla Walla District, Confederated Tribes of the Umatilla Indian Reservation, Wanapum Band, Washington State Department of Archaeology and Historic Preservation, for the transfer of 72 acres of land within Columbia Park to the City of Kennewick.

Summary

The Memorandum of Agreement (MOA) is one of the final steps in the conveyance process to transfer to the City of Kennewick 72 acres in Columbia Park for public park and recreation purposes. The MOA provides the required framework to ensure that all of the protections of tribal treaty rights and cultural protections are not adversely affected by the transfer. The stipulations within the MOA were protections previously facilitated by the USACE and the MOA has been approved and signed by the other signatories.

Background

- The City of Kennewick began working with the USACE in 2011 on full conveyance of the 72 acres at the east end Columbia Park. Conveyance discussions began after the USACE informed the City, upon the appointment of a new USACE staff member that the car sales events we had hosted in the park for many years would have to cease unless we wanted to work on conveyance.
- Prior to 2011, city had held car sales events in Columbia Park for years, without any concerns raised from the Corps. Previous staff interpretation was that the sales were authorized because the income generated from the lease of the grounds and point of sale tax revenue was utilized to offset the maintenance and operations cost for the park.
- In 2011, the City began working with the USACE and an agreement was reached that as long as the City was working toward conveyance of the property, the car sales could continue.
- As the project began, it was apparent that the cost of the full conveyance would be expensive and time consuming, as we were required to pay for the Corps' staff's time to process the request. It was estimated that the costs to the Corps to pursue full and unrestricted conveyance of the 72 acres would have been approximately \$190K just to reach the appraisal stage. Additionally, the property would be sold to the City at fair market value, with all of the flowage encumbrances, easements, etc.
- In early 2013, we began the process with the USACE, at their suggestion, for recreational conveyance in accordance with Section 501(i) of the 1996 Water Resources Development Act:

“Properties to be conveyed under this subsection that will be retained in public ownership and used for public park and recreation purposes shall be conveyed without consideration. If any such property is no longer used for public park and recreation purposes, title to such property shall revert to the Secretary.”

- The City of Kennewick continues to work in partnership with TRIDEC and our neighboring jurisdictions on proposed draft legislation that would provide for full conveyance of shoreline areas to local control. Full, unrestricted conveyance will require Congressional action.

Alternatives

None.

Fiscal Impact

None.

Attachments:

1. Columbia Park Land Transfer Final MOA

**MEMORANDUM OF AGREEMENT AMONGST
THE U.S. ARMY CORPS OF ENGINEERS, WALLA WALLA DISTRICT, AND
THE CONFEDERATED TRIBES OF THE UMATILLA INDIAN
RESERVATION, AND THE WANAPUM BAND, AND THE WASHINGTON
STATE DEPARTMENT OF ARCHAEOLOGY AND HISTORIC
PRESERVATION, AND THE CITY OF KENNEWICK REGARDING THE
TRANSFER OF 72 ACRES OF LAND WITHIN COLUMBIA PARK TO THE
CITY OF KENNEWICK, WASHINGTON.**

The purpose of this memorandum of agreement (MOA) is to establish the mitigation, stipulations and actions of the U.S. Army Corps of Engineers, Walla Walla District (USACE) and the City of Kennewick, Washington (City) through consultation with the Washington State Department of Archaeology and Historic Preservation (DAHP), the Confederated Tribes of the Umatilla Indian Reservation (CTUIR), the Confederated Tribes and Bands of the Yakama Nation (YN), the Nez Perce Tribe (NPT), the Confederated Tribes of the Colville Reservation (CCT), and the Wanapum Band for adverse effects to cultural resources in association with deed transfer actions outlined in the Water Resources Development Act of 1996, Sec. 501.

1. **WHEREAS**, the Water Resources Development Act of 1996 (WRDA) Sec. 501(i) establishes the general authority for the USACE to make conveyances of lands to local governments for the purposes of use for public parks and recreation in a manner that is consistent with the operation of a project for flood control; and
2. **WHEREAS**, the 1996 WRDA section 501(i)(2)(C) identifies specific lands to be transferred to the City of Kennewick (City) and these lands include the area to be transferred here; and
3. **WHEREAS**, the USACE began the process of issuing long term leases to the Cities in place of the WRDA conveyance requirement in 2002-2004, and the City's Lease W912EF-1-04-16 is within the area described in the '96 WRDA and thus eligible for transfer; and
4. **WHEREAS**, the City currently holds car sales that allow them to recoup sales tax dollars, which are used to offset the maintenance costs of the facilities the City has constructed within the park; and
5. **WHEREAS**, the USACE has informed the city that such car sales do not fit within the scope of their lease, even when the resulting funds are put back into the Operations and Maintenance (O&M) of existing facilities on federal land; and
6. **WHEREAS**, the City informed the USACE in 2020 that they intended to use the provisions of the WRDA to effect the transfer of ownership of the 72 acres identified in Attachment A, so that the city could continue to conduct the above mentioned activities in perpetuity and ensure a source of income to offset the high cost of maintaining the facilities within the park; and
7. **WHEREAS**, the USACE now proposes to transfer 72 acres of land in Columbia Park in Benton County, Washington to the City of Kennewick under the authorization of the Water Resources Development Act of 1996, Sec. 501 (the Undertaking); and

8. **WHEREAS**, the USACE, under consultation with the Washington State Department of Archaeology and Historic Preservation (DAHP) and the other invited signatories to this agreement, established the 72-acre Undertaking Area of Potential Effects of this land transfer (APE, Attachment A), based upon expected direct and indirect alterations in the character or use of historic properties and reasonably foreseeable effects that may occur later in time, be farther removed in distance or be cumulative, in Columbia Park in Benton County, Washington, Section 35, Range 9E, Township 29N, as required by Section 106 of the National Historic Preservation Act (NHPA) (16 U.S.C. § 470f); and
9. **WHEREAS**, the USACE, under consultation with the DAHP and the other invited signatories to this agreement, conducted research into the undertaking and determined that the transfer of lands out of federal ownership will end federal oversight and involvement per the NHPA 36 CFR 800.5(a)(2)(vii), and an adverse effect follows from the “[t]ransfer, lease, or sale of property out of Federal ownership or control without adequate and legally enforceable restrictions or conditions to ensure long-term preservation of the property’s historic significance” (Hall 2020, *Section 106 Review for the Proposed Transfer of 72-Acres of Federal Land to the City of Kennewick, Washington*, DAHP Project Number 2019-07-05415); and
10. **WHEREAS** Federal laws for the protection of cultural resources that are currently in force include but are not limited to Section 106 of the National Historic Preservation Act of 1966; the Archaeological Resources Protection Act of 1979, the Native American Graves Protection and Repatriation Act, and others; and
11. **WHEREAS**, once this area leaves federal ownership and control, only the laws of the state of Washington will remain in effect for the protection of cultural resources, including but not limited to:
 - a) The Indian Graves and Records Act (RCW 27.44),
 - b) Washington State Environmental Policy Act (RCW 43.21),
 - c) Archaeological Sites and Resources Act (RCW 27.53),
 - d) Abandoned and Historic Cemeteries and Historic Graves Act (RCW 68.60),
 - e) Archaeological Excavation and Removal Permit process (WAC 25-48),
 - f) Human Remains (RCW 68.50),
 - g) Executive Order 21-02, Archaeological and Cultural Resources; and
12. **WHEREAS**, archaeological sites and human remains are protected by state statutes that require a permit for excavation and/or removal of site(s) or human remains under WAC 25-48 and establish penalties for unlawful disturbance under RCW 68.60.50. The permit application process is separate from the conditions of this agreement; and
13. **WHEREAS**, the USACE has made a reasonable and good faith effort to identify historic properties within the APE and extensive archaeological survey has not identified any archaeological sites within the 72-acre parcel which is the project APE (Hall 2020), although the APE lies within the boundaries of the Tri-Cities Archaeological District; and

14. **WHEREAS** additionally and importantly, federally recognized tribes have identified two Historic Properties of Religious and Cultural Significance to Indian Tribes (HPRCSITs) and Traditional Cultural Property (TCPs) that are eligible for listing or are listed in the National Register of Historic Places with boundaries that encompass the APE and are listed below:
 - TCP and HPRCSIT of importance to the Confederated Tribes and Bands of the Yakama Nation; and
 - One TCP and HPRCSIT of importance to the Confederated Tribes of the Umatilla Indian Reservation; and
15. **WHEREAS**, the character and integrity of TCPs and HPRCSITs are predicated upon their past and current cultural uses and values, which reside within phenomena and conditions that include but are not limited to, integrity of natural sounds, natural viewsheds, natural lighting, animal, plant, and bird habitat quality, and air and water quality; and
16. **WHEREAS**, Washington State laws do not clearly stipulate restrictions or conditions for long-term preservation of TCPs and HPRCSITs, particularly omitting the formal notification and consultation process to take into account the long-term adverse effects upon the character and integrity of TCPs and HPRCSITs, and that the loss of the notification and consultation process constitutes an adverse effect of the proposed transfer; and
17. **WHEREAS**, the City’s long-term proposal to maintain continued use consistent with previously approved and consulted activities and not conduct any new developments within the 72-acres to be transferred is non-binding, and new developments could occur after the land transfer; and
18. **WHEREAS**, the Confederated Tribes of the Umatilla Indian Reservation have reserved rights under the Treaty of 1855, and have chosen to participate in the development of this MOA. The Confederated Tribes of the Umatilla Indian Reservation have also been invited to be a signatory to this agreement, and have chosen to be a signatory; and
19. **WHEREAS**, the Confederated Tribes and Bands of the Yakama Nation have reserved rights under the Treaty of 1855, and have chosen to participate in the development of this MOA. The Confederated Tribes and Bands of the Yakama Nation have also been invited to be a signatory to this agreement, and did not request to be a signatory; and
20. **WHEREAS**, the Nez Perce Tribe has reserved rights under the Treaties of 1855, 1863, and 1868, and has chosen to participate in the development of this MOA. The Nez Perce Tribe has also been invited to be a signatory to this agreement, and did not request to be a signatory; and
21. **WHEREAS**, the Confederated Tribes of the Colville Reservation have reserved rights under the Executive Orders of 1872, and have chosen to participate in the development of this MOA. The Confederated Tribes of the Colville Reservation have also been invited to be a signatory to this agreement, and did not request to be a signatory; and
22. **WHEREAS**, the USACE has invited the participation of the Wanapum Band in the development of this MOA, and to sign this agreement as invited signatories, and the Wanapum Band has

chosen to participate in the development of this agreement; and have chosen to be a signatory; and

23. **WHEREAS**, the Washington State Department of Archaeology and Historic Preservation participated in the development of this MOA, and is a signatory party; and
24. **WHEREAS**, the City of Kennewick participated in the development of this MOA, and is a signatory party; and
25. **WHEREAS**, in accordance with 36 CFR § 800.6(a)(1) the USACE has notified the Advisory Council on Historic Preservation of its adverse effect determination with specified documentation, and the ACHP has chosen not to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

NOW, THEREFORE, the Parties agree that the following stipulations shall be implemented in order to resolve the adverse effects of the Undertaking upon the ability to notify and consult with concerned parties concerning impacts to the character and integrity of historic properties. The executed and implemented MOA evidences the federal agency's compliance with Section 106 of the NHPA and shall govern the Undertaking and all of its parts until this MOA is terminated.

I. GENERAL STIPULATIONS

The USACE, the City, and all Parties shall ensure that the following actions to avoid, minimize or mitigate adverse effects are carried out. The general stipulations will provide specific procedures and resources for meaningful consultation regarding all historic properties including TCPs and HPRCSITs, and shall apply to the entire land parcel to be transferred as part of this Undertaking.

1. The City of Kennewick shall maintain the transferred property in its current status as public recreation Open Space per Municipal Code 18.09.1440: “a landscape that is primarily unimproved, such as wooded areas; parks; golf courses, trails; privately owned nature reserves; abandoned railroad lines; utility corridors; and other vacant rights-of-way”. If the property is no longer used as Open Space or equivalent zoning for public park and recreation purposes as indicated by re-zoning by the City, title to such property shall revert to the Secretary of the Army as stated in the requirements of the Water Resources Development Act of 1996, PL 104–303, October 12, 1996, 110 Stat 3658 § 501(i)(3)(D)(i).
2. The City of Kennewick shall, in collaboration with the invited signatories (whether or not they chose to sign), propose a schedule to complete a Cultural Resources Management Plan (CRMP) for the APE within 90 days of execution of this MOA, with a target completion date of two years from the date of execution. The CRMP shall include considerations for potential effects to TCPs and HPRCSITs, including the integrity of phenomena and conditions that contribute to their character: such as natural sounds, natural viewsheds, natural lighting, animal, plant, and bird habitat quality, and air and water quality. The CRMP shall be reviewed by the City and invited signatories every five years, at maximum.

3. Concurrent with provision of the schedule for development of the CRMP, the City shall provide invited signatories a listing of anticipated undertakings for the following year.
4. The City of Kennewick will host a meeting at least once annually, or more often as needed, with Tribal cultural resources staff-representatives to discuss the status of management of the Tri-Cities parks and how proposed actions for the following year may affect cultural resources. The first meeting shall be scheduled not later than 60 days after execution of the MOA. The City may invite other participants as appropriate, including staff from the USACE, or City Parks staff from in Richland or Pasco.
5. Each following year, the City shall issue invitations to each invited signatory tribe and the DAHP to the annual meeting. A listing of anticipated undertakings for the upcoming year will be provided to invited signatories at a minimum of two months before the meeting. During annual meetings, the City shall facilitate a discussion to identify anticipated undertakings of concern, address questions, and scope measures to avoid or mitigate for impacts to historic properties. The City shall document all meeting proceedings and provide to participants no later than 30 days afterward. The City shall follow up with invited signatories no later than 90 days after each meeting regarding proposed steps to avoid, minimize, or mitigate impacts.
6. For undertakings that arise outside the annual planning process the City shall send a letter and detailed project plans to all invited signatories, allow for 30 days to comment, and take such comments into substantive and meaningful consideration prior to proceeding with implementation of the undertakings.
7. For emergency actions, the City shall inform invited signatories by the most efficient means available and provide as much time as possible for comment before action must be taken. The CRMP shall discuss what constitutes emergency actions.
8. No later than 30 days from execution of this MOA, the City shall appoint a Responsible Official/Point of Contact to fulfill the obligations of the MOA and all applicable state law.
9. The City shall, as appropriate, obtain professional expertise that meets the Secretary of the Interior's Standards for Archeology or History, and has familiarity and experience with Section 106 requirements as well as all Washington State Historic Preservation Laws, WA SEPA, Executive Order 21-02, and tribal consultation. This may be accomplished through contracts or other instruments such as those that flow from the 2021 Memorandum of Understanding for Partnership Between the Confederated Tribes of the Umatilla Indian Reservation and the City of Kennewick (Attachment B; Section F).
10. The USACE shall include in the deed of transfer a clause requiring compliance with all state laws, including cultural resource protection laws as stated here: "Grantee is required to comply with Washington State Laws, including but not limited to those for cultural resource protection."

11. The Deed of Transfer shall include the following covenant: “Grantee will comply with the terms of the Section 106 Memorandum of Agreement (MOA), attached hereto and made a part hereof as Exhibit XX.”

II. DURATION

This MOA will remain in place until terminated. The City and invited signatories shall review the terms of this MOA concurrent with reviews of the CRMP to determine if any amendments are appropriate.

III. DISPUTE RESOLUTION

Should any signatory or invited signatory Party object at any time to any proposed procedures or actions or the manner in which the terms of the MOA are implemented, the City shall consult directly with such Party to resolve the objection. If the City determines that such objection cannot be resolved, the City will:

1. Forward all documentation relevant to the dispute, including the City’s proposed resolution, to the DAHP and an impartial or similar mediator approved by the parties. The mediator shall conduct primary mediation actions, and the DAHP shall participate as a subject matter expert. The mediator and the DAHP shall provide the City with advice on the resolution of the objection within 60 days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the City shall prepare a written response that takes into account any advice or comments regarding the dispute from the mediator, the DAHP, and Tribes, and provide them with a copy of the written response.
2. If the mediator and DAHP do not provide advice regarding the dispute within the 60-day time period, the City shall negotiate one extension period. Prior to reaching a final decision to resolve the dispute, the City shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and invited signatories to the MOA and provide them and the DAHP with a copy of such written response. The City decision will be final.
3. The City’s responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remains unchanged.

IV. AMENDMENTS

Any signatory or invited signatory may request an amendment to this MOA through direct request to the City Point of Contact (below). The City’s designated official shall contact signatories and invited signatories, oversee the collection of comments, tracking responses to comments, and finalization of the amended MOA. The amendment shall be final when agreed to in writing by all signatories. The amendment will be effective on the date that a copy signed by all of the signatories is filed with the Deed of Transfer and the Washington DAHP. Upon completion of the amendment process, the City shall record the amended MOA with the existing Deed of Transfer.

V. TERMINATION

If any signatory to this MOA determines that its terms will not be or cannot be carried out, that signatory shall immediately consult with the other signatories to attempt to develop a revised version of the MOA. If within 30 days, or another time-period agreed to by all signatories, an amendment cannot be reached, any signatory may withdraw their participation in the MOA upon written notification to the other signatories. If DAHP, the City, or the USACE withdraw from this MOA, it will be considered terminated.

VI. COMPLIANCE WITH OTHER LAWS

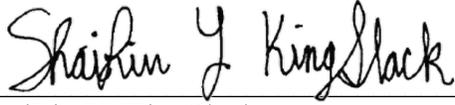
Nothing in this MOA alters or intends to alter the responsibilities of the parties to comply with other applicable laws. If compliance with the MOA would violate any other applicable laws, then the parties will re-engage in consultation and amend this MOA in accordance with Stipulation IV, or cancel it in accordance with Stipulation V.

VII. EXECUTION

Execution of this MOA by the Signatories and implementation of its terms are evidence that the USACE has taken into account the effects of this Undertaking on historic properties and afforded the ACHP an opportunity to comment.

SIGNATORIES

U.S. Army Corps of Engineers, Walla Walla District



Date _____

ShaiLin Y. KingSlack
Lieutenant Colonel, Corps of Engineers
District Commander

City of Kennewick

_____ Date _____
Marie Mosley
City Manager, City of Kennewick Parks, Recreation & Facilities

Washington State Department of Archaeology and Historic Preservation Office

_____ Date _____

Allyson Brooks
State Historic Preservation Officer

INVITED SIGNATORIES

Confederated Tribes of the Umatilla Indian Reservation

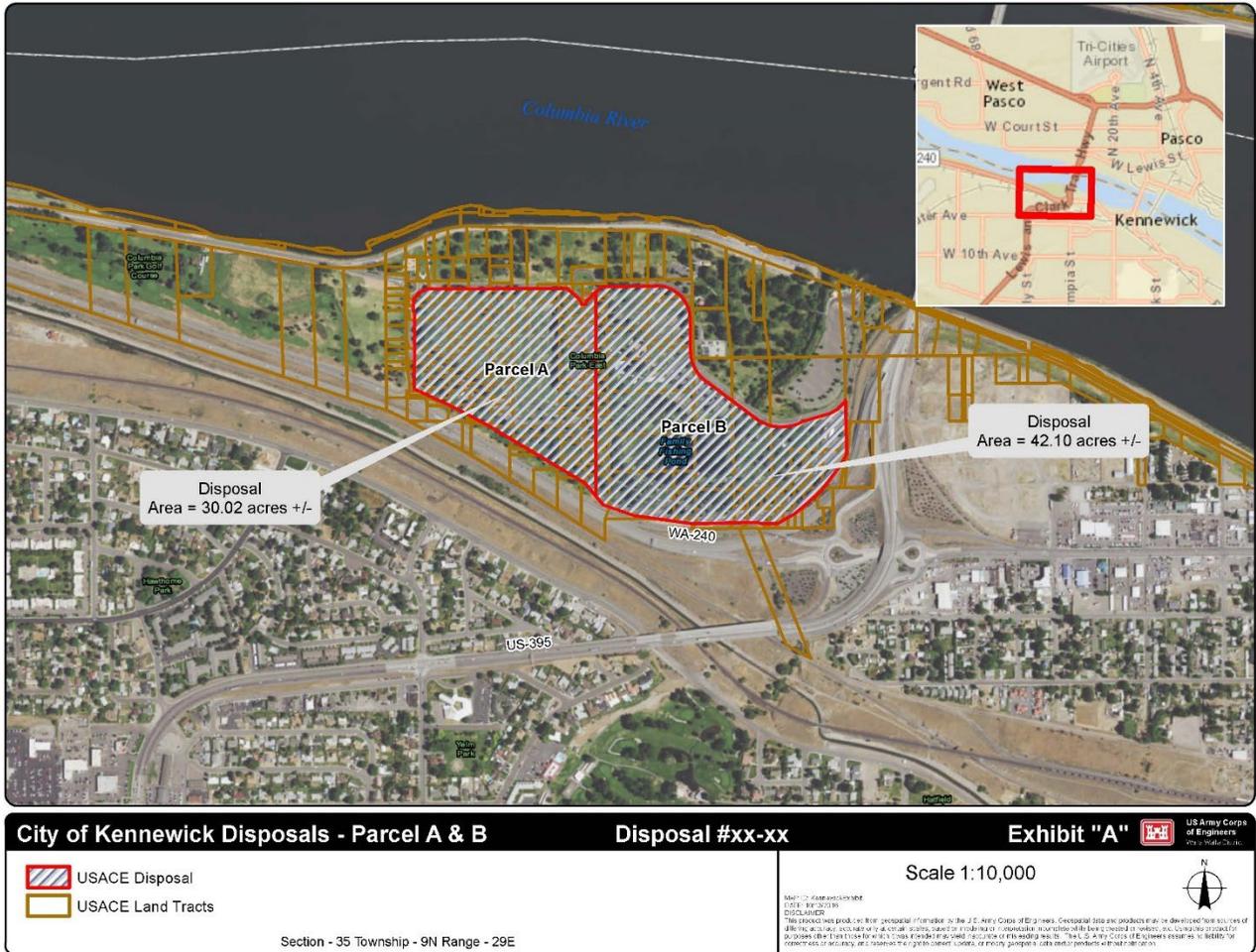
_____ Date _____
N. Kathryn Brigham
Board of Trustees Chair

INVITED SIGNATORIES

Wanapum

_____ Date _____
Clayton Buck
Wanapum Representative

ATTACHMENT A: AREA OF POTENTIAL EFFECT



CITY OF KENNEWICK
RESOLUTION NO. 23-12

A RESOLUTION ACCEPTING STATE REVOLVING FUNDS FROM THE
DEPARTMENT OF ECOLOGY FOR THE WWTP PHASE 2 UPGRADE
PROJECT

WHEREAS, the City of Kennewick was awarded a total of \$29,100,000 (WQC-2023-Kennew-00139) from the Department of Ecology (DOE), to aid in the financing cost of the Waste Water Treatment Plant (WWTP) Phase 2 upgrade project; and

WHEREAS, a portion, \$22,975,000 is offered in the form of SRF Standard Loan with an interest rate of 1.1% and a term of 20 years; and

WHEREAS, a portion, \$6,125,000 is offered in the form of SRF Forgivable Principal; NOW,
THEREFORE,

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK,
WASHINGTON that the City of Kennewick accepts the SRF Funds from the Department of
Ecology for the WWTP Phase 2 Upgrade project.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this
19th day of September, 2023, and signed in authentication of its passage this 19th day of
September, 2023.

Attest:

W.D. MCKAY, Mayor

TERRI L. WRIGHT, City Clerk

RESOLUTION NO. 23-12 filed and recorded in the
office of the City Clerk of the City of Kennewick,
Washington, this 20th day of September, 2023.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk



Agreement No. WQC-2023-Kennew-00139

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF KENNEWICK

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

GENERAL INFORMATION

Project Title:	Kennewick WWTP Phase 2
Total Cost:	\$29,100,000.00
Total Eligible Cost:	\$29,100,000.00
Ecology Share:	\$29,100,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	04/01/2022
The Expiration Date of this Agreement is no later than:	06/30/2026
Project Type:	Wastewater Facility

Project Short Description:

This project improves water quality in the Columbia River through the design and construction of wastewater treatment facilities at the wastewater treatment plant in the City of Kennewick. This project improves treatment of biosolids. Additional benefits of this project include the ability to produce Class A biosolids using innovated approach of drying and conditioning with greenhouse heating.

Project Long Description:

This project improves water quality in the Columbia River through the design and construction of wastewater treatment facilities at the wastewater treatment plant in the City of Kennewick. This project improves treatment of biosolids. Additional benefits of this project include the ability to produce Class A biosolids using innovated approach of drying and conditioning with greenhouse heating.

Currently, the biosolids are stored in lined lagoons. Overflow from these lagoons is pumped back to the headworks of

Agreement No: WQC-2023-Kennew-00139
Project Title: Kennewick WWTP Phase 2
Recipient Name: City of Kennewick

the wastewater treatment plant for treatment and is a source of additional loading on the plant. As loads increase and during seasonal turnover, the lagoon system can create water quality issues and difficulty complying with the NPDES permit. This project will allow the solids lagoons to be eliminated, thereby reducing the loading to the treatment plant and improving the performance while reducing water quality issues.

The RECIPIENT is interested in using an innovative approach to condition the solids to meet Class A criteria – based on a recent and successful implementation of a pilot project, the RECIPIENT is confident that the approach meets their intended goals and purpose. It involves dewatering the solids, drying and conditioning in greenhouses, further drying in a thermal dryer and pasteurization to meet Class A criteria. A robust ventilation and odor control system will manage foul air. Greenhouse heating will maintain functionality even during the winter months.

The RECIPIENT plans to work directly with the contractor and design engineers in a Progressive Design Build approach to the project. This will allow the project to be completed in a more efficient manner while still providing sufficient attention to the detailed design and engineering aspects of a complicated project.

Overall Goal:

The goal is to implement Phase 2 of the four phased approach identified in the Facility Plan in order to improve reliability for the WWTP to meet NPDES discharge criteria. Abandonment of the solids lagoons will reduce loading to the WWTP and will open up space to build the Phase 3 improvements as well as allow an abandoned lagoon to act as an emergency discharge location should water quality issues arise. By moving away from a lagoon system and the associated loading and turnover, the plant will be better situated to ensure permit compliance. Additional benefits will include decreased odors at the WWTP and conditioning the solids to meet Class A criteria so that the solids can be more beneficially used.

Agreement No: WQC-2023-Kennew-00139

Project Title: Kennewick WWTP Phase 2

Recipient Name: City of Kennewick

RECIPIENT INFORMATION

Organization Name: City of Kennewick

Federal Tax ID: 91-6001253

UEI Number: ZFJXBKM6MAE6

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

Physical Address: 210 W. 6th Avenue
PO Box 6108

Organization Email: john.cowling@ci.kennewick.wa.us

Organization Fax: (509) 585-4451

Contacts

Agreement No: WQC-2023-Kennew-00139

Project Title: Kennewick WWTP Phase 2

Recipient Name: City of Kennewick

<p>Project Manager</p>	<p>Jeremy Lustig Utility Services Manager</p> <p>1010 E Chemical Dr Kennewick, Washington 99336 Email: jeremy.lustig@ci.kennewick.wa.us Phone: (509) 585-4413</p>
<p>Billing Contact</p>	<p>Michele Hamada Accountant</p> <p>210 W. 6th Kennewick, Washington 99336 Email: michele.hamada@ci.kennewick.wa.us Phone: (509) 585-4262</p>
<p>Authorized Signatory</p>	<p>Marie E Mosley City Manager</p> <p>210 W. 6th Avenue PO Box 6108 Kennewick, Washington 99336-0108 Email: marie.mosley@ci.kennewick.wa.us Phone: (509) 585-4287</p>

Agreement No: WQC-2023-Kennew-00139
 Project Title: Kennewick WWTP Phase 2
 Recipient Name: City of Kennewick

ECOLOGY INFORMATION

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

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

Contacts

<p>Project Manager</p>	<p>Coleman Miller</p> <p>1250 W Alder St. Union Gap, Washington 98903-0009 Email: comi461@ecy.wa.gov Phone: (509) 406-5664</p>
<p>Financial Manager</p>	<p>Sean Mellon</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: smel461@ecy.wa.gov Phone: (360) 628-7318</p>

Agreement No: WQC-2023-Kennew-00139
 Project Title: Kennewick WWTP Phase 2
 Recipient Name: City of Kennewick

SCOPE OF WORK

Task Number: 1 **Task Cost: \$100,000.00**

Task Title: Grant and Loan Administration

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

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

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, Recipient Closeout Report, and two-page outcome summary report.
- * Properly maintained project documentation.

Recipient Task Coordinator: John Cowling

Grant and Loan Administration

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form)	

Agreement No: WQC-2023-Kennew-00139
Project Title: Kennewick WWTP Phase 2
Recipient Name: City of Kennewick

SCOPE OF WORK

Task Number: 2 **Task Cost: \$0.00**

Task Title: Project Design

Task Description:

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

B. The RECIPIENT will design the Phase 2 Improvements. Plans and specifications developed by the RECIPIENT must be consistent with the requirements of Chapter 173-240 WAC. Elements of the design will include solids handling facilities and eliminating the existing solids lagoons.

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

D. As a condition of receiving this funding, the RECIPIENT will conduct an investment grade efficiency audit (IGEA). The RECIPIENT will review their energy use related to their wastewater system for cost effective energy savings. The recipient may also submit documentation of an energy efficiency review conducted within the last 5 years. If the RECIPIENT cannot conduct an energy audit, the RECIPIENT may procure a third-party analysis of potential energy and water efficiency measures for incorporation into the design of the wastewater treatment and collection facilities.

E. The RECIPIENT will conduct appropriate environmental reviews of the project. The RECIPIENT will provide a complete SERP information package with a SERP Cover Sheet at the time plans and specification are submitted to ECOLOGY for approval. The RECIPIENT will include the SEPA checklist and threshold determination, documentation of public participation, and required Environmental Justice information.

F. The RECIPIENT will conduct appropriate cultural resources reviews of the project. The RECIPIENT will provide an Ecology Cultural Resources Review form. The RECIPIENT will provide any additional information for ECOLOGY to lead the required cultural resources consultation. Costs incurred for ground disturbing activities that occur before cultural resources review will not be eligible for reimbursement.

G. The RECIPIENT will complete an Ecology inadvertent discovery plan template for their project.

Task Goal Statement:

See Overall Goal.

Task Expected Outcome:

Agreement No: WQC-2023-Kennew-00139

Project Title: Kennewick WWTP Phase 2

Recipient Name: City of Kennewick

See Overall Goal.

Project Design

Deliverables

Number	Description	Due Date
2.1	Executed contracts for engineering services and documentation of the RECIPIENT’s process for procuring engineering services.	
2.2	Two copies of the draft and final design.	
2.3	Documentation of an energy efficiency review.	
2.4	Complete SERP Information Package.	
2.5	Ecology Cultural Resources Review form.	
2.6	Ecology Inadvertent Discovery Plan.	

Agreement No: WQC-2023-Kennew-00139
 Project Title: Kennewick WWTP Phase 2
 Recipient Name: City of Kennewick

SCOPE OF WORK

Task Number: 3 **Task Cost:** \$29,000,000.00

Task Title: Progressive Design Build - Design and Construction

Task Description:

A. The RECIPIENT will execute a contract with a contractor selected in compliance with state law. The RECIPIENT will include ECOLOGY's specification insert in the contract documents. The RECIPIENT will submit documentation of public solicitation, the Request for Qualifications, Notice of Award, copy of executed design-build contract and copy of Guaranteed Maximum Price amendment before ECOLOGY will provide reimbursement for work performed under this task.

B. The RECIPIENT will complete the construction in accordance with the approved Plans and Specifications. The construction project will include solids handling facilities and eliminating the existing solids lagoons. The Green Project Reserve aspect of this project is the innovative method of solids drying using greenhouses for drying and conditioning and pasteurization of solids to produce Class A biosolids.

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

D. As a condition of receiving this funding, the RECIPIENT will develop an asset management program. The RECIPIENT will certify that a program that contains at least the minimum required elements listed below has been developed and is being implemented:

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

E. The RECIPIENT has met Ecology's cultural resources review and compliance requirements during the first phase of this project. An archaeological site was located and must be avoided. All construction work must be monitored during Phase Two as was required during Phase One. Any changes to the Scope of Work may require additional cultural resources review and consultation.

Task Goal Statement:

See Overall Goal.

Task Expected Outcome:

See Overall Goal.

Agreement No: WQC-2023-Kennew-00139

Project Title: Kennewick WWTP Phase 2

Recipient Name: City of Kennewick

Progressive Design Build - Design and Construction

Deliverables

Number	Description	Due Date
3.1	Documentation of the RECIPIENT's procurement process including solicitation of proposals, RFQ, Notice of Award, copy of executed design build contract and copy of each Guaranteed Maximum Price amendment.	
3.2	Documentation of project elements that meet the EPA green project reserve criteria.	
3.3	Minutes of the pre-construction meeting.	
3.4	Certification that the asset management program (fiscal sustainability plan) has been developed and is being implemented.	

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Project Title: Kennewick WWTP Phase 2
Recipient Name: City of Kennewick

SCOPE OF WORK

Task Number: 4 **Task Cost: \$0.00**

Task Title: Construction Management

Task Description:

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

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

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

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

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

F. The RECIPIENT will prepare an Operation and Maintenance (O&M) manual amendment in compliance with WAC 173-240. The DRAFT O&M Manual amendment will be submitted to ECOLOGY for review & approval, in the early stages of the construction in accordance with WAC 173-240-080(3). The O&M amendment will be sufficient to allow the operator to operate the facility within the permit limits.

Task Goal Statement:

See Overall Goal.

Task Expected Outcome:

See Overall Goal.

Agreement No: WQC-2023-Kennew-00139

Project Title: Kennewick WWTP Phase 2

Recipient Name: City of Kennewick

Construction Management

Deliverables

Number	Description	Due Date
4.1	Executed contract for construction management services.	
4.2	Documentation of the RECIPIENT’s process for procuring engineering services.	
4.3	Construction Quality Assurance Plan.	
4.4	“As-built” plans.	
4.5	Declaration of Construction completion.	
4.6	Operation and Maintenance Manual Amendment.	

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 Project Title: Kennewick WWTP Phase 2
 Recipient Name: City of Kennewick

SCOPE OF WORK

Task Number: 5 **Task Cost: \$0.00**

Task Title: Change Orders

Task Description:

A. The RECIPIENT will negotiate all change orders to the construction contract necessary for successful completion of the project.

B. The RECIPIENT will submit the change orders to ECOLOGY for approval. Change orders that are a significant deviation from the approved plans/specifications will be submitted for approval, prior to execution. All other change orders will be submitted within 30 days after execution.

Task Goal Statement:

See Overall Goal.

Task Expected Outcome:

See Overall Goal.

Change Orders

Deliverables

Number	Description	Due Date
5.1	A copy of all change orders.	

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Project Title: Kennewick WWTP Phase 2

Recipient Name: City of Kennewick

SRF Forgivable Principal	Task Total
Grant and Loan Administration	\$ 0.00
Project Design	\$ 0.00
Progressive Design Build - Design and Construction	\$ 6,125,000.00
Construction Management	\$ 0.00
Change Orders	\$ 0.00

Total: \$ 6,125,000.00

Agreement No: WQC-2023-Kennew-00139

Project Title: Kennewick WWTP Phase 2

Recipient Name: City of Kennewick

SRF Standard Loan	Task Total
Grant and Loan Administration	\$ 100,000.00
Project Design	\$ 0.00
Progressive Design Build - Design and Construction	\$ 22,875,000.00
Construction Management	\$ 0.00
Change Orders	\$ 0.00

Total: \$ 22,975,000.00

Agreement No: WQC-2023-Kennew-00139

Project Title: Kennewick WWTP Phase 2

Recipient Name: City of Kennewick

Funding Distribution Summary**Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SRF Standard Loan	0.00 %	\$ 0.00	\$ 22,975,000.00	\$ 22,975,000.00
SRF Forgivable Principal	0.00 %	\$ 0.00	\$ 6,125,000.00	\$ 6,125,000.00
Total		\$ 0.00	\$ 29,100,000.00	\$ 29,100,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

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

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

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

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

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

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

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

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

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

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

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

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

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

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

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

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

“Expiration Date” means the latest date on which eligible costs may be incurred.

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

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

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

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

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

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

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

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

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funded.

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

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

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

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

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

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

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

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

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

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

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed. This term is only used in loan agreements.

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

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

“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

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a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.

b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.

c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTS shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.

2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.

3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.

2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.

3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

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e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:

i. No hazardous substances were found on the site, or

ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed “clean.”

2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

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

D. Electronic Fund Transfers: Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process or electronic fund transfers, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

E. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

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

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

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

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

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

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

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

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

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

1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website. (This form is used for Section 319 funds only)
2. "Section 319 Initial Data Reporting" form in EAGL.

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

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

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable. (Applies to both the Section 319 funded projects and the Centennial match projects)

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement: (Applies to Section 319 funded projects only)

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

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

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA’s assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date. (For Section 319 funded projects only)

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

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

B. Acquisitions: Section 319 and SRF Equivalency project RECIPIENTS shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

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

D. Archaeological Resources and Historic Properties (Section 106): The RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).

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

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

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

1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Financial Capability Assessment Documentation
2. Opinion of RECIPIENT's Legal Council
3. Authorizing Ordinance or Resolution
4. Federal Funding Accountability and Transparency Act (FFATA) Form (Required for SRF Equivalency projects only)
5. CWSRF Federal Reporting Information form available in EAGL
6. Fiscal Sustainability Plan (Asset Management) Certification Form in EAGL (Only required if the project includes construction of a wastewater or stormwater facility construction)
7. Cost and Effectiveness Analysis Certification Form in EAGL (Required for all projects receiving SRF Loan funding)
8. State Environmental Review Process (SERP) Documentation (Required for facility projects only)

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

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which would cause a violation of any covenant, condition, or provision herein.

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

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

D. Equivalency Projects: (For designated equivalency projects only)

1. The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleI-chap11.pdf).

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

F. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at: <https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Find-a-grant-or-loan/Water-Quality-grants-and-loans/Facility-project-resources>.

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

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

(i) the execution of this agreement; or

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

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

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

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

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

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

J. Loan Repayment:

Sources of Loan Repayment

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

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

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

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

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

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

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

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

(i) The Loan Amount with interest

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

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

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

Method and Conditions on Repayments

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

Thereafter, equal payments shall be due every six months.

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

Payments shall be mailed to:
Department of Ecology
Cashiering Unit
P.O. Box 47611
Olympia WA 98504-7611

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

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

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

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

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

K. Loan Security

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

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

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

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

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

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

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

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

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

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

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the "General Comments" text box of each progress report.

"We verify that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR (If applicable)
- Washington State Prevailing Wage Rate, Chapter 39.12 RCW (Pertaining to all recipients)
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33"

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

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

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

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

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

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

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

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

The sewer use ordinance must include provisions to:

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

S. Termination and Default:

Termination and Default Events

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

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

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

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

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

Termination and Default Remedies

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GENERAL FEDERAL CONDITIONS

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

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

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

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

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

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

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

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

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

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

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1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](#) <https://sam.gov/SAM/> exclusion list.

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Project Title: Kennewick WWTP Phase 2
Recipient Name: City of Kennewick

GENERAL TERMS AND CONDITIONS

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

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT’s activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

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

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to “covered technology.” This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology’s public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT’s project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
- * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

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- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff, volunteers, and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
 - Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
 - Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

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

6. COMMUNICATION

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

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

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j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

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

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

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

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

9. CONFLICT OF INTEREST

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

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

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

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

11. DISPUTES

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

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

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

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

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

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

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

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

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

14. INDEMNIFICATION

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

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

15. INDEPENDENT STATUS

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

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16. KICKBACKS

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

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

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

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

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

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

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

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

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

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

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

20. PROGRESS REPORTING

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

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

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22. RECORDS, AUDITS, AND INSPECTIONS

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

All records shall:

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

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

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

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

23. RECOVERY OF FUNDS

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

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

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

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

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

24. SEVERABILITY

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

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

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

26. SUSPENSION

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

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27. SUSTAINABLE PRACTICES

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

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

For more suggestions visit ECOLOGY's web page, Green Purchasing,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

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

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

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

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

b) For Convenience

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

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

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

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event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

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

c) By Mutual Agreement

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

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

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

29. THIRD PARTY BENEFICIARY

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

30. WAIVER

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

End of General Terms and Conditions

**SUPPLEMENTAL AGREEMENT #2
Between Owner and Consultant**

P-2114, 2022 GENERAL SEWER PLAN

THIS SUPPLEMENTAL AGREEMENT, entered into this 19th day of September, 2023 by and between the City of Kennewick, 210 West 6th Avenue, Kennewick, Washington (hereinafter called the "OWNER"), and J-U-B Engineers, Inc, 3611 S. Zintel Way, Kennewick, WA 99337 (hereinafter called the "CONSULTANT").

WITNESSETH:

WHEREAS, the Parties hereto previously entered into an agreement for professional engineering services for the 2022 General Sewer Plan update, said agreement being dated September 9, 2021; and

WHEREAS, both parties desire to supplement said Agreement by extending the agreement termination date to allow additional time to complete the work described in Exhibit A, SCOPE OF SERVICES of the original Agreement; and

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 use best efforts to complete all work described in Exhibit A of the original Agreement by **April 30th, 2024**..

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

CITY OF KENNEWICK, WASHINGTON

J-U-B ENGINEERS, INC.

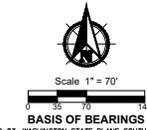
Marie Mosley, City Manager

Alex Fazzari, P.E., Area Manager

FINAL PLAT OF APPLE VALLEY PHASE 6B

LOCATED IN THE W 1/2 OF THE NW 1/4 OF SECTION 17, TOWNSHIP 8 NORTH, RANGE 29 EAST OF THE WILLAMETTE MERIDIAN, CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON

- ### LEGEND & ABBREVIATIONS
- ◆ (R3) FOUND SURVEY MONUMENT AS NOTED
 - ◇ (R3) FOUND 3" BRASS CAP IN MONUMENT CASE AND COVER STAMPED: "PBS LS 46318" PER (R1) OR (R3)
 - (R3) FOUND 2" ALUMINUM CAP ON 5/8" IRON REBAR, FLUSH WITH ASPHALT STAMPED: "PBS LS 46318 2023" PER (R3)
 - (R3) FOUND 5/8" IRON REBAR WITH YELLOW PLASTIC CAP STAMPED: "MATARAZZO 46318" PER (R1) OR (R3)
 - ⊙ (R3) FOUND SCREW WITH 1" BRASS WASHER STAMPED: "MATARAZZO 46318" PER (R1), SEE FRONTAGE PROPERTY PIN NOTE ON THIS SHEET FOR ADDITIONAL INFORMATION
 - ◆ (R3) SET 3" BRASS CAP IN MONUMENT CASE AND COVER STAMPED: "PBS LS 46318 2023" WITH THIS PLAT
 - (R3) SET 2" ALUMINUM CAP ON 5/8" IRON REBAR, FLUSH WITH ASPHALT STAMPED: "PBS LS 46318 2023" WITH THIS PLAT
 - ⊙ (R3) SET SCREW WITH 1" BRASS WASHER STAMPED: "MATARAZZO 46318" WITH THIS PLAT
 - ⊙ (R3) SET SCREW WITH 1" BRASS WASHER STAMPED: "MATARAZZO 46318" WITH THIS PLAT, SEE FRONTAGE PROPERTY PIN NOTE ON THIS SHEET FOR ADDITIONAL INFORMATION
 - (R3) CALCULATED POSITION ONLY, NOT SET OR FOUND
 - (R3) DENOTES EASEMENT REFERENCE NOTE, SEE LIST
 - (R3) DENOTES SURVEY REFERENCE, SEE LIST, ALSO DENOTES MEASURED DIMENSION MATCHES RECORD DIMENSION UNLESS NOTED OTHERWISE
 - (R3) DENOTES STREET ADDRESS
 - [] AUDITOR FILE NUMBER
 - LF / CF DENOTES LINE / CURVE DATA, SEE TABLE
 - DED DEDICATED EASEMENT
 - LCR LAND CORNER RECORD
 - LS LAND SURVEYOR
 - PLD PUBLIC UTILITY DISTRICT
 - ROS RECORD OF SURVEY
 - RS DENOTES RIGHT OF WAY HEREBY DEDICATED
 - SF / AC SQUARE FEET / ACRES
 - SUE SIDEWALK, UTILITY & IRRIGATION EASEMENT
 - TRU TEMPORARY TURNAROUND & UTILITY EASEMENT
 - TUE TEMPORARY UTILITY EASEMENT
 - TOE TEMPORARY VARIABLE SLOPE EASEMENT
 - TDC LLC TRC CITIES DEVELOPMENT COMPANY, LLC
 - SECTION OR SECTION SUBDIVISION LINE
 - PLAT BOUNDARY
 - NEW RIGHT OF WAY BOUNDARY HEREBY DEDICATED
 - NEW RIGHT OF WAY CENTERLINE
 - NEW LOT BOUNDARY
 - NEW EASEMENT HEREBY GRANTED
 - EXISTING RIGHT OF WAY BOUNDARY
 - EXISTING RIGHT OF WAY CENTERLINE
 - EXISTING EASEMENT



BASIS OF BEARINGS
 RAD 83, WASHINGTON STATE PLANE SOUTH ZONE, TO REPRODUCE HOLD A GRID BEARING OF SOUTH 00°41'22" EAST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 17, T8N, R29E, W.M., BETWEEN FOUND MONUMENTS. DISTANCES SHOWN ARE TRUE ORIGINAL LENGTHS EXPRESSED IN U.S. SURVEY FEET USING A COMBINED GRID TO GROUND SCALE FACTOR OF 1.00000000000004

LINE TABLE

LINE	BEARING	DISTANCE	RECORD
1	S89°18'38"W	176.02'	(R2)
2	N00°41'22"W	10.28'	(R2)
3	S89°18'38"W	666.74'	(R2)
4	S20°44'13"W	103.00'	(R2)
5	S40°00'00"W	25.91'	(R2)
6	N20°44'13"E	42.25'	(R2)
7	S40°00'00"W	25.91'	(R2)
8	S40°00'00"W	25.91'	(R2)
9	S40°00'00"W	25.91'	(R2)
10	N00°41'22"W	18.39'	(R2)
11	N88°47'16"E	10.50'	(R2)
12	N88°47'16"E	10.50'	(R2)
13	N88°47'16"E	10.50'	(R2)
14	N88°47'16"E	10.50'	(R2)
15	N88°47'16"E	30.41'	(R2)

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	RECORD	ARC L
C1	52.30'	823.99'	2°14.40'	S10°55'10"E	52.30'	(R2)	
C2	78.28'	244.00'	1°04.49'	S2°13'17"W	78.28'	(R2)	
C3	78.28'	244.00'	1°04.49'	S18°28'30"W	78.28'	(R2)	
C4	78.28'	244.00'	1°04.49'	S27°04'28"W	78.28'	(R2)	
C5	78.28'	244.00'	1°04.49'	S27°04'28"W	78.28'	(R2)	
C6	78.28'	244.00'	1°04.49'	S27°04'28"W	78.28'	(R2)	
C7	78.28'	244.00'	1°04.49'	S27°04'28"W	78.28'	(R2)	
C8	78.28'	244.00'	1°04.49'	S27°04'28"W	78.28'	(R2)	
C9	78.28'	244.00'	1°04.49'	S27°04'28"W	78.28'	(R2)	
C10	117.78'	100.00'	18°18.43'	N3°22'14"E	117.78'	(R2)	
C11	117.78'	100.00'	18°18.43'	N3°22'14"E	117.78'	(R2)	
C12	71.02'	370.04'	11°00.78'	S28°49'08"W	71.02'	(R2)	
C13	63.49'	390.04'	9°19.35'	S68°04'29"W	63.49'	(R2)	
C14	63.49'	390.04'	9°19.35'	S68°04'29"W	63.49'	(R2)	
C15	58.11'	25.00'	87°18'28"	S83°49'39"W	58.11'	(R2)	
C16	58.11'	25.00'	87°18'28"	S83°49'39"W	58.11'	(R2)	
C17	134.13'	170.04'	20°46'09"	S68°21'12"E	134.13'	(R2)	
C18	134.13'	170.04'	20°46'09"	S68°21'12"E	134.13'	(R2)	
C19	46.77'	25.00'	85°25'04"	S26°41'36"E	46.77'	(R2)	
C20	46.77'	25.00'	85°25'04"	S26°41'36"E	46.77'	(R2)	
C21	3.86'	100.00'	0°19'58"	S89°01'51"W	3.86'	(R2)	
C22	3.86'	100.00'	0°19'58"	S89°01'51"W	3.86'	(R2)	
C23	3.86'	100.00'	0°19'58"	S89°01'51"W	3.86'	(R2)	
C24	3.86'	100.00'	0°19'58"	S89°01'51"W	3.86'	(R2)	
C25	75.18'	100.00'	13°22'24"	N22°32'48"W	75.18'	(R2)	
C26	75.18'	100.00'	13°22'24"	N22°32'48"W	75.18'	(R2)	
C27	6.39'	100.00'	1°39'42"	S91°47'26"W	6.39'	(R2)	
C28	6.39'	100.00'	1°39'42"	S91°47'26"W	6.39'	(R2)	
C29	4.03'	100.00'	0°49'24"	N49°33'33"W	4.03'	(R2)	
C30	4.03'	100.00'	0°49'24"	N49°33'33"W	4.03'	(R2)	
C31	10.00'	100.00'	0°00'00"	N88°47'16"E	10.00'	(R2)	
C32	10.00'	100.00'	0°00'00"	N88°47'16"E	10.00'	(R2)	
C33	10.00'	100.00'	0°00'00"	N88°47'16"E	10.00'	(R2)	
C34	10.00'	100.00'	0°00'00"	N88°47'16"E	10.00'	(R2)	
C35	10.00'	100.00'	0°00'00"	N88°47'16"E	10.00'	(R2)	
C36	10.00'	100.00'	0°00'00"	N88°47'16"E	10.00'	(R2)	
C37	10.00'	100.00'	0°00'00"	N88°47'16"E	10.00'	(R2)	
C38	287.50'	100.00'	41°13'40"	N19°24'08"W	287.50'	(R2)	
C39	30.00'	100.00'	1°32'03"	N33°29'42"E	30.00'	(R2)	
C40	30.00'	100.00'	1°32'03"	N33°29'42"E	30.00'	(R2)	
C41	30.00'	100.00'	1°32'03"	N33°29'42"E	30.00'	(R2)	
C42	30.00'	100.00'	1°32'03"	N33°29'42"E	30.00'	(R2)	
C43	30.00'	100.00'	1°32'03"	N33°29'42"E	30.00'	(R2)	
C44	30.00'	100.00'	1°32'03"	N33°29'42"E	30.00'	(R2)	
C45	30.00'	100.00'	1°32'03"	N33°29'42"E	30.00'	(R2)	
C46	30.00'	100.00'	1°32'03"	N33°29'42"E	30.00'	(R2)	
C47	25.00'	100.00'	14°20'00"	S80°23'57"W	25.00'	(R2)	
C48	25.00'	100.00'	14°20'00"	S80°23'57"W	25.00'	(R2)	
C49	25.00'	100.00'	14°20'00"	S80°23'57"W	25.00'	(R2)	
C50	25.00'	100.00'	14°20'00"	S80°23'57"W	25.00'	(R2)	
C51	38.17'	100.00'	43°34'18"	S52°25'48"W	38.17'	(R1)	
C52	38.17'	100.00'	43°34'18"	S52°25'48"W	38.17'	(R1)	
C53	130.39'	100.00'	30°18'24"	S72°41'09"W	130.39'	(R2)	
C54	130.39'	100.00'	30°18'24"	S72°41'09"W	130.39'	(R2)	
C55	130.39'	100.00'	30°18'24"	S72°41'09"W	130.39'	(R2)	
C56	130.39'	100.00'	30°18'24"	S72°41'09"W	130.39'	(R2)	

- ### EASEMENT REFERENCE NOTES
- ① 18' SUE HEREBY GRANTED
 - ② EXISTING 18' SUE PER (R1)
 - ③ EXISTING 18' SUE PER (R3)
 - ④ EXISTING 18' SUE PER (R1)
 - ⑤ EXISTING 18' SUE PER (R1), WIDTH AS NOTED
 - ⑥ EXISTING 20' ANON PUMP LATERAL-1.6 ESMT PER AFN 358273 DEPICTED PER USBR MAP NO.'S 566-121-498 & 566-121-524
 - ⑦ EXISTING 20' ANON PUMP LATERAL-3.5 ESMT PER AFN 343669 DEPICTED PER USBR MAP NO.'S 566-121-498 & 566-121-499
 - ⑧ 76' TUE HEREBY GRANTED, TO AUTOMATICALLY TERMINATE UPON FUTURE RIGHT OF WAY DEDICATION
 - ⑨ 110' TUE HEREBY GRANTED, TO AUTOMATICALLY TERMINATE UPON FUTURE RIGHT OF WAY DEDICATION

TRACT NOTE

TRACTS NN AND OO MAY BE USED FOR FUTURE DEVELOPMENT AND ARE TO BE RETAINED BY OWNER OF RECORD.

FRONTAGE PROPERTY PIN NOTES

DUE TO DISTURBANCE BY FUTURE CONSTRUCTION OF SIDEWALK, BOTH SET AND FOUND FRONT PROPERTY CORNERS AT SIDE LOT LINES WERE PROJECTED TO THE CENTER OF CURB AND ARE REFERENCED WITH A SCREW AND 1" WASHER STAMPED "MATARAZZO 46318". SCREWS SO SET ARE GOOD FOR LINE BUT NOT FOR DISTANCE.

SURVEY REFERENCES

(R1) AMENDED PLAT OF APPLE VALLEY PHASE 3 PER (AFN 2019-022102) BY MATARAZZO
 (R2) BOUNDARY LINE ADJUSTMENT FOR THE CITY DEVELOPMENT COMPANY LLC PER (AFN 2020-002409) BY MATARAZZO
 (R3) PLAT OF APPLE VALLEY PHASE 6A PER (AFN 2022-010004) BY MATARAZZO
 (R4) PLAT OF THE VALLEY AT SOUTHWIDE PHASE 1 (AFN 2017-026983) BY MATARAZZO

SURVEYOR'S CERTIFICATE

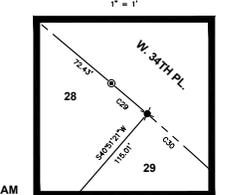
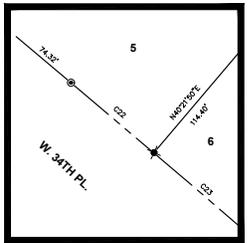
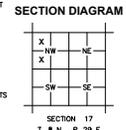
THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT AS THE REQUEST OF TRC CITIES DEVELOPMENT COMPANY, LLC IN 2023.

ALEXANDER D. MATARAZZO, PLS 46318 DATE _____

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____ 2023 AT _____ M. IN VOLUME _____ OF PLATS AT PAGE _____ AT THE REQUEST OF PBS ENGINEERING & ENVIRONMENTAL, INC.

COUNTY AUDITOR _____



PBS Engineering and Environmental Inc.
 400 Bradley Blvd, Ste 106
 Richland, WA 99352
 509.942.1800
 pbsuas.com

CLIENT: TRC CITIES DEVELOPMENT COMPANY LLC PROJECT NO: 68006.007
 SURVEYOR: ALEXANDER D. MATARAZZO DATE: 08/11/2023
 CALL BY: RDP DRAWN BY: BCH SCALE: 1" = 70'
 SECTION: 17 TOWNSHIP: 8 NORTH RANGE: 29 EAST
 CITY: KENNEWICK COUNTY: BENTON SHEET 1 OF 2

**FINAL PLAT OF
APPLE VALLEY PHASE 6B**
LOCATED IN THE W 1/2 OF THE NW 1/4 OF SECTION 17, TOWNSHIP
8 NORTH, RANGE 29 EAST OF THE WILLAMETTE MERIDIAN, CITY
OF KENNEWICK, BENTON COUNTY, WASHINGTON

NARRATIVE

THIS PROJECT WAS PERFORMED AT THE REQUEST OF TRI CITIES DEVELOPMENT COMPANY LLC TO SUBDIVIDE THOSE LANDS KNOWN AS ADJUSTED TRACT R, ADJUSTED TRACT E OF THE RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 5292 UNDER BENTON COUNTY AUDITOR'S FILE NUMBER 2020-02409, AND TRACT RR OF THE PLAT OF APPLE VALLEY PHASE 6A RECORDED IN VOLUME 15 OF PLATS AT PAGE 0738 UNDER BENTON COUNTY AUDITOR'S FILE NUMBER 0222-0000A.

THIS SURVEY WAS PERFORMED AS A REAL TIME KINEMATIC SURVEY USING DUAL FREQUENCY TRIMBLE R8S AND R12 GPS RECEIVERS HAVING AN ACCURACY OF EIGHT MILLIMETERS +/-, 0.5 PPM PER MEASURED LENGTH. THE MONUMENTS & PINS SHOWN HEREIN WERE VISITED AND TIED DURING OUR SURVEYS BETWEEN FEBRUARY 2010 THROUGH MARCH 2023.

TITLE REPORT REFERENCE

ALL TITLE INFORMATION SHOWN ON THIS MAP HAS BEEN EXTRACTED FROM INFORMATION CONTAINED IN FIRST AMERICAN TITLE INSURANCE COMPANY'S TITLE REPORT, ORDER NO. 23481289, DATED: JULY 7, 2023, IN PREPARING THIS PLAT. PBS ENGINEERING AND ENVIRONMENTAL, INC. HAS CONDUCTED AN INDEPENDENT TITLE SEARCH, NOR IS PBS ENGINEERING AND ENVIRONMENTAL, INC. AWARE OF ANY TITLE ISSUES AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN ON THE PLAT AND DISCLOSED BY THE REFERENCED FIRST AMERICAN TITLE INSURANCE COMPANY'S TITLE REPORT. PBS ENGINEERING AND ENVIRONMENTAL, INC. HAS RELIED WHOLLY ON FIRST AMERICAN TITLE INSURANCE COMPANY'S REPRESENTATION OF THE TITLES' VALIDITY TO PREPARE THIS MAP AND THEREFORE PBS ENGINEERING AND ENVIRONMENTAL, INC. QUALIFIED UNDER MAPS' CONTRACT AND COMPLETENESS TO THAT EXTENT.

LEGAL DESCRIPTION

THE FOLLOWING WAS DERIVED FROM THE DESCRIPTION IN THE REFERENCED TITLE REPORT.
THE LAND IN THE COUNTY OF BENTON, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

PARCEL 1

ADJUSTED PARCEL E, AS SHOWN ON SURVEY NO. 5292, RECORDED UNDER AUDITOR'S FILE NO. 2020-02409, RECORDS OF BENTON COUNTY, WASHINGTON; BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M., BENTON COUNTY, WASHINGTON

PARCEL 2

TRACT KK, APPLE VALLEY PHASE 6A, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 738, RECORDS OF BENTON COUNTY, WASHINGTON.

PARCEL 3

TRACT R OF THE AMENDED PLAT OF APPLE VALLEY PHASE 3, RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NUMBER 2019-022102, TOGETHER WITH A PORTION OF THOSE LANDS DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NUMBER 2019-008432 AND BEING A PORTION OF NEW PARCEL E AS SHOWN ON THE SURVEY FOR PLAT EXEMPTION RECORDED UNDER AUDITOR'S FILE NUMBER 2019-007030, ALL LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 8 NORTH, RANGE 29 EAST OF THE WILLAMETTE MERIDIAN, CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF SECTION 17, MARKED WITH A 3 INCH BRASS CAP PER THE PLAT OF THE VILLAGE AT SOUTHRIDGE PHASE 1, RECORDED UNDER AUDITOR'S FILE NUMBER 2017-020283, THENCE SOUTH 89°16'38" WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 17 A DISTANCE OF 2,853.96 FEET TO THE SOUTHWEST CORNER THEREOF, MARKED WITH A 1 1/2 INCH IRON PILE PER THAT SURVEY RECORDED UNDER AUDITOR'S FILE NUMBER 2011-001296, THENCE NORTH 00°14'22" WEST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 17 A DISTANCE OF 562.91 FEET TO THE TRUE POINT OF BEGINNING.

THENCE NORTH 00°14'22" WEST CONTINUING ALONG SAID WEST LINE OF THE NORTHWEST QUARTER OF SECTION 17 A DISTANCE OF 888.20 FEET TO THE INTERSECTION WITH THE NORTHERLY BOUNDARY OF SAID NEW PARCEL E OF THAT SURVEY FOR PLAT EXEMPTION RECORDED UNDER AUDITOR'S FILE NUMBER 2019-007030;

THENCE ALONG SAID NORTHERLY BOUNDARY THE FOLLOWING COURSES:

THENCE NORTH 89°16'38" EAST, 196.24 FEET TO A POINT ON THE ARC OF A NON TANGENT CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 823.59 FEET; THE RADIUS POINT OF WHICH BEARS NORTH 80°12'09" EAST; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 32.30 FEET, WITH A DELTA ANGLE OF 0°21'48"; A CHORD BEARING OF SOUTH 10°55'16" EAST, AND A CHORD LENGTH OF 32.30 FEET TO A NON TANGENT LINE BEING ALONG THE EASTERLY BOUNDARY OF SAID TRACT R OF THE AMENDED PLAT OF APPLE VALLEY PHASE 3;

THENCE ALONG SAID EASTERLY BOUNDARY THE FOLLOWING COURSES:

THENCE SOUTH 17°13'23" EAST ALONG SAID NON TANGENT LINE 251.1 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 545.20 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 95.77 FEET, WITH A DELTA ANGLE OF 10°54'49"; A CHORD BEARING OF SOUTH 22°13'47" EAST, AND A CHORD LENGTH OF 95.77 FEET;

THENCE SOUTH 22°13'47" EAST, 481.79 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 229.03 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 78.29 FEET, WITH A DELTA ANGLE OF 17°52'25"; A CHORD BEARING OF SOUTH 18°28'30" EAST, AND A CHORD LENGTH OF 77.59 FEET TO THE NORTHERLY MARGIN OF WEST 32ND AVENUE RIGHT-OF-WAY DEDICATED PER SAID AMENDED PLAT OF APPLE VALLEY PHASE 3;

THENCE NORTH 89°15'47" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 4.60 FEET TO THE EASTERLY BOUNDARY OF SAID NEW PARCEL E OF THAT SURVEY FOR PLAT EXEMPTION RECORDED UNDER AUDITOR'S FILE NUMBER 2019-007030;

THENCE ALONG SAID EASTERLY BOUNDARY THE FOLLOWING COURSES:

THENCE SOUTH 20°14'13" WEST, 140.13 FEET;

THENCE SOUTH 89°15'47" EAST, 26.98 FEET TO A POINT ON THE ARC OF A NON TANGENT CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 863.78 FEET; THE RADIUS POINT OF WHICH BEARS NORTH 20°14'13" WEST; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 67.80 FEET, WITH A DELTA ANGLE OF 0°51'07"; A CHORD BEARING OF SOUTH 72°52'49" EAST, AND A CHORD LENGTH OF 67.77 FEET;

THENCE SOUTH 14°50'00" WEST, 144.94 FEET TO A POINT ON THE ARC OF A NON TANGENT CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 820.08 FEET; THE RADIUS POINT OF WHICH BEARS NORTH 14°50'00" EAST; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 16.53 FEET, WITH A DELTA ANGLE OF 0°19'18"; A CHORD BEARING OF SOUTH 72°53'40" EAST, AND A CHORD LENGTH OF 16.53 FEET;

THENCE SOUTH 13°40'06" WEST, 128.35 FEET TO A POINT ON THE ARC OF A NON TANGENT CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 885.09 FEET; THE RADIUS POINT OF WHICH BEARS NORTH 0°14'43" EAST; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 106.45 FEET, WITH A DELTA ANGLE OF 0°48'52"; A CHORD BEARING SOUTH 08°13'43" EAST, AND A CHORD LENGTH OF 106.39 FEET;

THENCE SOUTH 09°44'09" EAST, 137.24 FEET;

THENCE SOUTH 20°53'48" WEST, 40 FEET TO A POINT ON THE ARC OF A NON TANGENT CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 820.08 FEET; THE RADIUS POINT OF WHICH BEARS NORTH 20°53'48" EAST; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 36.76 FEET, WITH A DELTA ANGLE OF 0°24'45"; A CHORD BEARING OF SOUTH 70°23'14" EAST, AND A CHORD LENGTH OF 36.75 FEET;

THENCE SOUTH 02°27'45" EAST, 98.89 FEET;

THENCE SOUTH 88°47'16" WEST LEAVING SAID EASTERLY BOUNDARY A DISTANCE OF 582.32 FEET;

THENCE SOUTH 01°14'44" EAST, 5.00 FEET;

THENCE SOUTH 88°47'16" WEST, 72.20 FEET;

THENCE NORTH 00°14'22" WEST, 586.01 FEET;

THENCE SOUTH 89°16'38" WEST, 150.02 FEET;

THENCE SOUTH 00°14'22" EAST, 4.28 FEET;

THENCE SOUTH 89°16'38" WEST, 151.02 FEET TO THE TRUE POINT OF BEGINNING.

DEDICATION

WE, TRI CITIES DEVELOPMENT COMPANY LLC, A WASHINGTON LIMITED LIABILITY COMPANY HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE TRACTS OF LAND DESCRIBED HEREON AND THAT WE HAVE CAUSED SAID LAND TO BE SURVEYED AND THE LOTS CREATED AS SHOWN AND THAT THE STREET RIGHT-OF-WAY AND THE EASEMENTS ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC.

FOR TRI CITIES DEVELOPMENT COMPANY LLC. TITLE DATE

ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____ HAS SIGNED THIS PLAT ON BEHALF OF TRI CITIES DEVELOPMENT COMPANY LLC, ON DATE STATED THAT _____ IS AUTHORIZED TO EXECUTE THIS PLAT AND ACKNOWLEDGED IT AS THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED ON THIS PLAT.

NOTARY PUBLIC DATE _____
MY APPOINTMENT EXPIRES _____
RESIDING _____

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR 20____A.D. TAX PARCELS: 1-1789-204-0005-001, 1-1789-200-0001-014, & 1-1789-208-0001-000.

BENTON COUNTY TREASURER DATE _____
BENTON COUNTY ASSESSOR DATE _____

APPROVALS

THE PLAT IS HEREBY APPROVED BY AND FOR THE CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON.

CITY OF KENNEWICK PLAT ADMINISTRATOR DATE _____
SUB-2023-0005

KENNEWICK CITY ENGINEER DATE _____

MAYOR, CITY OF KENNEWICK DATE _____

ATTEST:

CITY CLERK, CITY OF KENNEWICK DATE _____

UTILITY APPROVAL

THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY APPROVED BY THE FOLLOWING UTILITIES:

FOR BENTON PUD NO. 1	TITLE	DATE
FOR CASCADE NATURAL GAS	TITLE	DATE
FOR 21PL7 FIBER	TITLE	DATE
FOR CHARTER COMMUNICATIONS	TITLE	DATE

IRRIGATION APPROVAL

I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN IS LOCATED WITHIN THE BOUNDARIES OF THE KENNEWICK IRRIGATION DISTRICT, THAT THE IRRIGATION EASEMENTS SHOWN ON THIS PLAT 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 ROW 58.17.310 AND THAT ALL ASSESSMENTS HAVE BEEN PAID THROUGH THE YEAR 20____A.D.

FOR KENNEWICK IRRIGATION DISTRICT TITLE DATE



	PBS Engineering and Environmental Inc. 400 Stanley Blvd, Ste 106 Richland, WA 99352 509.942.1000 pbsusa.com		CLIENT: TRI CITIES DEVELOPMENT COMPANY LLC	PROJECT NO.: 88090-007
	SURVEYOR: ALEXANDER D. MATARAZZO	DATE: 08/11/2023	CALC BY: RDP	DRAWN BY: BCH
SECTION: 17	TOWNSHIP: 8 NORTH	RANGE: 29 EAST	CITY: KENNEWICK	COUNTY: BENTON
SHEET 2 OF 2				

Return to:
City Clerk's Office
City of Kennewick
PO Box 6108
Kennewick, WA 99336

QUIT CLAIM DEED

Grantor(s): CITY OF KENNEWICK

Legal Description (abbreviated) PORTION OF THE NORTHWEST ¼ OF SECTION 6, TOWNSHIP 8 NORTH, RANGE 30 EAST, W.M.

Additional Legal(s) on Exhibit A, page(s) 1

Assessor's Tax Parcel ID No(s): 1-0680-102-0008-000, 1-0680-102-0010-000, 1-0680-102-0017-000

THE GRANTOR(S), **CITY OF KENNEWICK**, for and in consideration of Parcel Consolidation, conveys and quit claims to;

THE GRANTEES: **CITY OF KENNEWICK**, the following described real estate, situate in the County of Benton, State of Washington, together with all after acquired title of the grantors therein:

SEE ATTACHED EXHIBIT A

DATED THIS _____ day of _____, 20____.

W. D. McKay, Mayor

STATE OF WASHINGTON)
COUNTY OF BENTON)ss.

I certify that on this _____ day of _____, 20____, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known or to have given satisfactory evidence to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington

residing at _____

My Commission Expires: _____

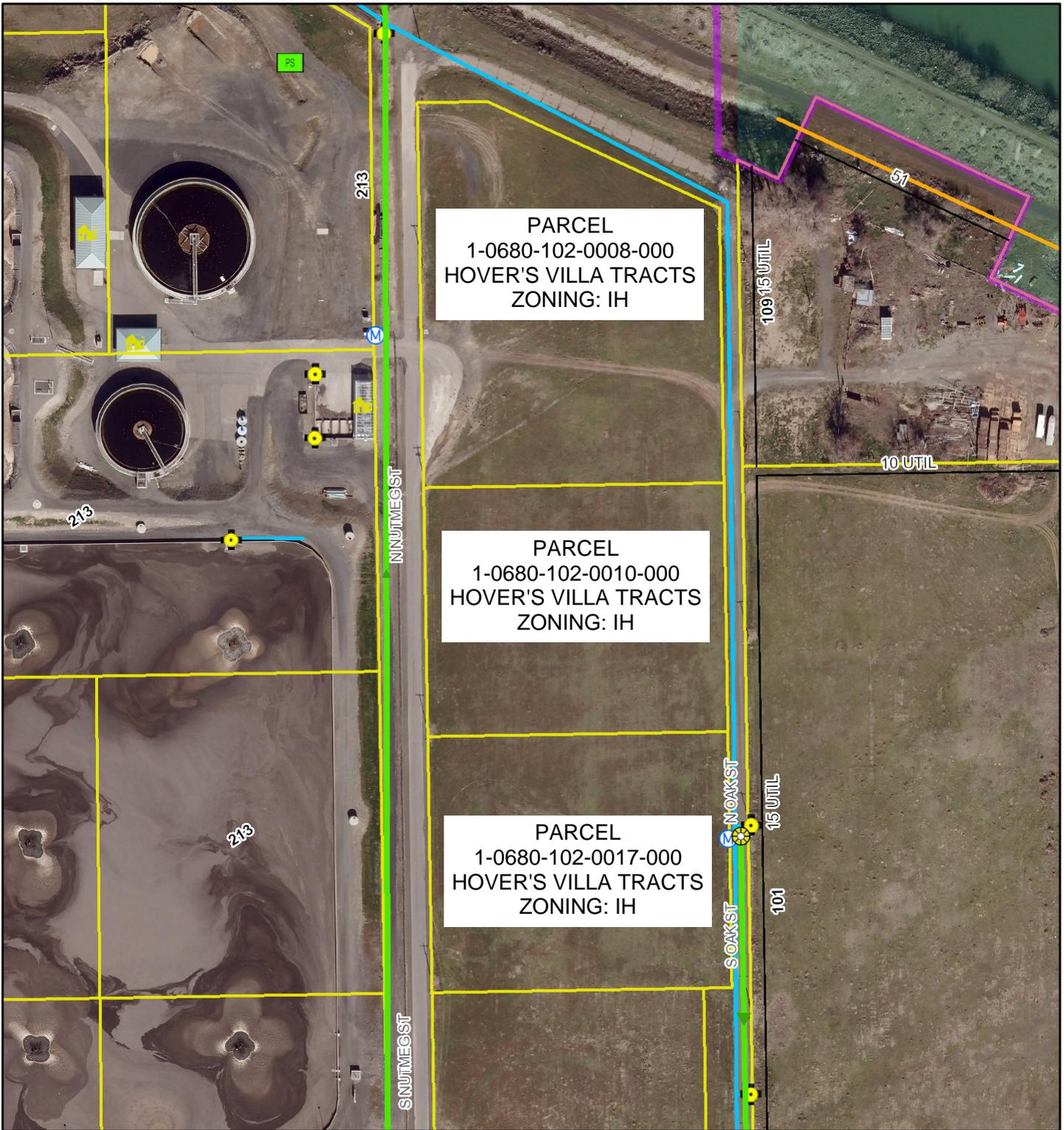
**EXHIBIT A
LEGAL DESCRIPTION
FOR PARCEL CONSOLIDATION**

TRACT 10, EXCEPT THE SOUTH 195 FEET THEREOF, AND ALL OF TRACTS 8 AND 9, HOVER'S VILLA TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 19, RECORDS OF BENTON COUNTY, WASHINGTON, EXCEPT THAT PORTION OF SAID TRACTS 8 AND 9 CONVEYED TO THE UNITED STATES OF AMERICA BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 280235.

TOGETHER WITH THE SOUTH 195 FT OF TRACT 10, AND TRACT 17, EXCEPT THE SOUTH 272.67 FEET THEREOF, HOVER'S VILLA TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 19, RECORDS OF BENTON COUNTY, WASHINGTON.

ALSO TOGETHER WITH THE SOUTH 272.67 FEET OF TRACT 17, HOVER'S VILLA TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 19, RECORDS OF BENTON COUNTY, WASHINGTON.

Site Plan



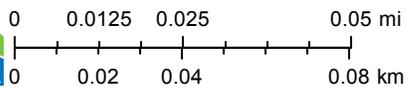
August 14, 2023

This plan is suitable for informational use only. City of Kennewick accepts no liability for any error whatsoever.

1 inch = 150 feet

1:1,800

Sewer Lift Station	Valve	Storm Culvert
Sewer Manhole	Sewer Force Main	Storm Mainline
<all other values>	Sewer Mainline	Storm Serviceline
Manhole	Sewer Serviceline	Water Fire Hydrant
Grease Interceptor	Storm Catchbasin	Hydrant
Grease Trap	Storm Drywell	Guard Post
Oil/Water Separator	Storm Manhole	Fire Department Connection



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

AFTER RECORDING RETURN TO:

City of Kennewick
210 W. 6th 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
P2214 – SYSTEMIC SAFETY STREET LIGHTING IMPROVEMENTS PROJECT**

BY THIS INTERLOCAL COOPERATIVE AGREEMENT, hereinafter referred to as “Interlocal Agreement”, entered into this 12th day of September, 2023, 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 “District” enter into the following agreement:

WHEREAS the City is to upgrade existing inductive sodium street light luminaires with LED luminaires located on all Principle Arterial streets; and

WHEREAS the City will require assistance from the District for approximately sixty-five (65) luminaires that are mounted on the District-owned power poles that have been identified in the City’s P2214 – Systemic Safety Street Lighting Improvements Project; and

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

1. Pick-up of City-supplied LED luminaire assemblies which will be stored at the City of Kennewick shop.
2. Removal of existing inductive sodium street light luminaire assemblies.
3. Installation of City-supplied LED luminaire assemblies.
4. Disposal of removed inductive sodium streetlights at City of Kennewick shop.

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 pick-up of City-supplied LED luminaire assemblies, removal of existing inductive sodium street light luminaire assemblies and installation of City-supplied LED luminaire assemblies located on District power poles, the work will include furnishing qualified Public Utility District #1 personnel and equipment for the replacement work. All material required for the street light luminaire replacement work shall be supplied by the City.

Section 2. The City will coordinate with District personnel to schedule work to be done on Public

Utility District #1's power poles and the City will provide traffic control for said work to be performed.

Section 3. For pick-up of City supplied LED luminaire assemblies, removal and return of existing inductive sodium street light luminaire assemblies and installation of City-supplied LED luminaire assemblies on District power poles, the District shall invoice the City on a monthly basis as costs are incurred, with an estimated per each cost of **\$387.84** for each specific site, and a not to exceed overall amount of **\$28,000.00**.

Section 4. Any and all work completed by the District other than the tasks explicitly identified in Sections 1 through 3, including but not limited to maintenance and repairs, shall be governed by the terms and conditions outlined in City of Kennewick Ordinance No. 5872, unless otherwise agreed to in writing pursuant to Section 6, below.

Section 5. 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 6. This Agreement may be changed, modified, or amended only upon written agreement executed by both parties.

Section 7. 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 8. This Agreement is intended to supplement City of Kennewick Ordinance No. 5872 for purpose of completing the scope of work explicitly identified hereinabove. The terms and conditions of this Agreement shall not modify the terms and conditions of City of Kennewick Ordinance No. 5872.

Section 9. 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 10. This interlocal agreement shall be filed as provided by RCW 39.34.

CITY OF KENNEWICK

PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY

By: _____

DocuSigned by:
By: Rick Dunn
9DF6EC89804846E...

Title: _____

Title: Rick Dunn, General Manager

Date: 9/13/2023

Contract #23-21-23

ATTEST BY:

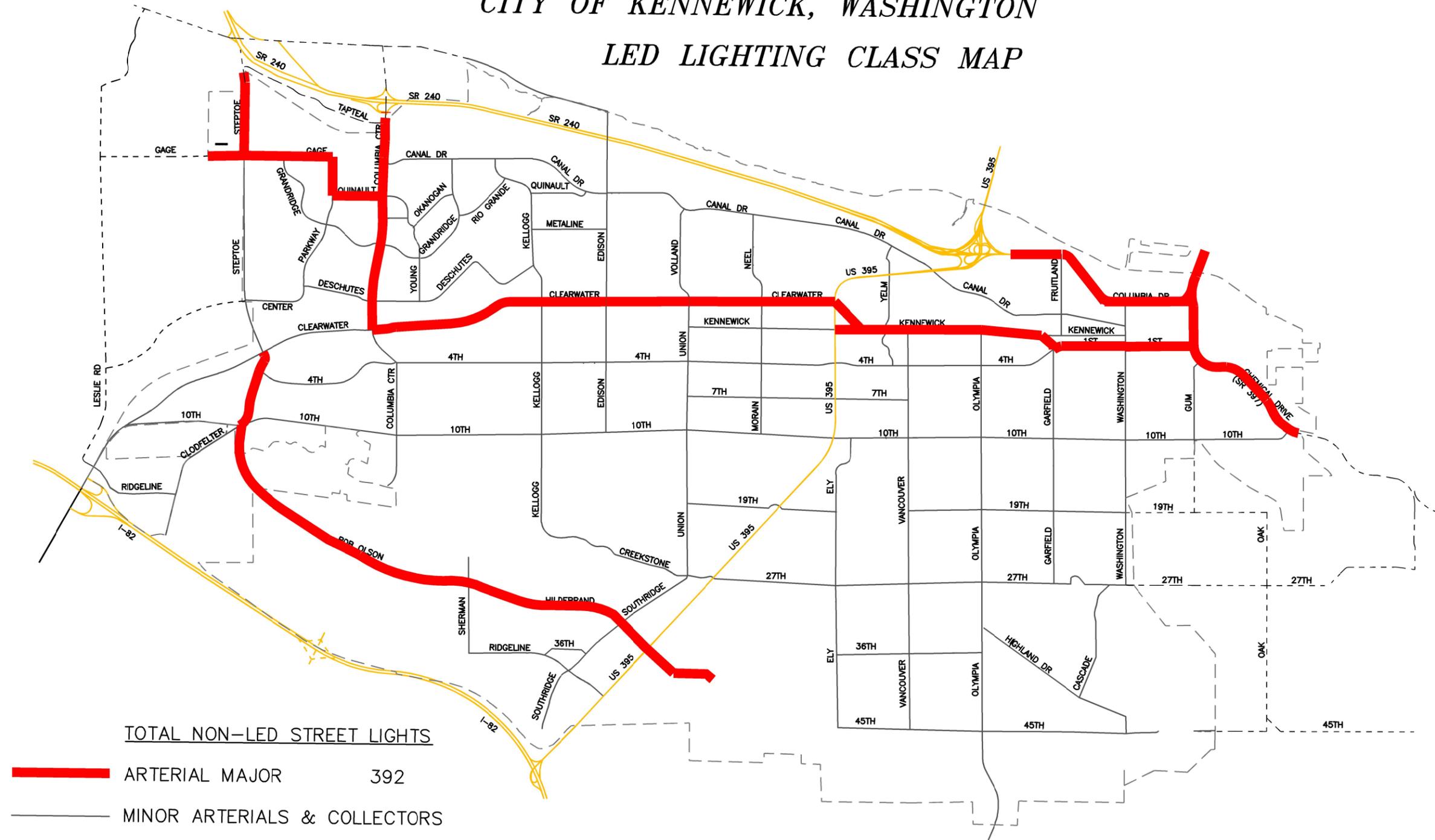
APPROVED AS TO FORM:

Terri Wright, City Clerk

Lisa Beaton, City Attorney

CITY OF KENNEWICK, WASHINGTON

LED LIGHTING CLASS MAP



NOTE:

ALL CURRENT NON-LED STREET LUMINAIRES LOCATED ON THE MAJOR ARTERIALS (RED) WILL BE REMOVED AND REPLACED WITH LED LUMINAIRES.



KENNEWICK

WASHINGTON

Street Light LED Replacement Map

DATE	11/17/22
DWN	RMM
DES	
CHK	
SHEET 1 OF 1	
DWG. NO.	