



# City Council Meeting Schedule November 2019

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November 5, 2019  
Tuesday, 5:30 p.m.

REGULAR COUNCIL MEETING

November 12, 2019  
Tuesday, 6:30 p.m.

WORKSHOP MEETING  
1. Arts Commission Update  
2. HB 1406 Housing Funds  
3. Property Tax Levy  
4. Mid-Biennium Review

November 19, 2019  
Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

November 26, 2019  
Tuesday, 6:30 p.m.

WORKSHOP MEETING - Cancelled

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

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



## CITY COUNCIL REGULAR MEETING AGENDA

November 5, 2019 at 5:30 p.m.

City Hall Council Chambers | 210 W. 6<sup>th</sup> Ave

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### 1. CALL TO ORDER

Roll Call/Pledge of Allegiance/Welcome

### HONORS & RECOGNITIONS

- Historic Preservation Award

### 2. APPROVAL OF AGENDA

### 3. CONSENT AGENDA

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

- Minutes of Regular Meeting of October 15, 2019.
- (1) Motion to approve the Claims Roster for October 11, 2019.  
(2) Motion to approve the Claims Roster for the Columbia Park Golf Course Account for September 2019.  
(3) Motion to approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for August 2019.
- Motion to approve Payroll Roster for October 15, 2019.
- Motion to authorize the Mayor to sign the International Association of Fire Fighters (IAFF) Local #1296 Collective Bargaining Agreement.
- Motion to authorize the City Manager to sign service agreements with the Northwest HIDTA Director, Deputy Director, and Financial Manager for 2020 as the Fiduciary for the Northwest HIDTA program.
- Motion to authorize mayor to sign a license agreement with Wes Heyden for a commercial sign in City right-of-way.
- Motion to accept the work of Ray Poland & Sons, Inc. for Contract P1820-19, Kennewick Avenue & S. Yelm Signal Pole, in the amount of \$70,587.30
- Motion to accept the work of Allstar Construction Group Inc. for Contract P1903-19, CDBG S. Fruitland Street Sidewalk Project, in the amount of \$62,344.27
- Motion to accept the work of Columbia Asphalt & Ready Mix for Contract P1914-19, 2019 Bituminous Surface Treatment Seal Coat, in the amount of \$573,248.19
- Motion to authorize the Mayor to sign the 2019 Justice Assistance Grant (JAG) CEO Certifications.
- Motion to authorize the City Manager to sign an agreement modifying the parties subject to easements at Vista Field.

### 4. VISITORS

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**CITY COUNCIL REGULAR MEETING AGENDA**  
**November 5, 2019 at 5:30 p.m.**  
**City Hall Council Chambers | 210 W. 6<sup>th</sup> Ave**

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**5. ORDINANCES/RESOLUTIONS**

- a. Ordinance 5836: Amending KMC 8.02 Animal Control
- b. Ordinance 5837: Benton PUD Franchise Extension
- c. Ordinance 5838: Franchise Agreement with Desert Winds Wireless LLC
- d. Ordinance 5839: Relating to Zoning Definitions and adding new 18.09.2055 (Syringe Exchange Program)
- e. Ordinance 5840: Relating to Syringe Exchange Program and amending 18.12.010 B.1 and adding 18.12.045

**6. PUBLIC HEARINGS/MEETINGS**

- a. 2020-2024 Tri-Cities Home Consortium Consolidated Plan
- b. 2020 CDBG Annual Action Plan
- c. Resolution 19-24: Adopting Tri-Cities HOME Consortium Analysis of Impediments to Fair Housing.
- d. Resolution 19-22: Latecomers Reimbursement Agreement for 3504, 3505, 3511 and 3512 W. 4th Place.

**7. NEW BUSINESS**

- a. Ethics Officer Selection
- b. Evaluate Complaint or Charges Brought Against a Public Officer.

**8. UNFINISHED BUSINESS**

**9. COUNCIL COMMENTS/DISCUSSION**

**10. ADJOURNMENT**

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*City of Kennewick*  
*2019 Historic Preservation Award*  
*Certificate of Appreciation*

*is hereby granted to:*

*Pat Sanders*

*"Sanders House – 1929 W. 10<sup>th</sup> Avenue"*

*The Kennewick Historic Preservation Commission*  
*recognizes your efforts*  
*in preserving the historic past of Kennewick.*



*David E. Robertson Jr.*  
Chairman, Historic Preservation Commission

*Alan Butcher*  
Mayor, City of Kennewick









7431a





CITY OF KENNEWICK  
CITY COUNCIL  
Regular Meeting  
October 15, 2019

EXECUTIVE SESSION - Scheduled prior to the regularly scheduled meeting.

Mayor Don Britain stated was 6:00 p.m. and the City Council would be going into an Executive Session per RCW 42.30.110(ii) Potential Litigation for 20 minutes.

Mayor Britain extended the session five minutes. The session ended at 6:26 p.m.

1. CALL TO ORDER

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

City Council and Staff Present:

Mayor Pro Tem Steve Lee	Marie Mosley	Terry Walsh
Paul Parish	Greg McCormick	Ken Hohenberg
John Trumbo	Christina Palmer	Evelyn Lusignan
Bill McKay	Lisa Beaton	Corey Osborn
Chuck Torelli	Cary Roe	Scott Child
Ed Frost	Terri Wright	
Mayor Don Britain	Dan Legard	

Family Scouting Troop 219 led the Pledge of Allegiance.

2. APPROVAL OF AGENDA

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

3. APPROVAL OF CONSENT AGENDA

- a. Minutes of Regular Meeting of October 1, 2019.
- b. Motion to approve Claims Roster for September 27, 2019.
- c. Motion to approve Payroll Roster for September 30, 2019.
- d. Motion to authorize the City Manager to sign the Outside Utility Agreement with W McKay Construction LLC to provide utility services.
- e. Resolution 19-23: 2019 Natural Hazard Mitigation Emergency Plan.
- f. Motion to authorize the City Manager to sign the Interlocal Agreement with the PUD of Benton County for the W. 10<sup>th</sup> Ave Widening – Joliet St to Columbia Center Blvd Project.
- g. Motion to change the November 5, 2019 Council meeting from 6:30 p.m. to 5:30 p.m.

Mayor Pro Tem Lee moved, seconded by Mr. Frost to approve the Consent Agenda. The motion passed unanimously.

4. VISITORS

The following spoke in support of changes to the breed specific ordinance reducing the restrictions for pit bulls:

Marsha Rehfeld, 1816 S. Palouse St, Kennewick  
Ashley Schoenwald, 2300 Carriage Ave, Richland  
Shannon Julson, 223305 E. Donelson Rd, Kennewick  
James Koehler, 8912 W. Entiat Ave, Kennewick  
Alicia Schultz, 2411 W. 6<sup>th</sup> Ave, Kennewick  
Brad Bibe, 7114 W. 1<sup>st</sup> Ave, Kennewick  
Ness Rate, 2640 Kingsgate Way, Richland

Richard Yrjanson, 5207 W. 14<sup>th</sup> Ave, Kennewick – Spoke in opposition to a Detox Facility located in the former KGH campus

Janice Cantley, 208 W. 34<sup>th</sup> Ave, Kennewick – Spoke about their sewer backup problems  
Bob Cantley, 208 W. 34<sup>th</sup> Ave, Kennewick - Spoke about their sewer backup problems  
Julie Webb, 4804 S. Caballo Rd, Kennewick – Invited the Council to tour the Tri-City Animal Shelter  
Tobaski Snipes, 8220 W. Gage Blvd, #760, Kennewick – Spoke regarding shelter for the homeless situation with the weather getting colder  
Gloria Delangel, 531 S. 38<sup>th</sup> Ave, Apt. A102, West Richland – Spoke about Word of Mouth Ministries  
Angela Zillar, 26318 S. Haney Rd, Kennewick – Spoke about the Tri-City Animal Shelter and that the new building needs to be bigger than currently planned  
Dave Retter, 3205 S. Auburn St, Kennewick – Commented on an AWC article that stated a council member is part of a team and decisions should be made in the best interest for the majority of the residents

5. ORDINANCE/RESOLUTIONS

- a. Ordinance 5825: Comprehensive Plan Amendment 19-01 from High Density Residential to Public Facility (Kennewick School District.) Anthony Muai, Planner reported.

ORDINANCE NO. 5825

AN ORDINANCE AMENDING THE CITY OF KENNEWICK'S COMPREHENSIVE PLAN (CPA 19-01, KENNEWICK SCHOOL DISTRICT)

Mayor Pro Tem Lee moved, seconded by Mr. Frost to adopt Ordinance No. 5825. The motion passed unanimously.

- b. Ordinance 5826: Comprehensive Plan Amendment 19-02 from Low Density Residential and Open Space to Public Facility (Kennewick School District.) Anthony Muai, Planner reported.

ORDINANCE NO. 5826

AN ORDINANCE AMENDING THE CITY OF KENNEWICK'S COMPREHENSIVE PLAN (CPA 19-02, KENNEWICK SCHOOL DISTRICT)

Mr. Torelli moved, seconded by Mayor Pro Tem Lee to adopt Ordinance No. 5826. The motion passed unanimously.

- c. Ordinance 5827: Comprehensive Plan Amendment 19-03 from Low Density Residential to Commercial (Bauder Properties.) Anthony Muai, Planner reported.

ORDINANCE NO. 5827

AN ORDINANCE AMENDING THE CITY OF KENNEWICK'S COMPREHENSIVE PLAN (CPA 19-03, BAUDER YOUNG PROPERTIES, LLC)

Mr. McKay moved, seconded by Mr. Parish to adopt Ordinance No. 5827. The motion passed unanimously.

- d. Ordinance 5828: Comprehensive Plan Amendment 19-04 from Low Density Residential to Medium Density Residential (KDS Development.) Anthony Muai, Planner reported.

ORDINANCE NO. 5828

AN ORDINANCE AMENDING THE CITY OF KENNEWICK'S COMPREHENSIVE PLAN (CPA 19-04, KDS DEVELOPMENT, LLC)

Mr. Parish moved, seconded by Mr. Frost to adopt Ordinance No. 5828. The motion passed unanimously.

- e. Ordinance 5829: Comprehensive Plan Amendment 19-06 from Low Density Residential to Medium Density Residential (Southridge Tri-Cities Development.) Anthony Muai, Planner reported.

ORDINANCE NO. 5829

AN ORDINANCE AMENDING THE CITY OF KENNEWICK'S COMPREHENSIVE PLAN (CPA 19-06, TRI-CITIES SOUTHRIDGE DEVELOPMENT, LLC)

Mr. Parish moved, seconded by Mayor Pro Tem Lee to adopt Ordinance No. 5829. The motion passed unanimously.

- f. Ordinance 5830: Comprehensive Plan Amendment 19-07 from Low Density Residential to Medium Density Residential (Cary & Jennifer Cole.) Anthony Muai, Planner reported.

ORDINANCE NO. 5830

AN ORDINANCE AMENDING THE CITY OF KENNEWICK'S COMPREHENSIVE PLAN (CPA 19-07, CARY AND JENNIFER COLE)

Mr. Torelli moved, seconded by Mr. Frost to adopt Ordinance No. 5830. The motion passed unanimously.

- g. Ordinance 5831: Comprehensive Plan Amendment 19-08 from Low Density Residential to High Density Residential (William McKay – W. 15<sup>th</sup> Ave.) Anthony Muai, Planner reported.

ORDINANCE NO. 5831

AN ORDINANCE AMENDING THE CITY OF KENNEWICK'S COMPREHENSIVE PLAN (CPA 19-08, WILLIAM MCKAY)

Mr. McKay recused himself from voting on this item.

Mr. Parish moved, seconded by Mayor Pro Tem Lee to adopt Ordinance No. 5831. The motion passed 5 to 1, with Mayor Britain opposed.

- h. Ordinance 5832: Comprehensive Plan Amendment 19-09 from Low Density Residential to High Density Residential (William McKay – W. 27<sup>th</sup> Ave.) Anthony Muai, Planner reported.

ORDINANCE NO. 5832

AN ORDINANCE AMENDING THE CITY OF KENNEWICK'S COMPREHENSIVE PLAN (CPA 19-09, WILLIAM MCKAY)

Mr. McKay recused himself from voting on this item.

Mr. Parish moved, seconded by Mr. Torelli to adopt Ordinance No. 5832. The motion passed with no opposition.

- i. Ordinance 5833: Comprehensive Plan Amendment 19-10 from Commercial to Medium Density (Circle One Properties.) Anthony Muai, Planner reported.

ORDINANCE NO. 5833

AN ORDINANCE AMENDING THE CITY OF KENNEWICK'S COMPREHENSIVE PLAN (CPA 19-10, CIRCLE ONE PROPERTIES)

Mr. McKay moved, seconded by Mr. Parish to adopt Ordinance No. 5833. The motion passed unanimously.

- j. Ordinance 5834: Comprehensive Plan Amendment 19-11 from Commercial to Mixed Use (City of Kennewick.) Anthony Muai, Planner reported.

ORDINANCE NO. 5834

AN ORDINANCE AMENDING THE CITY OF KENNEWICK'S COMPREHENSIVE PLAN (CPA 19-11, CITY OF KENNEWICK)

Mr. Parish moved, seconded by Mr. McKay to adopt Ordinance No. 5834. The motion passed unanimously.

- 6. PUBLIC HEARINGS/MEETINGS - None
- 7. NEW BUSINESS - None
- 8. UNFINISHED BUSINESS - None

9. COUNCIL COMMENTS/DISCUSSION

Council members reported on their respective activities.

Mayor Britain stated staff informed him today of a complaint against a council member.

Mayor Britain moved, seconded by Mayor Pro Tem Lee to go into an Executive Session per RCW 42.30.110(1)(f) Evaluate Complaint or Charges Brought Against a Public Officer or Employee for 15 minutes. The motion passed unanimously.

The Executive Session began at 7:52 p.m.

10. AJOURNMENT

Meeting was adjourned at 8:07 p.m.

Terri L. Wright, CMC  
City Clerk

# Council Agenda Coversheet



Agenda Item Number	3.b.(1)	Council Date	11/05/2019
Agenda Item Type	General Business Item		
Subject	Claims Roster		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

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

### Recommendation

That Council approve the Claims Roster.

### Motion for Consideration

I move to approve the Claims Roster dated October 11, 2019, in the amount \$ 2,501,583.66, and comprised of check numbers 149100 through 149317.

### Summary

The payments on this Claims Roster are comprised of the following issued 09/28/2019 - 10/11/2019:

Check numbers 149100 through 149317	\$ 2,501,583.66
	-----
Total	\$ 2,501,583.66

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

### Alternatives

None.

### Fiscal Impact

\$ 2,501,583.66.

Through	Lynne Brown Oct 18, 15:36:19 GMT-0700 2019
Dept Head Approval	Dan Legard Oct 18, 16:52:41 GMT-0700 2019
City Mgr Approval	Marie Mosley Oct 31, 20:56:20 GMT+0700 2019

Attachments:

Recording Required?

**City of Kennewick**  
**Claims Roster**

9/28/2019 - 10/11/2019

Accounting Period

**2020**

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
<b>001 GENERAL FUND</b>						
<b>032 SUPPORT SERVICES-FINANCE</b>						
149116	10/11/2019	00730	ADVANCE TRAVEL EXPENSE	in	REIMBURSE ADVANCE TRAVEL	146.98
149154	10/11/2019	10305	CCH INCORPORATED	in	GAAP PRACTICE GUIDE	366.19
149156	10/11/2019	02481	CI INFORMATION MANAGEMENT CI SUP	in	SHRED SERVICE	20.78
149251	10/11/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	16.30
149269	10/11/2019	01314	REHN & ASSOCIATES, INC.	in	COBRA NOTIFICATION	75.00
<b>Total amount by Department</b>						<b>\$ 625.25</b>
<b>034 SUPPORT SERVICES - INFO SYSTEMS</b>						
149169	10/11/2019	03344	CONSOLIDATED TECHNOLOGY SVCS WA	in	SCAN CHARGES	256.55
149239	10/11/2019	08210	MOBILEGUARD INC	in	NET GUARD	1,228.50
149292	10/11/2019	00008	TELCO WIRING & REPAIR INC	in	BROADBAND SERVICE	3,350.00
<b>Total amount by Department</b>						<b>\$ 4,835.05</b>
<b>035 SUPPORT SERVICES-CUSTOMER SERVICE</b>						
149172	10/11/2019	03530	DATAPROSE INC	in	DATAPROSE - SEPT 2019	5,380.46
149193	10/11/2019	08063	FUHER MARCIA	in	TRAVEL REIMBURSEMENT	244.96
149310	10/11/2019	04479	WEBCHECK INC	in	WEBCHECK SEPT 2019	1,891.81
<b>Total amount by Department</b>						<b>\$ 7,517.23</b>
<b>041 CITY CLERK</b>						
149116	10/11/2019	00730	ADVANCE TRAVEL EXPENSE	in	REIMBURSE ADVANCE TRAVEL	75.00
149136	10/11/2019	00034	BENTON COUNTY AUDITOR	in	RECORDING FEES	108.50
149293	10/11/2019	00172	THE TRI-CITY HERALD	in	RESOLUTION NO. 19-18	86.51
149293	10/11/2019	00172	THE TRI-CITY HERALD	in	ORDINANCE NO. 5812	150.78
149293	10/11/2019	00172	THE TRI-CITY HERALD	in	LEGAL NOTICE	28.98
149293	10/11/2019	00172	THE TRI-CITY HERALD	in	LEGAL NOTICE	72.45
<b>Total amount by Department</b>						<b>\$ 522.22</b>
<b>042 LEGAL SERVICES</b>						
149156	10/11/2019	02481	CI INFORMATION MANAGEMENT CI SUP	in	SHRED SERVICE	46.50
149201	10/11/2019	07854	HARRINGTONS TROPHIES	in	NAME PLATE	15.75
149248	10/11/2019	02499	NORTHWEST BUSINESS STAMP, INC.	in	SIGNATURE STAMP	35.30
149263	10/11/2019	03467	PRONTO PROCESS SERVICE, INC	in	MESSENGER SERVICE	40.00
149263	10/11/2019	03467	PRONTO PROCESS SERVICE, INC	in	SERVICE OF PROCESS	38.50
149263	10/11/2019	03467	PRONTO PROCESS SERVICE, INC	in	SERVICE OF PROCESS	38.50
149263	10/11/2019	03467	PRONTO PROCESS SERVICE, INC	in	SERVICE FEE	104.10

City of Kennewick

Claims Roster

9/28/2019 - 10/11/2019

Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
<b>Total amount by Department</b>						<b>\$ 318.65</b>
<b>061 CODE ENFORCEMENT</b>						
149140	10/11/2019	09813	B-F JUVENILE JUSTICE CTR	in	GRAFFITI ABATEMENT PROGRAM	3,100.83
<b>Total amount by Department</b>						<b>\$ 3,100.83</b>
<b>062 LONG RANGE PLANNING</b>						
149116	10/11/2019	00730	ADVANCE TRAVEL EXPENSE	in	REIMBURSE ADVANCE TRAVEL	313.88
149271	10/11/2019	10364	RINCON CONSULTANTS INC	in	GRANT SURVEY	3,900.00
149293	10/11/2019	00172	THE TRI-CITY HERALD	in	NOTICE OF PUBLIC HEARING	101.34
149293	10/11/2019	00172	THE TRI-CITY HERALD	in	NOTICE OF PUBLIC HEARING	98.87
149293	10/11/2019	00172	THE TRI-CITY HERALD	in	NOTICE OF PUBLIC HEARING	103.82
149293	10/11/2019	00172	THE TRI-CITY HERALD	in	LEGAL PUBLICATION	354.94
<b>Total amount by Department</b>						<b>\$ 4,872.85</b>
<b>071 POLICE DEPT. - ADMINISTRATION</b>						
149116	10/11/2019	00730	ADVANCE TRAVEL EXPENSE	in	REIMBURSE ADVANCE TRAVEL	294.00
149137	10/11/2019	03000	BENTON COUNTY SHERIFF	in	CUSTODY/WORK CREW/MEDICAL	7,223.00
149300	10/11/2019	04764	UNITED PARCEL SERVICE	in	SHIPPING	53.56
<b>Total amount by Department</b>						<b>\$ 7,570.56</b>
<b>073 POLICE DEPT. - PATROL</b>						
149116	10/11/2019	00730	ADVANCE TRAVEL EXPENSE	in	REIMBURSE ADVANCE TRAVEL	1,360.50
149290	10/11/2019	04174	TAYLOR, JEREMY	in	TRAVEL REIMBURSEMENT	270.00
<b>Total amount by Department</b>						<b>\$ 1,630.50</b>
<b>074 POLICE DEPT. - STAFF SERVICES</b>						
149116	10/11/2019	00730	ADVANCE TRAVEL EXPENSE	in	REIMBURSE ADVANCE TRAVEL	94.00
149287	10/11/2019	08315	STERLING	in	PROFESSIONAL SERVICES	49.96
<b>Total amount by Department</b>						<b>\$ 143.96</b>
<b>075 POLICE DEPT. - INTERGOVERNMENTAL</b>						
149178	10/11/2019	10225	DURAN MATTHEW LAWRENCE	in	HIDTA FISCAL OFFICER SERVICES	5,980.00
149277	10/11/2019	10002	SEDAM PENNY	in	HIDTA FISCAL OFFICER SERVICES	3,891.00
149311	10/11/2019	10001	WEINER JONATHAN M	in	HIDTA DIRECTOR SERVICES	6,990.00
<b>Total amount by Department</b>						<b>\$ 16,861.00</b>
<b>076 POLICE DEPT - PROFESSIONAL STANDARDS</b>						
149139	10/11/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	20.73
<b>Total amount by Department</b>						<b>\$ 20.73</b>

City of Kennewick

Claims Roster

9/28/2019 - 10/11/2019

Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
<b>081 FIRE DEPT. - ADMINISTRATION</b>						
149156	10/11/2019	02481	CI INFORMATION MANAGEMENT CI SUP.	in	SHRED SERVICE	41.56
149163	10/11/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE - STATION 2	26.20
149163	10/11/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE - STATION 1	26.20
149163	10/11/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE - STATION 5	23.58
149163	10/11/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE - STATION 4	24.89
149163	10/11/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE - STATION 3	18.34
149163	10/11/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE - STATION 1	26.20
149163	10/11/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE - STATION 3	18.34
149163	10/11/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE - STATION 5	22.27
149163	10/11/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE - STATION 1	23.58
149163	10/11/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE - STATION 5	19.65
149163	10/11/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE - STATION 4	26.20
149163	10/11/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE - STATION 1	26.20
149163	10/11/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE - STATION 2	26.20
149163	10/11/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE - STATION 3	26.20
149176	10/11/2019	00221	DISCOUNT VAC & SEW	in	VACUUM REPAIR	24.44
149300	10/11/2019	04764	UNITED PARCEL SERVICE	in	SHIPPING	483.94
<b>Total amount by Department</b>						<b>\$ 883.99</b>
<b>082 FIRE DEPT. - SUPPRESSION</b>						
149111	10/11/2019	00552	10TH AVENUE CLEANERS,LLC	in	UNIFORM REPAIR	10.27
149111	10/11/2019	00552	10TH AVENUE CLEANERS,LLC	in	REPAIR JACKET ZIPPER	7.33
149111	10/11/2019	00552	10TH AVENUE CLEANERS,LLC	in	SEW UNIFORM PATCHES	6.12
149111	10/11/2019	00552	10TH AVENUE CLEANERS,LLC	in	DRY CLEANING	4.18
149111	10/11/2019	00552	10TH AVENUE CLEANERS,LLC	in	DRY CLEANING	3.65
149133	10/11/2019	04052	BATTERIES PLUS	in	BATTERIES	130.29
149144	10/11/2019	03059	BROWNING GREG	in	WA-MCR-000282	22.04
149206	10/11/2019	00914	HUTSELL, CHRIS	in	AK-FAS-911319	651.92
149222	10/11/2019	04244	L N CURTIS & SONS	in	WILDLAND COATS	6,077.90
149265	10/11/2019	00957	RANCH & HOME INC	in	STATION BOOTS	20.76
149276	10/11/2019	07872	SEA WESTERN INC	in	CREDIT	-309.51
149276	10/11/2019	07872	SEA WESTERN INC	in	SERVICE & REPAIR	1,041.12
149276	10/11/2019	07872	SEA WESTERN INC	in	STRUCTURE BOOTS	330.80
149300	10/11/2019	04764	UNITED PARCEL SERVICE	in	SHIPPING	9.50
149301	10/11/2019	05807	UPTOWN CLEANERS	in	2019-2020 UNIFORM LAUNDRY SERVICES	22.52
149301	10/11/2019	05807	UPTOWN CLEANERS	in	2019-2020 UNIFORM LAUNDRY SERVICES	29.00
149301	10/11/2019	05807	UPTOWN CLEANERS	in	2019-2020 UNIFORM LAUNDRY SERVICES	17.10

City of Kennebec

Claims Roster

9/28/2019 - 10/11/2019

Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
149301	10/11/2019	05807	UPTOWN CLEANERS	in	2019-2020 UNIFORM LAUNDRY SERVICES	18.53
149301	10/11/2019	05807	UPTOWN CLEANERS	in	2019-2020 UNIFORM LAUNDRY SERVICES	14.54
149301	10/11/2019	05807	UPTOWN CLEANERS	in	2019-2020 UNIFORM LAUNDRY SERVICES	17.11
149301	10/11/2019	05807	UPTOWN CLEANERS	in	2019-2020 UNIFORM LAUNDRY SERVICES	17.39
149301	10/11/2019	05807	UPTOWN CLEANERS	in	2019-2020 UNIFORM LAUNDRY SERVICES	14.54
149301	10/11/2019	05807	UPTOWN CLEANERS	in	2019-2020 UNIFORM LAUNDRY SERVICES	15.11
<b>Total amount by Department</b>						<b>\$ 8,172.21</b>
<b>090 ENGINEERING</b>						
149130	10/11/2019	04636	ASCE MEMBERSHIP	in	ASCE RENEWAL	280.00
149130	10/11/2019	04636	ASCE MEMBERSHIP	in	ASCE RENEWAL	280.00
149130	10/11/2019	04636	ASCE MEMBERSHIP	in	ASCE RENEWAL	280.00
149163	10/11/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE	11.79
149293	10/11/2019	00172	THE TRI-CITY HERALD	in	NOTICE OF PUBLIC HEARING	64.27
149293	10/11/2019	00172	THE TRI-CITY HERALD	in	LEGAL NOTICE	27.19
<b>Total amount by Department</b>						<b>\$ 943.25</b>
<b>101 CORPORATE &amp; COMMUNITY SERVICES</b>						
149116	10/11/2019	00730	ADVANCE TRAVEL EXPENSE	in	REIMBURSE ADVANCE TRAVEL	160.00
149149	10/11/2019	05827	CALIPER MANAGEMENT INC	in	PROFESSIONAL SERVICES	310.00
149227	10/11/2019	09277	LOURDES OCCUPATIONAL HEALTH	in	PROFESSIONAL SERVICES	90.00
149227	10/11/2019	09277	LOURDES OCCUPATIONAL HEALTH	in	PROFESSIONAL SERVICES	90.00
149244	10/11/2019	01030	NAVIA BENEFIT SOLUTIONS CLIENT PAY	in	FLEX PLAN SERVICES	452.35
149254	10/11/2019	06997	OSBORN COREY	in	TRAVEL REIMBURSEMENT	541.13
149287	10/11/2019	08315	STERLING	in	PROFESSIONAL SERVICES	432.22
<b>Total amount by Department</b>						<b>\$ 2,075.70</b>
<b>113 PARKS DEPT.-RECREATION SERVICES</b>						
149116	10/11/2019	00730	ADVANCE TRAVEL EXPENSE	in	REIMBURSE ADVANCE TRAVEL	288.09
149143	10/11/2019	09548	BRICKS 4 KIDZ	in	CONTRACT 005-2019	875.00
149159	10/11/2019	05296	CKJT ARCHITECTS PLLC	in	COMMUNITY CENTER REMODEL	5,875.00
149257	10/11/2019	01174	P B S ENGINEERING & ENVIRONMENTAL	in	ASBESTOS TESTING	672.62
149278	10/11/2019	07253	SENIOR CENTER PETTY CASH	in	PETTY CASH REIMBURSEMENT	10.00
149299	10/11/2019	03883	U R M CASH & CARRY	in	COFFEE	83.88
<b>Total amount by Department</b>						<b>\$ 7,804.59</b>
<b>114 PARKS DEPT.-FACILITIES MAINT.</b>						
149114	10/11/2019	08623	ACE SALES & SERVICE INC	in	EQUIPMENT RENTAL	134.50
149114	10/11/2019	08623	ACE SALES & SERVICE INC	in	EQUIPMENT RENTAL	60.74

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149117	10/11/2019	07364	ADVANCED PROTECTION SERVICES	in	FIRE PANEL MAINTENANCE	536.48
149123	10/11/2019	05911	AMERICAN BUILDING MAINTENANCE	in	JANITORIAL SVC	13,171.46
149124	10/11/2019	05911	AMERICAN BUILDING MAINTENANCE	in	FACILITIES MAINTENANCE	288.00
149128	10/11/2019	03088	APOLLO MECHANICAL CONTRACTORS A	in	FACILITIES MAINTENANCE	1,159.74
149128	10/11/2019	03088	APOLLO MECHANICAL CONTRACTORS A	in	FACILITIES MAINTENANCE	167.08
149128	10/11/2019	03088	APOLLO MECHANICAL CONTRACTORS A	in	HVAC	160.73
149128	10/11/2019	03088	APOLLO MECHANICAL CONTRACTORS A	in	2019 HVAC MAINTENANCE	3,049.47
149132	10/11/2019	00214	BASIN DEPARTMENT STORE	in	UNIFORM ALLOWANCE	134.66
149132	10/11/2019	00214	BASIN DEPARTMENT STORE	in	UNIFORM ALLOWANCE	108.59
149139	10/11/2019	00084	BENTON PUD NO. 1	in	COLUMBIA PARK	2,511.28
149139	10/11/2019	00084	BENTON PUD NO. 1	in	COLUMBIA PARK	45.07
149139	10/11/2019	00084	BENTON PUD NO. 1	in	CITY PARKS	7,337.43
149139	10/11/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	842.60
149139	10/11/2019	00084	BENTON PUD NO. 1	in	CITY PARKS	270.09
149139	10/11/2019	00084	BENTON PUD NO. 1	in	CITY FACILITIES	15,126.26
149146	10/11/2019	00310	BUILDERS FIRSTSOURCE	in	FENCE REPAIR	55.89
149147	10/11/2019	00749	BUILDERS HARDWARE & SUPPLY CO	in	PARTS & SUPPLIES	236.26
149151	10/11/2019	04809	CARBON ONE LLC	in	SUPPLIES	600.00
149163	10/11/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE	70.74
149186	10/11/2019	00166	FARMERS EXCHANGE	in	WEED EATER STRING	34.20
149186	10/11/2019	00166	FARMERS EXCHANGE	in	PARTS & SUPPLIES	409.98
149186	10/11/2019	00166	FARMERS EXCHANGE	in	WEED EATER HEAD	77.08
149186	10/11/2019	00166	FARMERS EXCHANGE	in	WEED EATER HEAD	76.00
149186	10/11/2019	00166	FARMERS EXCHANGE	in	WEED EATER STRING	38.00
149191	10/11/2019	09237	FIKES NORTHWEST CORP	in	AIR FRESHNER SVC	201.88
149198	10/11/2019	01775	GRAINGER	in	FLAGS - 911 MEMORIAL	154.23
149198	10/11/2019	01775	GRAINGER	in	FLAG - 911 MEMORIAL	77.12
149200	10/11/2019	00865	H D FOWLER COMPANY INC	in	IRRIGATION REPAIRS	462.91
149218	10/11/2019	06917	KELLER SUPPLY COMPANY	in	SINK SENSORS	436.41
149218	10/11/2019	06917	KELLER SUPPLY COMPANY	in	PARTS & SUPPLIES	119.07
149218	10/11/2019	06917	KELLER SUPPLY COMPANY	in	PARTS & SUPPLIES	523.38
149220	10/11/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	IRRIGATION REPAIR	140.83
149220	10/11/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	IRRIGATION REPAIR	198.65
149220	10/11/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	IRRIGATION REPAIR	8.60
149220	10/11/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	SUPPLIES	16.91
149220	10/11/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	ELECTRICAL PARTS	15.94
149220	10/11/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	LOCK TIMERS	375.86

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149220	10/11/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	IRRIGATION REPAIR	6.08
149220	10/11/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	IRRIGATION REPAIR	12.78
149220	10/11/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	TOOLS	6.80
149220	10/11/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	IRRIGATION REPAIR	20.81
149220	10/11/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	IRRIGATION PUMP REPAIR	44.99
149220	10/11/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	IRRIGATION REPAIR	5.91
149220	10/11/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	PARTS & SUPPLIES	8.15
149220	10/11/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	IRRIGATION REPAIR	10.91
149223	10/11/2019	08442	LANGSTON-BULTENA JOEY	in	UNIFORM ALLOWANCE	86.88
149240	10/11/2019	05112	MOON SECURITY SERVICES, INC	in	FACILITY MAINTENANCE	135.76
149240	10/11/2019	05112	MOON SECURITY SERVICES, INC	in	FACILITY MAINTENANCE	135.76
149240	10/11/2019	05112	MOON SECURITY SERVICES, INC	in	CITY HALL - 112317	44.53
149240	10/11/2019	05112	MOON SECURITY SERVICES, INC	in	KPD - 11305	79.82
149240	10/11/2019	05112	MOON SECURITY SERVICES, INC	in	FROST- 119529	38.02
149240	10/11/2019	05112	MOON SECURITY SERVICES, INC	in	SOUTHRIDGE -17229	76.02
149240	10/11/2019	05112	MOON SECURITY SERVICES, INC	in	FIRE - 27578	41.27
149240	10/11/2019	05112	MOON SECURITY SERVICES, INC	in	COLUMBIA PARK GOLF - 34879	75.97
149240	10/11/2019	05112	MOON SECURITY SERVICES, INC	in	KENNEWICK FIRE STATION #4 - FIR2620	76.02
149241	10/11/2019	06624	MOUNT'S LOCK, KEY & ENGRAVING INC	in	STORAGE ROOM LOCK	16.22
149243	10/11/2019	08875	NAPA PASCO AUTO PARTS	in	BATTERY & CHARGER	109.34
149255	10/11/2019	05262	OVERHEAD DOOR COMPANY OF TRI-CIT	in	DOOR MAINTENANCE	293.22
149256	10/11/2019	00917	OXARC, INC.	in	ANNUAL INSPECTION	153.56
149256	10/11/2019	00917	OXARC, INC.	in	ANNUAL INSPECTION	130.05
149256	10/11/2019	00917	OXARC, INC.	in	ANNUAL INSPECTION	317.38
149256	10/11/2019	00917	OXARC, INC.	in	ANNUAL INSPECTION	123.80
149256	10/11/2019	00917	OXARC, INC.	in	ANNUAL INSPECTION	133.31
149256	10/11/2019	00917	OXARC, INC.	in	ANNUAL INSPECTION	97.74
149256	10/11/2019	00917	OXARC, INC.	in	ANNUAL INSPECTION	150.95
149256	10/11/2019	00917	OXARC, INC.	in	ANNUAL INSPECTION	381.19
149256	10/11/2019	00917	OXARC, INC.	in	CYLINDER RENTAL	62.81
149260	10/11/2019	00329	PLATT ELECTRIC SUPPLY COMPANY REX	in	PARTS & SUPPLIES	36.27
149260	10/11/2019	00329	PLATT ELECTRIC SUPPLY COMPANY REX	in	LIGHT REPAIR	339.05
149260	10/11/2019	00329	PLATT ELECTRIC SUPPLY COMPANY REX	in	ELECTRICAL TESTING	26.06
149260	10/11/2019	00329	PLATT ELECTRIC SUPPLY COMPANY REX	in	PARTS & SUPPLIES	160.26
149260	10/11/2019	00329	PLATT ELECTRIC SUPPLY COMPANY REX	in	LIGHT REPAIR	49.34
149260	10/11/2019	00329	PLATT ELECTRIC SUPPLY COMPANY REX	in	LIGHT REPAIR	168.66
149260	10/11/2019	00329	PLATT ELECTRIC SUPPLY COMPANY REX	in	LIGHT BULBS	188.12

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149265	10/11/2019	00957	RANCH & HOME INC	in	GROOMER BOLTS	18.68
149265	10/11/2019	00957	RANCH & HOME INC	in	IRRIGATION REPAIR	11.45
149265	10/11/2019	00957	RANCH & HOME INC	in	VANDALISM REPAIR	21.70
149265	10/11/2019	00957	RANCH & HOME INC	in	PARTS & SUPPLIES	1.93
149265	10/11/2019	00957	RANCH & HOME INC	in	PAINT	10.84
149279	10/11/2019	00817	SENSKE LAWN & TREE CARE INC	in	CONTRACT 18-040	3,518.41
149279	10/11/2019	00817	SENSKE LAWN & TREE CARE INC	in	CONTRACT 18-040	1,830.15
149281	10/11/2019	07555	SHERWIN-WILLIAMS COMPANY	in	PAINT	360.77
149281	10/11/2019	07555	SHERWIN-WILLIAMS COMPANY	in	PAINT	360.77
149281	10/11/2019	07555	SHERWIN-WILLIAMS COMPANY	in	GRAFFITTI PAINT	106.78
149294	10/11/2019	05945	THYSSENKRUPP ELEVATOR CORP	in	ELEVATOR MAINTENANCE	48.84
149302	10/11/2019	03564	US LINEN AND UNIFORM	in	LINEN SERVICE	135.62
149308	10/11/2019	01035	WASHINGTON HARDWARE AND FURNITURE	in	SUPPLIES	54.28
149308	10/11/2019	01035	WASHINGTON HARDWARE AND FURNITURE	in	SUPPLIES	21.69
149308	10/11/2019	01035	WASHINGTON HARDWARE AND FURNITURE	in	TOOLS	27.10
149308	10/11/2019	01035	WASHINGTON HARDWARE AND FURNITURE	in	ART HANGERS	10.36
149308	10/11/2019	01035	WASHINGTON HARDWARE AND FURNITURE	in	PARTS & SUPPLIES	15.13
149308	10/11/2019	01035	WASHINGTON HARDWARE AND FURNITURE	in	GATE REPAIR	21.11
149312	10/11/2019	01755	WILBUR-ELLIS COMPANY	in	WILGRO-AUTUMN ELITE	13,791.76
<b>Total amount by Department</b>						<b>\$ 73,645.30</b>
<b>120 NON-DEPARTMENTAL</b>						
149123	10/11/2019	05911	AMERICAN BUILDING MAINTENANCE	in	JANITORIAL SVC	4,590.86
149128	10/11/2019	03088	APOLLO MECHANICAL CONTRACTORS A	in	FACILITIES MAINTENANCE	120.55
149128	10/11/2019	03088	APOLLO MECHANICAL CONTRACTORS A	in	2019 HVAC MAINTENANCE	247.61
149135	10/11/2019	08297	BENTON CO COMMISSIONERS	in	DIST COURT/OPD BILLINGS	75,095.81
149139	10/11/2019	00084	BENTON PUD NO. 1	in	CITY FACILITIES	4,349.72
149147	10/11/2019	00749	BUILDERS HARDWARE & SUPPLY CO	in	DOOR REPAIR	121.10
149233	10/11/2019	08208	MCBRIDE PUBLIC AFFAIRS LLC THOMAS	in	LOBBYIST EXPENSES	4,120.00
149240	10/11/2019	05112	MOON SECURITY SERVICES, INC	in	MCL - 113129	44.53
149256	10/11/2019	00917	OXARC, INC.	in	ANNUAL INSPECTION	58.64
<b>Total amount by Department</b>						<b>\$ 88,748.82</b>
<b>Total amount by Fund</b>						<b>\$ 230,292.69</b>
<b>101 STREET FUND</b>						
<b>010 STREETS</b>						
149116	10/11/2019	00730	ADVANCE TRAVEL EXPENSE	in	REIMBURSE ADVANCE TRAVEL	220.00

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149119	10/11/2019	09968	AG SPRAY EQUIPMENT FIMCO INC	in	PARTS - DE-ICER	85.64
149129	10/11/2019	02181	ARROW CONSTRUCTION SUPPLY INC	in	COLD MIX	2,303.71
149129	10/11/2019	02181	ARROW CONSTRUCTION SUPPLY INC	in	COLD MIX	2,297.63
149132	10/11/2019	00214	BASIN DEPARTMENT STORE	in	UNIFORM ALLOWANCE	157.46
149155	10/11/2019	05050	CENTRAL HOSE & FITTINGS INC	in	PARTS - DE-ICER	480.75
149155	10/11/2019	05050	CENTRAL HOSE & FITTINGS INC	in	EQUIPMENT PARTS	73.76
149207	10/11/2019	00113	INLAND ASPHALT COMPANY CPM DEVEI	in	TACK OIL	357.73
149207	10/11/2019	00113	INLAND ASPHALT COMPANY CPM DEVEI	in	HOT MIX	876.02
149207	10/11/2019	00113	INLAND ASPHALT COMPANY CPM DEVEI	in	CONTRACT P1911-19	8,520.00
149219	10/11/2019	05148	KELLEY'S TELE-COMMUNICATIONS	in	ANSWERING SERVICE	63.82
149220	10/11/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	PARTS - DE-ICER	236.13
149220	10/11/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	PARTS - DE-ICER	53.03
<b>Total amount by Department</b>						<b>\$ 15,725.68</b>
<b>020 TRAFFIC</b>						
149118	10/11/2019	08615	ADVANCED TRAFFIC PRODUCTS INC	in	PARTS	208.89
149139	10/11/2019	00084	BENTON PUD NO. 1	in	SIGNALS	3,754.28
149139	10/11/2019	00084	BENTON PUD NO. 1	in	CITY FACILITIES	37.80
149139	10/11/2019	00084	BENTON PUD NO. 1	in	FLASHERS	236.48
149139	10/11/2019	00084	BENTON PUD NO. 1	in	STREET LIGHTS	16,650.41
149163	10/11/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE	58.95
149219	10/11/2019	05148	KELLEY'S TELE-COMMUNICATIONS	in	ANSWERING SERVICE	63.82
149220	10/11/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	PARTS & SUPPLIES	195.77
149264	10/11/2019	01817	RADIO SERVICE COMPANY INC	in	MAINTENANCE CHARGES	55.19
149265	10/11/2019	00957	RANCH & HOME INC	in	PARTS & SUPPLIES	7.15
149282	10/11/2019	00680	SIERRA ELECTRIC, INC.	in	CONTRACT 16-013	92.31
149282	10/11/2019	00680	SIERRA ELECTRIC, INC.	in	CONTRACT 16-013	511.51
149288	10/11/2019	02430	STONEWAY ELECTRIC SUPPLY	in	DUCT SEAL	9.58
<b>Total amount by Department</b>						<b>\$ 21,882.14</b>
<b>Total amount by Fund</b>						<b>\$ 37,607.82</b>
<b>102 ARTERIAL STREET FUND</b>						
<b>010 ARTERIAL STREET FUND</b>						
149207	10/11/2019	00113	INLAND ASPHALT COMPANY CPM DEVEI	in	CONTRACT P1911-19	240,754.83
149208	10/11/2019	00529	INTERMOUNTAIN MATERIAL TESTING	in	TESTING SERVICES - P1911	3,626.00
<b>Total amount by Department</b>						<b>\$ 244,380.83</b>

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<b>Total amount by Fund</b>					<b>\$ 244,380.83</b>
<b>103 URBAN ARTERIAL STREET FUND</b>					
<b>010 REIMBURSEABLE GRANTS</b>					
149131	10/11/2019	01280	AUBLE, JOLICOEUR & GENTRY, INC DBA	in EASEMENT UPDATES	1,750.00
149173	10/11/2019	00867	DAVID EVANS & ASSOCIATES, INC.	in CONSULTANT SERVICES	225,116.15
149207	10/11/2019	00113	INLAND ASPHALT COMPANY CPM DEVEI	in CONTRACT P1823-19	606,888.90
149208	10/11/2019	00529	INTERMOUNTAIN MATERIAL TESTING	in TESTING SERVICES - P1906	219.50
149262	10/11/2019	04920	PREMIER EXCAVATION INC	in CONTRACT P1309-18	-5,604.10
149266	10/11/2019	03569	RAY POLAND AND SONS INC	in CONTRACT P1906-19	152,716.09
149305	10/11/2019	07477	WA STATE DEPT TRANSPORTATION	in GCB AGREEMENT - P1402	7,787.32
149305	10/11/2019	07477	WA STATE DEPT TRANSPORTATION	in CONSTRUCTON ENGINEERING	256.54
<b>Total amount by Department</b>					<b>\$ 989,130.40</b>
<b>Total amount by Fund</b>					<b>\$ 989,130.40</b>
<b>106 BI-PIN OPERATIONS FUND</b>					
<b>010 BI-PIN OPERATIONS FUND</b>					
149292	10/11/2019	00008	TELCO WIRING & REPAIR INC	in BROADBAND SERVICE	270.00
<b>Total amount by Department</b>					<b>\$ 270.00</b>
<b>Total amount by Fund</b>					<b>\$ 270.00</b>
<b>107 COMMUNITY DEVELOPMENT FUND</b>					
<b>030 CURRENT PROGRAM YEAR</b>					
149184	10/11/2019	01631	EVANS, CAROL	in TRAVEL REIMBURSEMENT	467.06
149259	10/11/2019	06654	PIPER ALISHA	in TRAVEL REIMBURSEMENT	479.72
149293	10/11/2019	00172	THE TRI-CITY HERALD	in DISPLAY AD	275.00
<b>Total amount by Department</b>					<b>\$ 1,221.78</b>
<b>040 HOME</b>					
149158	10/11/2019	00100	CITY OF RICHLAND	in CONSULTING FEES	7,063.05
<b>Total amount by Department</b>					<b>\$ 7,063.05</b>
<b>330 INTERGOVERNMENTAL REVENUE</b>					
149158	10/11/2019	00100	CITY OF RICHLAND	in HOME PAYOFF	7,000.00
<b>Total amount by Department</b>					<b>\$ 7,000.00</b>
<b>Total amount by Fund</b>					<b>\$ 15,284.83</b>

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<b>116 LODGING TAX FUND</b>					
<b>010 LODGING TAX FUND</b>					
149295	10/11/2019	00176	TRI-CITIES VISITOR & CONVENTION BUF	in CONTRACT DUES 2019	22,092.00
<b>Total amount by Department</b>					<b>\$ 22,092.00</b>
<b>Total amount by Fund</b>					<b>\$ 22,092.00</b>
<b>117 CRIMINAL JUSTICE SALES TAX FUND</b>					
<b>010 CRIMINAL JUSTICE SALES TAX FUND</b>					
149274	10/11/2019	10226	SANGUINO LAURENCIO	in MILEAGE REIMBURSEMENT	504.89
<b>Total amount by Department</b>					<b>\$ 504.89</b>
<b>Total amount by Fund</b>					<b>\$ 504.89</b>
<b>300 CAPITAL IMPROVEMENTS FUND</b>					
<b>010 STREET IMPROVEMENTS</b>					
149122	10/11/2019	09403	ALLSTAR CONSTRUCTION GROUP,INC	in CONTRACT P1903-19	54,340.76
149194	10/11/2019	02696	GAMETIME C/O SITELINES PARK & PLAY	in PLAYGROUND OF DREAMS	9,696.96
149207	10/11/2019	00113	INLAND ASPHALT COMPANY CPM DEVEI	in CONTRACT P1911-19	19,400.00
149238	10/11/2019	09992	MIOVISION TECHNOLOGIES INC	in TRAFFIC DATA	118.00
149266	10/11/2019	03569	RAY POLAND AND SONS INC	in CONTRACT P1825-19	97,902.50
149293	10/11/2019	00172	THE TRI-CITY HERALD	in INVITATION TO BID	271.96
<b>Total amount by Department</b>					<b>\$ 181,730.18</b>
<b>020 LAND AND FACILITIES</b>					
149257	10/11/2019	01174	P B S ENGINEERING & ENVIRONMENTAL	in ASBESTOS TESTING	672.62
149279	10/11/2019	00817	SENSKE LAWN & TREE CARE INC	in PARKS MAINTENANCE	6,385.68
149279	10/11/2019	00817	SENSKE LAWN & TREE CARE INC	in PARKS MAINTENANCE	5,538.60
149279	10/11/2019	00817	SENSKE LAWN & TREE CARE INC	in PARKS MAINTENANCE	2,872.47
149279	10/11/2019	00817	SENSKE LAWN & TREE CARE INC	in PARKS MAINTENANCE	868.80
149279	10/11/2019	00817	SENSKE LAWN & TREE CARE INC	in PARKS MAINTENANCE	5,022.75
149279	10/11/2019	00817	SENSKE LAWN & TREE CARE INC	in PARKS MAINTENANCE	434.40
149279	10/11/2019	00817	SENSKE LAWN & TREE CARE INC	in CONTRACT 18-040	2,903.20
<b>Total amount by Department</b>					<b>\$ 24,698.52</b>
<b>040 PARK RESERVE</b>					
149316	10/11/2019	04505	WMS AQUATICS WM SMITH ASSOCIATES	in SUPPLIES	2,465.13
<b>Total amount by Department</b>					<b>\$ 2,465.13</b>
<b>075 GO BOND 2017</b>					

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Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
149120	10/11/2019	10058	ALLIANCE MANAGEMENT & CONSTRU	in	CONSTRUCTION MANAGEMENT	5,340.00
149291	10/11/2019	07079	TCA ARCHITECTURE PLANNING INC	in	DESIGN SERVICES	23,450.98
<b>Total amount by Department</b>						<b>\$ 28,790.98</b>
<b>Total amount by Fund</b>						<b>\$ 237,684.81</b>
<b>401 WATER AND SEWER FUND</b>						
149146	10/11/2019	00310	BUILDERS FIRSTSOURCE	in	CEDAR FENCE	15.03
149190	10/11/2019	00086	FERGUSON ENTERPRISES INC	in	INVENTORY	7,027.51
149200	10/11/2019	00865	H D FOWLER COMPANY INC	in	INVENTORY	1,974.74
<b>Total amount by Department</b>						<b>\$ 9,017.28</b>
<b>010 WATER/SEWER OPERATIONS</b>						
149121	10/11/2019	06567	ALLIED ELECTRONICS INC	in	PARTS & SUPPLIES	24.79
149125	10/11/2019	02396	AMERICAN ROCK PRODUCTS INC.	in	DRAIN ROCK	103.20
149126	10/11/2019	07400	ANALYTICAL SERVICES INC	in	LAB SERVICES	215.00
149127	10/11/2019	00799	APEX CONTRACTING	in	RETAINAGE	750.00
149127	10/11/2019	00799	APEX CONTRACTING	in	RETAINAGE	310.00
149128	10/11/2019	03088	APOLLO MECHANICAL CONTRACTORS A	in	FACILITIES MAINTENANCE	241.09
149128	10/11/2019	03088	APOLLO MECHANICAL CONTRACTORS A	in	HVAC	1,286.50
149128	10/11/2019	03088	APOLLO MECHANICAL CONTRACTORS A	in	HVAC	907.91
149128	10/11/2019	03088	APOLLO MECHANICAL CONTRACTORS A	in	2019 HVAC MAINTENANCE	700.49
149132	10/11/2019	00214	BASIN DEPARTMENT STORE	in	UNIFORM ALLOWANCE	43.97
149132	10/11/2019	00214	BASIN DEPARTMENT STORE	in	UNIFORM ALLOWANCE	48.86
149132	10/11/2019	00214	BASIN DEPARTMENT STORE	in	UNIFORM ALLOWANCE	157.46
149132	10/11/2019	00214	BASIN DEPARTMENT STORE	in	UNIFORM ALLOWANCE	108.59
149132	10/11/2019	00214	BASIN DEPARTMENT STORE	in	UNIFORM ALLOWANCE	108.59
149132	10/11/2019	00214	BASIN DEPARTMENT STORE	in	UNIFORM ALLOWANCE	108.59
149132	10/11/2019	00214	BASIN DEPARTMENT STORE	in	UNIFORM ALLOWANCE	119.45
149133	10/11/2019	04052	BATTERIES PLUS	in	BACK UPS PRO	162.85
149133	10/11/2019	04052	BATTERIES PLUS	in	BATTERY BACK-UPS	117.23
149134	10/11/2019	03707	BAXTER AUTO PARTS	in	PARTS & SUPPLIES	7.36
149138	10/11/2019	00093	BENTON FRANKLIN DISTRICT HEALTH	in	LAB TESTING	450.00
149139	10/11/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	40,402.49
149139	10/11/2019	00084	BENTON PUD NO. 1	in	SEWER LIFT STATIONS	5,294.52
149139	10/11/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	26,469.77
149139	10/11/2019	00084	BENTON PUD NO. 1	in	CITY PARKS	14,736.05

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149139	10/11/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	329.61
149139	10/11/2019	00084	BENTON PUD NO. 1	in	WATER FILTRATION	20,255.77
149148	10/11/2019	07832	C&E TRENCHING LLC	in	CONTRACT P1920-19	6,058.53
149155	10/11/2019	05050	CENTRAL HOSE & FITTINGS INC	in	SUPPLIES	64.26
149163	10/11/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE	94.32
149165	10/11/2019	06389	COLUMBIA ELECTRIC SUPPLY	in	LIGHT FIXTURES PLUGS	31.05
149181	10/11/2019	09032	ENDRESS + HAUSER INC	in	LEVEL TRANSDUCER	1,011.92
149186	10/11/2019	00166	FARMERS EXCHANGE	in	SUPPLIES	28.93
149189	10/11/2019	04147	FEDEX	in	SHIPPING	144.20
149191	10/11/2019	09237	FIKES NORTHWEST CORP	in	AIR FRESHNER SVC	19.17
149198	10/11/2019	01775	GRAINGER	in	LIGHT -LOCATE TRUCK	204.54
149198	10/11/2019	01775	GRAINGER	in	LAB SUPPLIES	69.00
149208	10/11/2019	00529	INTERMOUNTAIN MATERIAL TESTING	in	TESTING SERVICES - P1920	219.50
149210	10/11/2019	06486	ITRON, INC.	in	UPGRADE MAINT FEE	542.13
149219	10/11/2019	05148	KELLEY'S TELE-COMMUNICATIONS	in	ANSWERING SERVICE	63.66
149220	10/11/2019	00078	KENNEBICK INDUSTRIAL & ELEC	in	PARTS & SUPPLIES	193.68
149220	10/11/2019	00078	KENNEBICK INDUSTRIAL & ELEC	in	CREDIT	-193.68
149231	10/11/2019	10207	MATERIALS TESTING & INSPECTION	in	TESTING SERVICES - P1920	281.25
149236	10/11/2019	10095	MENDENHALL PAT	in	UNIFORM ALLOWANCE	238.90
149240	10/11/2019	05112	MOON SECURITY SERVICES, INC	in	WFP - 10128	41.27
149240	10/11/2019	05112	MOON SECURITY SERVICES, INC	in	SCADA - DAK0001	31.50
149242	10/11/2019	01290	N C L OF WISCONSIN, INC.	in	LAB SUPPLIES	77.37
149246	10/11/2019	04466	NORTHSTAR CHEMICAL INC	in	PHOSPHORIC ACID	4,188.75
149256	10/11/2019	00917	OXARC, INC.	in	ANNUAL INSPECTION	240.01
149256	10/11/2019	00917	OXARC, INC.	in	ANNUAL INSPECTION	171.05
149256	10/11/2019	00917	OXARC, INC.	in	ANNUAL INSPECTION	497.93
149260	10/11/2019	00329	PLATT ELECTRIC SUPPLY COMPANY REX	in	PARTS & SUPPLIES	161.98
149260	10/11/2019	00329	PLATT ELECTRIC SUPPLY COMPANY REX	in	LED LIGHTS	112.43
149262	10/11/2019	04920	PREMIER EXCAVATION INC	in	CONTRACT P1309-18	14,986.80
149264	10/11/2019	01817	RADIO SERVICE COMPANY INC	in	MAINTENANCE CHARGES	56.86
149282	10/11/2019	00680	SIERRA ELECTRIC, INC.	in	CONTRACT 16-021	245.72
149282	10/11/2019	00680	SIERRA ELECTRIC, INC.	in	CONTRACT 16-021	195.85
149282	10/11/2019	00680	SIERRA ELECTRIC, INC.	in	CONTRACT 16-021	926.51
149282	10/11/2019	00680	SIERRA ELECTRIC, INC.	in	CONTRACT 16-021	138.47
149288	10/11/2019	02430	STONEWAY ELECTRIC SUPPLY	in	LED LIGHTS	182.45
149289	10/11/2019	06864	TAPANI INC	in	CONTRACT P1606-18	194,749.01
149298	10/11/2019	00017	TWIN CITY METALS INC	in	METAL	2.90

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149300	10/11/2019	04764	UNITED PARCEL SERVICE	in	SHIPPING	7.63
149302	10/11/2019	03564	US LINEN AND UNIFORM	in	LINEN SERVICE	48.87
149303	10/11/2019	00030	VERIZON NORTHWEST	in	AIR CARD FOR CAMERA PROJECT	50.04
149306	10/11/2019	01090	WA STATE DEPT TRANSPORTATION SOUT	in	INSPECTION - P1606	8,599.48
<b>Total amount by Department</b>						<b>\$ 348,244.38</b>
<b>030 SEWER AREA CHARGE</b>						
149166	10/11/2019	00498	COLUMBIA PUMPING/CONSTRUCTION	in	C3916 - GREEN HOUSE	21,406.06
149202	10/11/2019	02708	HERC RENTALS INC HERTZ EQUIPMENT	in	EQUIPMENT RENTAL	518.02
<b>Total amount by Department</b>						<b>\$ 21,924.08</b>
<b>Total amount by Fund</b>						<b>\$ 379,185.74</b>
<b>402 MEDICAL SERVICES FUND</b>						
<b>010 MEDICAL SERVICES</b>						
149111	10/11/2019	00552	10TH AVENUE CLEANERS,LLC	in	UNIFORM REPAIR	58.20
149111	10/11/2019	00552	10TH AVENUE CLEANERS,LLC	in	REPAIR JACKET ZIPPER	41.54
149111	10/11/2019	00552	10TH AVENUE CLEANERS,LLC	in	SEW UNIFORM PATCHES	34.61
149111	10/11/2019	00552	10TH AVENUE CLEANERS,LLC	in	DRY CLEANING	23.68
149111	10/11/2019	00552	10TH AVENUE CLEANERS,LLC	in	DRY CLEANING	20.68
149142	10/11/2019	03495	BOUND TREE MEDICAL LLC	in	MEDICAL SUPPLIES	685.22
149142	10/11/2019	03495	BOUND TREE MEDICAL LLC	in	IV SUPPLIES	195.48
149152	10/11/2019	07715	CARDINAL HEALTH 411, INC	in	MEDICATIONS	1,276.79
149152	10/11/2019	07715	CARDINAL HEALTH 411, INC	in	MEDICATION	42.11
149152	10/11/2019	07715	CARDINAL HEALTH 411, INC	in	MEDICATION	83.04
149156	10/11/2019	02481	CI INFORMATION MANAGEMENT CI SUP	in	SHRED SERVICE	20.78
149156	10/11/2019	02481	CI INFORMATION MANAGEMENT CI SUP	in	SHRED SERVICE	41.56
149163	10/11/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE - STATION 2	26.20
149163	10/11/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE - STATION 1	26.20
149163	10/11/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE - STATION 5	23.58
149163	10/11/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE - STATION 4	24.89
149163	10/11/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE - STATION 3	18.34
149163	10/11/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE - STATION 1	26.20
149163	10/11/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE - STATION 3	18.34
149163	10/11/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE - STATION 5	22.27
149163	10/11/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE - STATION 1	23.58
149163	10/11/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE - STATION 5	19.65
149163	10/11/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE - STATION 4	26.20

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149163	10/11/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE - STATION 1	26.20
149163	10/11/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE - STATION 2	26.20
149163	10/11/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE - STATION 3	26.20
149176	10/11/2019	00221	DISCOUNT VAC & SEW	in	VACUUM REPAIR	24.43
149225	10/11/2019	08868	LIFE-ASSIST	in	MEDICAL SUPPLIES	1,450.79
149234	10/11/2019	01676	MEDLINE INDUSTRIES INC	in	CREDIT	-382.48
149234	10/11/2019	01676	MEDLINE INDUSTRIES INC	in	CREDIT	-89.17
149234	10/11/2019	01676	MEDLINE INDUSTRIES INC	in	IV SUPPLIES	658.25
149234	10/11/2019	01676	MEDLINE INDUSTRIES INC	in	IV SUPPLIES	642.65
149235	10/11/2019	01206	MED-TECH RESOURCE INC	in	MEDICAL SUPPLIES	259.80
149245	10/11/2019	05532	NORCO, INC.	in	MEDICAL GASSES	22.89
149245	10/11/2019	05532	NORCO, INC.	in	MEDICAL GASSES	22.15
149250	10/11/2019	09789	OFFICE ALLY INC	in	NON-PARTICIPATING CLAIMS FEE	35.00
149256	10/11/2019	00917	OXARC, INC.	in	OXYGEN	37.87
149256	10/11/2019	00917	OXARC, INC.	in	OXYGEN	45.95
149256	10/11/2019	00917	OXARC, INC.	in	CYLINDER RENTAL	181.36
149265	10/11/2019	00957	RANCH & HOME INC	in	STATION BOOTS	117.69
149301	10/11/2019	05807	UPTOWN CLEANERS	in	2019-2020 UNIFORM LAUNDRY SERVICES	127.62
149301	10/11/2019	05807	UPTOWN CLEANERS	in	2019-2020 UNIFORM LAUNDRY SERVICES	164.31
149301	10/11/2019	05807	UPTOWN CLEANERS	in	2019-2020 UNIFORM LAUNDRY SERVICES	96.93
149301	10/11/2019	05807	UPTOWN CLEANERS	in	2019-2020 UNIFORM LAUNDRY SERVICES	105.00
149301	10/11/2019	05807	UPTOWN CLEANERS	in	2019-2020 UNIFORM LAUNDRY SERVICES	82.39
149301	10/11/2019	05807	UPTOWN CLEANERS	in	2019-2020 UNIFORM LAUNDRY SERVICES	96.92
149301	10/11/2019	05807	UPTOWN CLEANERS	in	2019-2020 UNIFORM LAUNDRY SERVICES	98.54
149301	10/11/2019	05807	UPTOWN CLEANERS	in	2019-2020 UNIFORM LAUNDRY SERVICES	82.39
149301	10/11/2019	05807	UPTOWN CLEANERS	in	2019-2020 UNIFORM LAUNDRY SERVICES	85.62
149317	10/11/2019	06869	ZOLL MEDICAL CORPORATION	in	MEDICAL SUPPLIES	128.23
<b>Total amount by Department</b>						<b>\$ 6,952.87</b>
<b>Total amount by Fund</b>						<b>\$ 6,952.87</b>
<b>403 BUILDING SAFETY FUND</b>						
<b>010 BUILDING SAFETY</b>						
149116	10/11/2019	00730	ADVANCE TRAVEL EXPENSE	in	REIMBURSE ADVANCE TRAVEL	310.00
<b>Total amount by Department</b>						<b>\$ 310.00</b>
<b>Total amount by Fund</b>						<b>\$ 310.00</b>
<b>404 COLISEUM FUND</b>						

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<b>010 COLISEUM</b>						
149120	10/11/2019	10058	ALLIANCE MANAGEMENT & CONSTRU	in	TOYOTA CENTER	3,000.00
149216	10/11/2019	03349	KCDA PURCHASING COOPERATIVE	in	TOYOTA CENTER	80,154.89
149217	10/11/2019	09627	KDA ARCHITECTURE INC	in	CONTRACT 18-025	1,175.00
149249	10/11/2019	04341	O'BRIEN CONSTRUCTION	in	CONTRACT 18-042	151,184.99
149249	10/11/2019	04341	O'BRIEN CONSTRUCTION	in	CONTRACT 18-042	23,665.44
<b>Total amount by Department</b>						<b>\$ 259,180.32</b>
<b>Total amount by Fund</b>						<b>\$ 259,180.32</b>
<b>405 STORMWATER UTILITY FUND</b>						
<b>010 STORMWATER</b>						
149190	10/11/2019	00086	FERGUSON ENTERPRISES INC	in	HYDRANT KEY	70.48
149203	10/11/2019	08572	HIGH DESERT MAINTENANCE INC	in	SWEEPER PARTS	797.30
149264	10/11/2019	01817	RADIO SERVICE COMPANY INC	in	MAINTENANCE CHARGES	55.19
149267	10/11/2019	00366	REESE CONCRETE PRODUCTS MFG INC	in	MANHOLE COVERS	358.38
149293	10/11/2019	00172	THE TRI-CITY HERALD	in	LEGAL NOTICE	24.15
<b>Total amount by Department</b>						<b>\$ 1,305.50</b>
<b>Total amount by Fund</b>						<b>\$ 1,305.50</b>
<b>406 COLUMBIA PARK GOLF COURSE FUND</b>						
<b>010 COLUMBIA PARK GOLF COURSE</b>						
149190	10/11/2019	00086	FERGUSON ENTERPRISES INC	in	PARTS & SUPPLIES	938.22
149198	10/11/2019	01775	GRAINGER	in	SECURITY GATE	180.40
149226	10/11/2019	10363	LOREN AUSTIN WELDING AND MFG	in	MOBILE WELDING	1,221.75
149228	10/11/2019	03154	M & M BOLT COMPANY, LLC	in	PARTS & SUPPLIES	135.20
149292	10/11/2019	00008	TELCO WIRING & REPAIR INC	in	BROADBAND SERVICE	115.00
<b>Total amount by Department</b>						<b>\$ 2,590.57</b>
<b>Total amount by Fund</b>						<b>\$ 2,590.57</b>
<b>501 EQUIPMENT RENTAL FUND</b>						
149112	10/11/2019	07809	A-1 INDUSTRIAL SUPPLY LLC	in	INVENTORY	213.36
149157	10/11/2019	05727	CITI COSTCO ANYWHERE VISA	in	PIPE ASSEMBLY FUEL	43.40
149160	10/11/2019	05777	CLEARWATER NAPA	in	INVENTORY	198.47
149160	10/11/2019	05777	CLEARWATER NAPA	in	INVENTORY	237.80
149167	10/11/2019	08852	COMMERCIAL TIRE	in	TIRE INVENTORY	269.90

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149167	10/11/2019	08852	COMMERCIAL TIRE	in	TIRE INVENTORY	1,880.43
149186	10/11/2019	00166	FARMERS EXCHANGE	in	INVENTORY	152.04
149186	10/11/2019	00166	FARMERS EXCHANGE	in	INVENTORY	97.74
149186	10/11/2019	00166	FARMERS EXCHANGE	in	BLADE SHARPENING	97.74
149243	10/11/2019	08875	NAPA PASCO AUTO PARTS	in	INVENTORY	210.83
149243	10/11/2019	08875	NAPA PASCO AUTO PARTS	in	INVENTORY	349.61
149243	10/11/2019	08875	NAPA PASCO AUTO PARTS	in	INVENTORY	12.05
149285	10/11/2019	00247	SS EQUIPMENT PASCO NEW HOLLAND	in	BLADES	397.61
<b>Total amount by Department</b>						<b>\$ 4,160.98</b>
<b>010 EQUIPMENT RENTAL</b>						
149132	10/11/2019	00214	BASIN DEPARTMENT STORE	in	UNIFORM ALLOWANCE	232.40
149132	10/11/2019	00214	BASIN DEPARTMENT STORE	in	UNIFORM ALLOWANCE	108.59
149134	10/11/2019	03707	BAXTER AUTO PARTS	in	CANISTER - VEH 5707	55.82
149134	10/11/2019	03707	BAXTER AUTO PARTS	in	CANISTER - VEH 5707	36.86
149134	10/11/2019	03707	BAXTER AUTO PARTS	in	STARTER - VEH 5707	117.05
149134	10/11/2019	03707	BAXTER AUTO PARTS	in	CREDIT - VEH 5707	-29.32
149150	10/11/2019	09942	CAMPING WORLD RV SALES FOLEY RV C	in	REPAIR - VEH 4612	304.08
149153	10/11/2019	03527	CASADAY BEE-LINE SERVICE & TOWING	in	ALIGNMENT - VEH 5702	61.40
149153	10/11/2019	03527	CASADAY BEE-LINE SERVICE & TOWING	in	ALIGNMENT - VEH 0305	61.40
149155	10/11/2019	05050	CENTRAL HOSE & FITTINGS INC	in	PARTS - FLEET MAINT	2.61
149162	10/11/2019	01310	COLEMAN OIL COMPANY	in	COLUMBIA PARK MOWER FUEL	577.33
149162	10/11/2019	01310	COLEMAN OIL COMPANY	in	FLEETWIDE FUEL ACCT #0870469	21,102.61
149167	10/11/2019	08852	COMMERCIAL TIRE	in	TIRE REPAIR - VEH 0094	250.27
149170	10/11/2019	07868	CORWIN FORD - TRI CITIES	in	PARTS & SERVICE - VEH 5006	342.37
149180	10/11/2019	08581	ELLIOTT STEVE	in	UNIFORM ALLOWANCE	84.71
149182	10/11/2019	09818	ENVIRO-CLEAN EQUIPMENT INC	in	PARTS - VEH 4612	1,087.42
149183	10/11/2019	10299	ENVIRONMENTAL PRODUCTS AND ACCE	in	HOSE PARTS - VEH 5520	1,034.48
149186	10/11/2019	00166	FARMERS EXCHANGE	in	PARTS & LABOR - VEH 3523	1,418.40
149186	10/11/2019	00166	FARMERS EXCHANGE	in	REPAIR - VEH 3818	261.65
149186	10/11/2019	00166	FARMERS EXCHANGE	in	REPAIR - VEH 3818	87.99
149186	10/11/2019	00166	FARMERS EXCHANGE	in	REPAIR - VEH 3630	121.57
149195	10/11/2019	09348	GENUINE AUTO GLASS OF TRI-CITIES LL	in	WINDSHIELD REPAIR - VEH 2004	108.60
149195	10/11/2019	09348	GENUINE AUTO GLASS OF TRI-CITIES LL	in	WINDSHIELD - VEH 2309	203.48
149203	10/11/2019	08572	HIGH DESERT MAINTENANCE INC	in	REPAIR - VEH 0094	2,398.69
149203	10/11/2019	08572	HIGH DESERT MAINTENANCE INC	in	REPAIR - VEH 0229	238.92
149203	10/11/2019	08572	HIGH DESERT MAINTENANCE INC	in	REPAIRS - VEH 5313	257.93
149205	10/11/2019	08711	HUGHES FIRE EQUIPMENT INC	in	COOLANT PROBE - VEH 2717	719.09

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149205	10/11/2019	08711	HUGHES FIRE EQUIPMENT INC	in	REPAIR - VEH 2717	383.22
149205	10/11/2019	08711	HUGHES FIRE EQUIPMENT INC	in	RELIEF VALVE - VEH 2801	318.69
149205	10/11/2019	08711	HUGHES FIRE EQUIPMENT INC	in	EXHAUST BLANKET- VEH 2717	535.21
149205	10/11/2019	08711	HUGHES FIRE EQUIPMENT INC	in	DRIP PAN - VEH 2307	126.32
149205	10/11/2019	08711	HUGHES FIRE EQUIPMENT INC	in	CREDIT - VEH 2717	-702.76
149209	10/11/2019	01112	IRRIGATION SPECIALISTS INC	in	COUPLER - VEH 0229	17.38
149211	10/11/2019	03313	J & L HYDRAULICS	in	CREDIT	-24.87
149211	10/11/2019	03313	J & L HYDRAULICS	in	REPAIR - VEH 0150	3,329.01
149211	10/11/2019	03313	J & L HYDRAULICS	in	HYDRAULIC FITTINGS - VEH 0059	491.87
149212	10/11/2019	02285	JEFFY CAR WASH, INC.	in	FLEET CAR WASHES	651.60
149213	10/11/2019	03363	JIM'S PACIFIC GARAGES INC	in	ENGINE REPAIR - VEH 4612	434.40
149213	10/11/2019	03363	JIM'S PACIFIC GARAGES INC	in	VALVE - VEH 4206	22.08
149213	10/11/2019	03363	JIM'S PACIFIC GARAGES INC	in	DRAIN - VEH 2801	3.03
149213	10/11/2019	03363	JIM'S PACIFIC GARAGES INC	in	PARTS - VEH 2801	79.32
149213	10/11/2019	03363	JIM'S PACIFIC GARAGES INC	in	AIR GOVERNOR - VEH 4206	70.59
149232	10/11/2019	02710	MAXIM CRANE WORKS	in	SWITCH - VEH 1090	182.75
149243	10/11/2019	08875	NAPA PASCO AUTO PARTS	in	FUSE HOLDERS - FLEET	23.35
149243	10/11/2019	08875	NAPA PASCO AUTO PARTS	in	FILTERS - VEH 0229	130.60
149243	10/11/2019	08875	NAPA PASCO AUTO PARTS	in	BRAKES - VEH. 2309	431.32
149243	10/11/2019	08875	NAPA PASCO AUTO PARTS	in	CREDIT - VEH 2309	-222.71
149243	10/11/2019	08875	NAPA PASCO AUTO PARTS	in	CREDIT - VEH 0059	-24.67
149243	10/11/2019	08875	NAPA PASCO AUTO PARTS	in	OIL SEALS - VEH 5006	40.92
149243	10/11/2019	08875	NAPA PASCO AUTO PARTS	in	OIL FILTER - VEH 3907	4.26
149243	10/11/2019	08875	NAPA PASCO AUTO PARTS	in	BELT - VEH P046	12.85
149243	10/11/2019	08875	NAPA PASCO AUTO PARTS	in	AIR FILTER - VEH 0007	11.84
149243	10/11/2019	08875	NAPA PASCO AUTO PARTS	in	FILTER KIT - VEH 0007	18.55
149243	10/11/2019	08875	NAPA PASCO AUTO PARTS	in	AIR FILTER - VEH 4802	15.16
149243	10/11/2019	08875	NAPA PASCO AUTO PARTS	in	AIR FILTERS - VEH 1801	19.37
149243	10/11/2019	08875	NAPA PASCO AUTO PARTS	in	AIR FILTER - VEH 2801	111.75
149243	10/11/2019	08875	NAPA PASCO AUTO PARTS	in	COOLANT - VEH 2801	7.59
149243	10/11/2019	08875	NAPA PASCO AUTO PARTS	in	ANTIFREEZE - VEH 2801	141.79
149243	10/11/2019	08875	NAPA PASCO AUTO PARTS	in	OIL FILTER - VEH 2801	18.85
149243	10/11/2019	08875	NAPA PASCO AUTO PARTS	in	PARTS - VEH 3909	9.21
149243	10/11/2019	08875	NAPA PASCO AUTO PARTS	in	AIRLIFT KIT- SHOP	193.30
149243	10/11/2019	08875	NAPA PASCO AUTO PARTS	in	PARTS - VEH 0028	84.30
149243	10/11/2019	08875	NAPA PASCO AUTO PARTS	in	FLUSH MOUNT - VEH 3909	41.35
149243	10/11/2019	08875	NAPA PASCO AUTO PARTS	in	PARTS - VEH 0028	60.02

City of Kennewick

Claims Roster

9/28/2019 - 10/11/2019

Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
149243	10/11/2019	08875	NAPA PASCO AUTO PARTS	in	PARTS - VEH 0028	160.29
149243	10/11/2019	08875	NAPA PASCO AUTO PARTS	in	CREDIT- VEH 0028	-60.34
149243	10/11/2019	08875	NAPA PASCO AUTO PARTS	in	ANTI-FREEZE - VEH 2801	70.89
149243	10/11/2019	08875	NAPA PASCO AUTO PARTS	in	PARTS - VEH 0305	31.96
149243	10/11/2019	08875	NAPA PASCO AUTO PARTS	in	TIE ROD - VEH 0305	86.92
149247	10/11/2019	01677	NORTHSTAR CLEAN CONCEPTS HOTSY C	in	PARTS - CARWASH	252.96
149253	10/11/2019	04217	O'REILLY AUTO PARTS	in	PARTS - VEH 5006	119.45
149253	10/11/2019	04217	O'REILLY AUTO PARTS	in	BATTERY - VEH 0419	252.02
149253	10/11/2019	04217	O'REILLY AUTO PARTS	in	BATTERIES - VEH 7823	912.50
149253	10/11/2019	04217	O'REILLY AUTO PARTS	in	BATTERY - VEH 7823	161.94
149253	10/11/2019	04217	O'REILLY AUTO PARTS	in	PARTS - VEH 0305	114.56
149272	10/11/2019	03691	RMT EQUIPMENT	in	CREDIT - BLADES	-1,186.73
149272	10/11/2019	03691	RMT EQUIPMENT	in	REPAIR - VEH 3907	1,200.00
149297	10/11/2019	09405	TRUCK PRO LLC SIX STATES	in	U-JOINT KIT - VEH 2801	50.87
149297	10/11/2019	09405	TRUCK PRO LLC SIX STATES	in	WINDOW KIT - VEH 2801	16.50
149297	10/11/2019	09405	TRUCK PRO LLC SIX STATES	in	CIRCUIT BREAKER - VEH 3906	55.64
149300	10/11/2019	04764	UNITED PARCEL SERVICE	in	SHIPPING	15.57
149302	10/11/2019	03564	US LINEN AND UNIFORM	in	LINEN SERVICE	55.40
<b>Total amount by Department</b>						<b>\$ 40,603.64</b>
<b>Total amount by Fund</b>						<b>\$ 44,764.62</b>
<b>502 CENTRAL STORES FUND</b>						
149164	10/11/2019	00175	COLUMBIA BASIN PAPER & SUPPLY	in	INVENTORY	182.45
149185	10/11/2019	05426	EWING IRRIGATION PRODUCTS, INC	in	INVENTORY	738.50
149185	10/11/2019	05426	EWING IRRIGATION PRODUCTS, INC	in	INVENTORY	663.64
149198	10/11/2019	01775	GRAINGER	in	INVENTORY	281.76
149261	10/11/2019	02399	PR DIAMOND PRODUCTS INC	in	INVENTORY	1,213.00
<b>Total amount by Department</b>						<b>\$ 3,079.35</b>
<b>010 CENTRAL STORES</b>						
149113	10/11/2019	01526	ABADAN	in	COPIER MAINTENANCE	224.86
149113	10/11/2019	01526	ABADAN	in	COPIER MAINTENANCE	381.62
149224	10/11/2019	06743	LEAF CAPITAL FUNDING LLC	in	COPIER RENTAL	1,214.72
149224	10/11/2019	06743	LEAF CAPITAL FUNDING LLC	in	COPIER RENTAL	519.11
<b>Total amount by Department</b>						<b>\$ 2,340.31</b>

City of Kennewick

Claims Roster

9/28/2019 - 10/11/2019

Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
<b>Total amount by Fund</b>						<b>\$ 5,419.66</b>
<b>503 RISK MANAGEMENT FUND</b>						
<b>010 RISK MANAGEMENT</b>						
149141	10/11/2019	09733	BNSF RAILWAY COMPANY	in	REPAIRS	71.67
149175	10/11/2019	02029	DEPT OF ENTERPRISE SVCS	in	SELF INSURANCE	350.00
149192	10/11/2019	00409	FRONTIER FENCE INC	in	REPAIRS	2,253.45
149192	10/11/2019	00409	FRONTIER FENCE INC	in	REPAIRS	1,588.82
149192	10/11/2019	00409	FRONTIER FENCE INC	in	REPAIRS	1,333.61
<b>Total amount by Department</b>						<b>\$ 5,597.55</b>
<b>370 GAINS/LOSSES AND OTHER INCOME</b>						
149286	10/11/2019	04478	ST PAUL FIRE & MARINE	in	CLAIM V2Z4198	100.00
<b>Total amount by Department</b>						<b>\$ 100.00</b>
<b>Total amount by Fund</b>						<b>\$ 5,697.55</b>
<b>612 OPEB TRUST FUND</b>						
<b>010 OPEB TRUST FUND</b>						
149115	10/11/2019	00024	ADKINS WILLIAM	in	RETIREE MEDICAL	135.50
149145	10/11/2019	00185	BUCK, GARY E	in	RETIREE MEDICAL	135.50
149161	10/11/2019	00127	CLEAVENGER, BUDDY L	in	RETIREE MEDICAL	135.50
149168	10/11/2019	00128	COMSTOCK, WILLIAM J	in	RETIREE MEDICAL	5,710.50
149174	10/11/2019	00121	DEINES, JAMES I	in	RETIREE MEDICAL	365.90
149177	10/11/2019	00324	DUNCAN LARRY	in	RETIREE MEDICAL	135.50
149179	10/11/2019	01894	EASLING, CONNIE	in	RETIREE MEDICAL	134.00
149187	10/11/2019	00041	FARNKOFF, ROBERT C	in	RETIREE MEDICAL	135.50
149188	10/11/2019	00058	FEARING, DOUG	in	RETIREE MEDICAL	135.50
149196	10/11/2019	00181	GIER, CHARLES W.	in	RETIREE MEDICAL	135.50
149197	10/11/2019	00134	GONDERMAN, DAVID A	in	RETIREE MEDICAL	135.50
149199	10/11/2019	00062	GROSS ROBERT	in	RETIREE MEDICAL	135.50
149204	10/11/2019	06744	HIRSCHEL ARTHUR D	in	RETIREE MEDICAL	104.90
149214	10/11/2019	03891	JOPLIN ALAN	in	RETIREE MEDICAL	135.50
149215	10/11/2019	00065	JUERGENS, CURT	in	RETIREE MEDICAL	135.50
149221	10/11/2019	00060	KRAFT, JAMES	in	RETIREE MEDICAL	135.50
149229	10/11/2019	00050	MACE, BILL	in	RETIREE MEDICAL	135.50
149230	10/11/2019	00052	MAPLETHORPE, JOHN G., JR	in	RETIREE MEDICAL	135.50
149237	10/11/2019	00055	MERCER, BILL	in	RETIREE MEDICAL	162.60

City of Kennewick

Claims Roster

9/28/2019 - 10/11/2019

Accounting Period

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Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
149252	10/11/2019	00142	O'HAIR, RONALD L	in	RETIREE MEDICAL	135.50
149258	10/11/2019	05554	PENNEY MICHAEL	in	RETIREE MEDICAL	134.00
149268	10/11/2019	10359	REGENCY CANYON LAKES MBB KENNE	in	CLAIM-KW	3,180.00
149270	10/11/2019	00145	REMUS, LARRY J	in	RETIREE MEDICAL	126.50
149273	10/11/2019	00147	RUMLEY, LARRY M	in	RETIREE MEDICAL	112.50
149275	10/11/2019	01821	SCHARNHORST, DEAN	in	RETIREE MEDICAL	135.50
149280	10/11/2019	00148	SHAW, LEONARD	in	RETIREE MEDICAL	135.50
149283	10/11/2019	00150	SLEATER, LARRY L	in	RETIREE MEDICAL	135.50
149284	10/11/2019	00066	SOUTHWICK, JOHN J., JR.	in	RETIREE MEDICAL	135.50
149296	10/11/2019	01318	TRIPP, GREG	in	RETIREE MEDICAL	135.50
149304	10/11/2019	00152	VICKERMAN THOMAS	in	RETIREE MEDICAL	135.50
149307	10/11/2019	08584	WAGNER BRIAN	in	RETIREE MEDICAL	133.50
149309	10/11/2019	09944	WATERS DENNIS	in	RETIREE MEDICAL	135.50
149313	10/11/2019	00154	WILLEBY, DONALD R	in	RETIREE MEDICAL	5,353.00
149314	10/11/2019	02997	WILLIAMS GARY	in	RETIREE MEDICAL	135.50
149315	10/11/2019	01415	WILLIAMS, KEN	in	RETIREE MEDICAL	135.50
<b>Total amount by Department</b>						<b>\$ 18,769.40</b>
<b>Total amount by Fund</b>						<b>\$ 18,769.40</b>
<b>642 METRO DRUG FORFEITURE FUND</b>						
<b>010 NONE</b>						
149162	10/11/2019	01310	COLEMAN OIL COMPANY	in	FUEL - METRO	50.07
149171	10/11/2019	07711	CULLIGAN WATER CONDITIONING	in	DRINKING WATER - METRO	109.09
<b>Total amount by Department</b>						<b>\$ 159.16</b>
<b>Total amount by Fund</b>						<b>\$ 159.16</b>

City of Kennewick

Claims Roster

9/28/2019 - 10/11/2019

Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount \$
<b>Grand Total:</b>					<b><u>\$ 2,501,583.66</u></b>

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



\_\_\_\_\_  
Dan Legard, Finance Director

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

Check numbers 149100 through 149317 \$ 2,501,583.66

Total \$ 2,501,583.66

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

Exceptions:

# Council Agenda Coversheet



Agenda Item Number	3.b.(2)	Council Date	11/05/2019
Agenda Item Type	General Business Item		
Subject	Columbia Park Golf Course Account		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

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

### Recommendation

That Council approve the Claims Roster for the Columbia Park Golf Course Account for September 2019.

### Motion for Consideration

I move to approve the Claims Roster for the Columbia Park Golf Course Account for September 2019 in the amount of \$16,078.33, comprised of check numbers 286, 311, 2497-2502 in the amount of \$5,552.68 and electronic transfers in the amount of \$10,525.65.

### Summary

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

### Alternatives

None.

### Fiscal Impact

Total \$16,078.33.

Through	Denise Winters Oct 23, 08:16:44 GMT-0700 2019
Dept Head Approval	Dan Legard Oct 28, 16:51:28 GMT-0700 2019
City Mgr Approval	Marie Mosley Oct 31, 20:58:00 GMT+0700 2019

Attachments:

Recording Required?

**COLUMBIA PARK GOLF COURSE FUND  
CHECK REGISTER  
SEPTEMBER 2019**

Check Number	Vendor Check Name	Check Date	Amount	Type
286 <sup>1</sup>	KING BEVERAGE	8/29/2019	\$58.76	Check
311 <sup>2</sup>	KING BEVERAGE	9/5/2019	\$148.76	Check
2497	COURSECO, INC	9/10/2019	\$29.02	Check
2498	GERRY HYDE	9/10/2019	\$46.40	Check
2499	KENNEWICK GOLF CORPORATION	9/10/2019	\$4,665.14	Check
2500	COLUMBIA POINT GOLF COURSE	9/18/2019	\$384.60	Check
2501	MELISSA HIBBARD	9/18/2019	\$180.00	Check
2502	YELP	9/18/2019	\$40.00	Check
ADPTS 006960149	ADP TOTAL SOURCE (AUTOPAY)	9/10/2019	\$3,533.57	EFT
284137	PEPSI COLA BOTTLING CO.	9/5/2019	\$224.27	EFT
284177	BLUE ROOM	9/5/2019	\$243.00	EFT
286013	CITY OF KENNEWICK ELECTRICAL	9/12/2019	\$403.05	EFT
286024	EASY PICKER GOLF PRODUCTS	9/12/2019	\$179.84	EFT
286031	PEPSI COLA BOTTLING CO.	9/12/2019	\$396.12	EFT
286059	BLUE ROOM	9/12/2019	\$243.00	EFT
286091	SPARKLING CLEAN WINDOWS, LLC	9/12/2019	\$325.80	EFT
288616	ECS NORTHWEST LLC	9/26/2019	\$235.23	EFT
288628	SPIKES GOLF SUPPLIES, INC.	9/26/2019	\$454.32	EFT
288633	EASY PICKER GOLF PRODUCTS	9/26/2019	\$1,153.35	EFT
288638	PEPSI COLA BOTTLING CO.	9/26/2019	\$143.89	EFT
288668	BLUE ROOM	9/26/2019	\$245.43	EFT
Paid by ACH	COLEMAN OIL COMPANY	9/5/2019	\$366.06	EFT
Paid by ACH	CINTAS CORPORATION #608	9/12/2019	\$102.19	EFT
Paid by ACH	COLEMAN OIL COMPANY	9/12/2019	\$282.76	EFT
Paid by ACH	WESTERN EQUIPMENT	9/12/2019	\$752.20	EFT
Paid by ACH	COLEMAN OIL COMPANY	9/26/2019	\$306.06	EFT
Paid by ACH	GT GOLF SUPPLIES - GLOBAL TOUR GOLF	9/26/2019	\$123.40	EFT
Paid by ACH	MERCANTILE SYSTEMS, INC.	9/26/2019	\$163.00	EFT
Paid by ACH	WESTERN EQUIPMENT	9/26/2019	\$649.11	EFT
			<u>\$16,078.33</u>	

<sup>1</sup>Check 286 should have been reported on August check register.

<sup>2</sup>Check 311 is out of sequence.

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



\_\_\_\_\_  
Dan Legard, Finance Director

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

Check numbers 286, 311, 2497-2502	\$ 5,552.68
Electronic transfers	10,525.65
<b>Total</b>	<u>\$ 16,078.33</u>

Exceptions:

Check	Vendor	Date	Amount	Debit	Credit
286	KING BEVERAGE PAY PURCH	8/29/2019 20005-000-244-00 49300-070-244-00	ACCOUNTS PAYABLE - GP COGS - BEER	\$58.76  \$58.76	\$58.76
311	KING BEVERAGE PAY PURCH	9/5/2019 20005-000-244-00 49300-070-244-00	ACCOUNTS PAYABLE - GP COGS - BEER	148.76  148.76	148.76
2497	COURSECO, INC PAY PURCH	9/10/2019 20005-000-244-00 51900-080-244-00	ACCOUNTS PAYABLE - GP CONTRACT SERVICES	29.02  29.02	29.02
2498	GERRY HYDE PAY PURCH	9/10/2019 20005-000-244-00 51500-060-244-00	ACCOUNTS PAYABLE - GP TRAVEL LODGING & ENT	46.4  46.40	46.40
2499	KENNEWICK GOLF CORPORATION PAY PURCH PURCH	9/10/2019 20005-000-244-00 59600-080-244-00 59610-080-244-00	ACCOUNTS PAYABLE - GP ACCOUNTING FEES MANAGEMENT FEE	4665.14  1,166.91 3,498.23	4,665.14
2500	COLUMBIA POINT GOLF COURSE PAY PURCH PURCH	43726 20005-000-244-00 50100-060-244-00 50100-080-244-00	ACCOUNTS PAYABLE - GP SALARIES SALARIES	384.6  192.30 192.30	384.60
2501	MELISSA HIBBARD PAY PURCH	43726 20005-000-244-00 52100-080-244-00	ACCOUNTS PAYABLE - GP TELECOMMUNICATIONS	180  180.00	180.00
2502	YELP PAY PURCH	43726 20005-000-244-00 53100-080-244-00	ACCOUNTS PAYABLE - GP ADVERTISING & MARKETING	40  40.00	40.00
ADPTS 006960149	ADP TOTAL SOURCE (AUTOPAY) PAY PURCH PURCH	43718 20005-000-244-00 50800-050-244-00 50800-060-244-00	ACCOUNTS PAYABLE - GP HEALTH BENEFITS HEALTH BENEFITS	3533.57  1,724.98 1,808.59	3,533.57
284137	PEPSI COLA BOTTLING CO. PAY PURCH PURCH	43713 20006-000-244-00 49200-070-244-00 49150-070-244-00	ACCOUNTS PAYABLE - GP COGS - SOFT BEVERAGE COGS - PACKAGED FOOD	224.27  141.10 83.17	224.27
284177	BLUE ROOM PAY PURCH PURCH	43713 20006-000-244-00 51900-050-244-00 52300-060-244-00	ACCOUNTS PAYABLE - GP CONTRACT SERVICES GARBAGE & DEBRIS REMOVAL	243  162.00 81.00	243.00
286013	CITY OF KENNEWICK ELECTRICAL PAY PURCH PURCH	43720 20006-000-244-00 52200-060-244-00 52210-060-244-00	ACCOUNTS PAYABLE - GP UTILITIES - GAS & ELECTRIC IRRIGATION ELECTRICITY	403.05  34.42 368.63	403.05
286024	EASY PICKER GOLF PRODUCTS PAY PURCH	43720 20006-000-244-00 55850-060-244-00	ACCOUNTS PAYABLE - GP COURSE ACCESSORIES MAINT	179.84  179.84	179.84
286031	PEPSI COLA BOTTLING CO. PAY PURCH PURCH	43720 20006-000-244-00 49200-070-244-00 49150-070-244-00	ACCOUNTS PAYABLE - GP COGS - SOFT BEVERAGE COGS - PACKAGED FOOD	396.12  339.95 56.17	396.12
286059	BLUE ROOM PAY PURCH PURCH	43720 20006-000-244-00 51900-050-244-00 52300-060-244-00	ACCOUNTS PAYABLE - GP CONTRACT SERVICES GARBAGE & DEBRIS REMOVAL	243  162.00 81.00	243.00

Check	Vendor	Date	Amount	Debit	Credit
286091	SPARKLING CLEAN WINDOWS, LLC		43720	325.8	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		325.80
	PURCH	51900-080-244-00	CONTRACT SERVICES	325.80	
288616	ECS NORTHWEST LLC		43734	235.23	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		235.23
	PURCH	59400-060-244-00	IRRIGATION OUTSIDE REPAIRS	235.23	
288628	SPIKES GOLF SUPPLIES, INC.		43734	454.32	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		454.32
	PURCH	47150-050-244-00	COGS MERCHANDISE	454.32	
288633	EASY PICKER GOLF PRODUCTS		43734	1153.35	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		1,153.35
	PURCH	55850-060-244-00	COURSE ACCESSORIES MAINT	1,153.35	
288638	PEPSI COLA BOTTLING CO.		43734	143.89	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		143.89
	PURCH	49200-070-244-00	COGS - SOFT BEVERAGE	93.10	
	PURCH	49150-070-244-00	COGS - PACKAGED FOOD	50.79	
288668	BLUE ROOM		43734	245.43	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		245.43
	PURCH	51900-050-244-00	CONTRACT SERVICES	164.43	
	PURCH	52300-060-244-00	GARBAGE & DEBRIS REMOVAL	81.00	
Paid by ACH	COLEMAN OIL COMPANY		43713	366.06	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		366.06
	PURCH	58300-060-244-00	FUEL & OIL MAINTENANCE	305.06	
	PURCH	58300-050-244-00	FUEL & OIL GOLF	61.00	
Paid by ACH	CINTAS CORPORATION #608		43720	102.19	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		102.19
	PURCH	51900-080-244-00	CONTRACT SERVICES	52.05	
	PURCH	51900-060-244-00	CONTRACT SERVICES	50.14	
Paid by ACH	COLEMAN OIL COMPANY		43720	282.76	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		282.76
	PURCH	58300-060-244-00	FUEL & OIL MAINTENANCE	282.76	
Paid by ACH	WESTERN EQUIPMENT		43720	752.2	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		752.20
	PURCH	59200-060-244-00	IRRIGATION PIPES & HEADS	405.34	
	PURCH	55800-060-244-00	OTHER DEPT SUPPLIES	9.32	
	PURCH	58400-060-244-00	EQUIPMENT OUTSIDE REPAIRS	841.54	
	PURCH	58100-060-244-00	EQUIPMENT PARTS		504.00
Paid by ACH	COLEMAN OIL COMPANY		43734	306.06	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		306.06
	PURCH	58300-060-244-00	FUEL & OIL MAINTENANCE	247.06	
	PURCH	58300-050-244-00	FUEL & OIL GOLF	59.00	
Paid by ACH	GT GOLF SUPPLIES - GLOBAL TOUR GOLF		43734	123.4	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		123.40
	PURCH	47150-050-244-00	COGS MERCHANDISE	123.40	
Paid by ACH	MERCANTILE SYSTEMS, INC.		43734	163	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		163.00
	PURCH	51800-080-244-00	PROFESSIONAL SERVICES	163.00	
Paid by ACH	WESTERN EQUIPMENT		43734	649.11	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		649.11
	PURCH	58100-060-244-00	EQUIPMENT PARTS	649.11	

# Council Agenda Coversheet



Agenda Item Number	3.b.(3)	Council Date	11/05/2019
Agenda Item Type	General Business Item		
Subject	Toyota Center/Arena Accounts		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

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

### Recommendation

Staff recommends that Council approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for August 2019.

### Motion for Consideration

I move to approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for August 2019 in the amount of \$121,677.59, comprised of check numbers 20864-20906 in the amount of \$51,405.29 and electronic transfers in the amount of \$70,272.30.

### Summary

None.

### Alternatives

None.

### Fiscal Impact

Total \$121,677.59.

Through	Denise Winters Oct 23, 08:21:09 GMT-0700 2019
Dept Head Approval	Dan Legard Oct 28, 16:43:02 GMT-0700 2019
City Mgr Approval	Marie Mosley Oct 31, 21:01:17 GMT+0700 2019

Attachments:

Recording Required?

**Toyota Center and Toyota Arena  
Operations Claims Roster  
August 2019**

Num	Date	Name	Memo	Account	Paid Amount
<b>20864</b>	<b>08/02/2019</b>	<b>Adamson, Janine</b>	<b>Learn to skate coaching June&amp;July 2019</b>	<b>1006.1 - Sterling Operating Account</b>	
LTSJuneJuly2019	07/31/2019		Learn to skate coaching June&July 2019	8065 - Contracted Labor	-80.00
					-80.00
<b>20865</b>	<b>08/02/2019</b>	<b>Apollo Inc</b>		<b>1006.1 - Sterling Operating Account</b>	
19010088	07/01/2019		Cast Iron Leak Repair (invoice date: 1/23/19)	8041 - Repairs & Maintenance-Building	-527.26
940023302	08/01/2019		Hvac Annual Main. Mid Summer Inpsection Aug 2019	8041 - Repairs & Maintenance-Building	-1,902.67
					-2,429.93
<b>20866</b>	<b>08/02/2019</b>	<b>Becker Arena Products, Inc</b>	<b>PO2995 Face Board for Ice Rink</b>	<b>1006.1 - Sterling Operating Account</b>	
1019147	07/19/2019		PO2995 Face Board for Ice Rink	8104 - Ice-Related	-809.08
					-809.08
<b>20867</b>	<b>08/02/2019</b>	<b>Berry, Timothy</b>	<b>Learn to skate coaching June&amp;July 2019</b>	<b>1006.1 - Sterling Operating Account</b>	
LTSJuneJuly2019	07/31/2019		Learn to skate coaching June&July2019	8065 - Contracted Labor	-135.00
					-135.00
<b>20868</b>	<b>08/02/2019</b>	<b>Bond, Craig</b>	<b>Learn to skate coaching June&amp;July 2019</b>	<b>1006.1 - Sterling Operating Account</b>	
LTSJuneJuly2019	07/31/2019		Learn to skate coaching June&July 2019	8065 - Contracted Labor	-580.00
					-580.00
<b>20869</b>	<b>08/02/2019</b>	<b>Bond, Jennifer</b>	<b>Learn to skate coaching June&amp;July 2019</b>	<b>1006.1 - Sterling Operating Account</b>	
LTSJuneJuly2019	07/31/2019		Learn to skate coaching June&July 2019	8065 - Contracted Labor	-560.00
					-560.00
<b>20870</b>	<b>08/02/2019</b>	<b>Brashear Electric, Inc.</b>	<b>PO2924 Net Motor Controls</b>	<b>1006.1 - Sterling Operating Account</b>	
32842	07/23/2019		PO2924 Net Motor Controls	8026 - Capital Improvements	-10,743.26
					-10,743.26
<b>20871</b>	<b>08/02/2019</b>	<b>Columbia Safety LLC</b>	<b>EMT Services June 2019</b>	<b>1006.1 - Sterling Operating Account</b>	
LL2019-118	07/20/2019		Emt service for Fire Football 6/2/19	5073 - Reimbursed Outside Services	-271.30
			Emt service for Jersey Boys 6/4/19	5073 - Reimbursed Outside Services	-220.00
			Emt service for Fire Football 6/22/19	5073 - Reimbursed Outside Services	-135.65
			Emt service for Fire Football 6/26/19	5073 - Reimbursed Outside Services	-168.50
			Emt service for RSD Graduation 6/7/19	8065 - Contracted Labor	-272.76
			Emt service for Hermiston Graduation 6/6/19	8065 - Contracted Labor	-139.30
			Emt service for KSD Graduation 6/8/19	8065 - Contracted Labor	-360.76
			Emt service for CBC Graduation 6/14/19	8065 - Contracted Labor	-164.85
			Emt service WWE 6/24/19 (cancelled no notice billing)	8065 - Contracted Labor	-88.00
					-1,821.12
<b>20872</b>	<b>08/02/2019</b>	<b>Culligan</b>	<b>230326</b>	<b>1006.1 - Sterling Operating Account</b>	
96709	07/18/2019		Cold Cooler Service	8098 - Supplies & Equipment	-131.39
					-131.39
<b>20873</b>	<b>08/02/2019</b>	<b>Devfuzion</b>		<b>1006.1 - Sterling Operating Account</b>	
11008	07/31/2019		internet access for iceplant	8094 - Outside Services	-171.28
W-11073	08/01/2019		Website Hosting Fee	8094 - Outside Services	-30.00
					-201.28
<b>20874</b>	<b>08/02/2019</b>	<b>Enterprise Rent A Car</b>	<b>Rental Van for Benatar/Etheridge Show 7/29/19</b>	<b>1006.1 - Sterling Operating Account</b>	
800033976266	07/30/2019		Rental Van for Benatar/Etheridge Show 7/29/19	5073 - Reimbursed Outside Services	-236.07
					-236.07
<b>20875</b>	<b>08/02/2019</b>	<b>Food Services of America</b>		<b>1006.1 - Sterling Operating Account</b>	
20465CB	07/01/2019		Dup Credit (invoice date 3/11/19)	1400.1 - Inventory-Food	-55.12
20685DD	07/01/2019		Dup Credit (invoice date: 4/4/19)	1400.1 - Inventory-Food	-91.50
9550421	07/24/2019		Food Order 7/24/19	1400.1 - Inventory-Food	-870.65
					-1,017.27

**Toyota Center and Toyota Arena  
Operations Claims Roster  
August 2019**

Num	Date	Name	Memo	Account	Paid Amount
<b>20876</b>	<b>08/02/2019</b>	<b>Grace McNally</b>	<b>Learn to skate coaching July 2019</b>	<b>1006.1 - Sterling Operating Account</b>	
LTSJuly2019	07/31/2019		Learn to skate coaching July 2019	8065 - Contracted Labor	-100.00
					<u>-100.00</u>
<b>20877</b>	<b>08/02/2019</b>	<b>Lowe's Commercial Services</b>		<b>1006.1 - Sterling Operating Account</b>	
16105	07/01/2019		PO2927 Ninkasi build out	8041FB - Repr & Maint Bldg, Food & Bev	-77.21
25322	07/01/2019		PO2927 Ninkasi build out	8041FB - Repr & Maint Bldg, Food & Bev	-642.88
916821	07/02/2019		PO2927 Ninkasi build out	8041FB - Repr & Maint Bldg, Food & Bev	-28.93
16988	07/03/2019		PO2927 Ninkasi build out	8041FB - Repr & Maint Bldg, Food & Bev	-46.75
16759	07/08/2019		PO2927 Ninkasi build out	8041FB - Repr & Maint Bldg, Food & Bev	-43.95
16007	07/22/2019		PO2927 Ninkasi build out	8041FB - Repr & Maint Bldg, Food & Bev	-105.55
25590	07/23/2019		PO2927 Ninkasi build out	8041FB - Repr & Maint Bldg, Food & Bev	-84.90
08273	07/29/2019		Lights for Lockerroom (Benatar/Etheridge Show)	8098 - Supplies & Equipment	-281.56
					<u>-1,311.73</u>
<b>20878</b>	<b>08/02/2019</b>	<b>Mantanona, Hanna</b>	<b>Learn to skate coaching June&amp;July 2019</b>	<b>1006.1 - Sterling Operating Account</b>	
LTSJuneJuly2019	07/31/2019		Learn to skate coaching June&July 2019	8065 - Contracted Labor	-125.00
					<u>-125.00</u>
<b>20879</b>	<b>08/02/2019</b>	<b>Pape' Material Handling</b>	<b>Lift Truck rental</b>	<b>1006.1 - Sterling Operating Account</b>	
99580601	07/09/2019		Lift Truck rental	8075 - Outside Services	-1,184.51
					<u>-1,184.51</u>
<b>20880</b>	<b>08/02/2019</b>	<b>Staples/Corp Express, Inc.</b>	<b>PO2985 File Cabinet for Billy</b>	<b>1006.1 - Sterling Operating Account</b>	
3419462696	07/16/2019		PO2985 File Cabinet for Billy	8005 - Office Supplies	-208.50
					<u>-208.50</u>
<b>20881</b>	<b>08/02/2019</b>	<b>Stephens Media Group</b>		<b>1006.1 - Sterling Operating Account</b>	
6847	07/31/2019		PO2935 Ads for Benatar/Etheridge 2019	1633.36 - Benatar/Etheridge	-39.10
13362	07/31/2019		PO2935 Ads for Benatar/Etheridge 2019	1633.36 - Benatar/Etheridge	-810.90
					<u>-850.00</u>
<b>20882</b>	<b>08/02/2019</b>	<b>Terminello, Rachel</b>	<b>Learn to skate coaching June&amp;July 2019</b>	<b>1006.1 - Sterling Operating Account</b>	
LTSJuneJuly2019	07/31/2019		Learn to skate coaching June&July 2019	8065 - Contracted Labor	-75.00
					<u>-75.00</u>
<b>20883</b>	<b>08/02/2019</b>	<b>The Entertainer Newspaper</b>	<b>PO2933 Qtr pg ad for Benatar/Etheridge</b>	<b>1006.1 - Sterling Operating Account</b>	
11279	07/01/2019		PO2933 Qtr pg ad for Benatar/Etheridge	1633.36 - Benatar/Etheridge	-345.00
					<u>-345.00</u>
<b>20884</b>	<b>08/02/2019</b>	<b>The UPS Store</b>	<b>PO2886 Christian Nodal Posters</b>	<b>1006.1 - Sterling Operating Account</b>	
NodalPosters2019	07/01/2019		PO2886 Christian Nodal Posters	1633.40 - Christian Nodal	-135.75
					<u>-135.75</u>
<b>20885</b>	<b>08/02/2019</b>	<b>Ticketmaster.</b>	<b>PO2940 Ads for Benatar/Etheridge</b>	<b>1006.1 - Sterling Operating Account</b>	
10061437	07/01/2019		PO2940 Ads for Benatar/Etheridge	1633.36 - Benatar/Etheridge	-546.38
					<u>-546.38</u>
<b>20886</b>	<b>08/02/2019</b>	<b>Townsquare Media-Tri Cities</b>	<b>PO2930 Ads for NF</b>	<b>1006.1 - Sterling Operating Account</b>	
1075249-1	07/01/2019		PO2930 Ads for NF	1633.41 - NF - October 2019	-424.15
					<u>-424.15</u>
<b>20887</b>	<b>08/02/2019</b>	<b>US Foods</b>		<b>1006.1 - Sterling Operating Account</b>	
5441881	07/25/2019		Food Order 7/25/19	1400.1 - Inventory-Food	-93.71
5441867	07/25/2019		Food Order 7/25/19	1400.1 - Inventory-Food	-1,074.24
					<u>-1,167.95</u>

**Toyota Center and Toyota Arena  
Operations Claims Roster  
August 2019**

Num	Date	Name	Memo	Account	Paid Amount
<b>20888</b>	<b>08/02/2019</b>	<b>Weaver Exterminating Service, Inc.</b>		<b>1006.1 - Sterling Operating Account</b>	
576898	07/01/2019		Extermination Services-July 2019	8094 - Outside Services	-255.21
576894	07/01/2019		Extermination Services-July 2019 TA	8094 - Outside Services	-127.06
					<u>-382.27</u>
<b>20889</b>	<b>08/16/2019</b>	<b>Advanced Protection Services, Inc.</b>	<b>Commercial Ammonia Monitoring/Set up Fee</b>	<b>1006.1 - Sterling Operating Account</b>	
R117039	07/31/2019		Commercial Ammonia Monitoring/Set up Fee	8039 - Security & Fire Alarm System	-164.56
					<u>-164.56</u>
<b>20890</b>	<b>08/16/2019</b>	<b>Brashear Electric, Inc.</b>		<b>1006.1 - Sterling Operating Account</b>	
32900	07/30/2019		Stage set up for Pat Benatar	5073 - Reimbursed Outside Services	-673.32
32895	07/31/2019		New Outlets/Recessed Lighting	8041 - Repairs & Maintenance-Building	-1,123.51
					<u>-1,796.83</u>
<b>20891</b>	<b>08/16/2019</b>	<b>Canon Solutions America (Oce)</b>	<b>BHA806</b>	<b>1006.1 - Sterling Operating Account</b>	
4030056299	08/01/2019		Copier Maintenance QHM07777	8007 - Printing & Copiers	-27.98
					<u>-27.98</u>
<b>20892</b>	<b>08/16/2019</b>	<b>Chemsearch</b>	<b>Contract Water Treatment Program</b>	<b>1006.1 - Sterling Operating Account</b>	
3635020	08/04/2019		Contract Water Treatment Program	8094 - Outside Services	-3,399.87
					<u>-3,399.87</u>
<b>20893</b>	<b>08/16/2019</b>	<b>Cherry Creek Radio</b>	<b>PO2936 Radio Ads Benatar/Etheridge</b>	<b>1006.1 - Sterling Operating Account</b>	
IN-F-1190715253	07/31/2019		PO2936 Radio Ads Benatar/Etheridge	1633.36 - Benatar/Etheridge	-433.50
					<u>-433.50</u>
<b>20894</b>	<b>08/16/2019</b>	<b>Chisholm's Saw &amp; Supply, Inc.</b>		<b>1006.1 - Sterling Operating Account</b>	
70390	07/01/2019		Zamboni Knife Sharpening (invoice date: 1/14/19)	8042 - Repairs & Maintenance-Equipment	-83.01
70719	07/01/2019		Zamboni Knife Sharpening (invoice date: 2/25/19)	8042 - Repairs & Maintenance-Equipment	-203.43
71849	07/09/2019		Zamboni Knife Sharpening	8042 - Repairs & Maintenance-Equipment	-120.42
					<u>-406.86</u>
<b>20895</b>	<b>08/16/2019</b>	<b>City of Kennewick-MISC</b>		<b>1006.1 - Sterling Operating Account</b>	
013961	07/01/2019		KPD off Duty Security	8065 - Contracted Labor	-968.00
014046	08/06/2019		KPD off duty security for 6/26/19 Fire Game	8065 - Contracted Labor	-176.00
					<u>-1,144.00</u>
<b>20896</b>	<b>08/16/2019</b>	<b>Coca-Cola</b>	<b>Soda Order 7/26/19</b>	<b>1006.1 - Sterling Operating Account</b>	
62867	07/26/2019		Soda Order 7/26/19	1400.1 - Inventory-Food	-426.50
					<u>-426.50</u>
<b>20897</b>	<b>08/16/2019</b>	<b>Fastsigns</b>	<b>PO2942 Window Clings for Broadway 2019-2020 Series</b>	<b>1006.1 - Sterling Operating Account</b>	
139-17451	07/17/2019		PO2942 Window Clings for Broadway 2019-2020 Series	1633.48 - Broadway Season Ads 2019/2020	-2,389.20
					<u>-2,389.20</u>
<b>20898</b>	<b>08/16/2019</b>	<b>Joyce Julius &amp; Associates, Inc.</b>	<b>Social Media Analysis for The Toyota Center</b>	<b>1006.1 - Sterling Operating Account</b>	
039190	08/07/2019		Social Media Analysis for The Toyota Center	8103 - Advertising & Marketing	-1,500.00
					<u>-1,500.00</u>
<b>20899</b>	<b>08/16/2019</b>	<b>KNDOTV23/KNDUTV25</b>	<b>PO2934 Tv Ads for Benatar/Etheridge</b>	<b>1006.1 - Sterling Operating Account</b>	
152541A-1	07/28/2019		PO2934 Tv Ads for Benatar/Etheridge	1633.36 - Benatar/Etheridge	-654.50
					<u>-654.50</u>
<b>20900</b>	<b>08/16/2019</b>	<b>Lowe's Commercial Services</b>	<b>PO2926 Kimo's Build out</b>	<b>1006.1 - Sterling Operating Account</b>	
916715	07/25/2019		Po2926 Kimo's Build Out	8041FB - Repr & Maint Bldg, Food & Bev	-14.31
					<u>-14.31</u>

**Toyota Center and Toyota Arena  
Operations Claims Roster  
August 2019**

Num	Date	Name	Memo	Account	Paid Amount
<b>20901</b>	<b>08/16/2019</b>	<b>Mid Columbia Hockey Officials Association</b>	<b>Adult hockey officials July 2019</b>	<b>1006.1 - Sterling Operating Account</b>	
19-016	07/01/2019		Adult hockey officials July 2019 (rcvd late: date 6/16/19)	8094 - Outside Services	-648.00
					<u>-648.00</u>
<b>20902</b>	<b>08/16/2019</b>	<b>Moon Security Services, Inc.</b>		<b>1006.1 - Sterling Operating Account</b>	
989836	08/01/2019		Kitchen & Vault monitoring 8/1/19-8/31/19	8039FB - Sec & Fire Alarm, Food & Bev	-59.51
			Kitchen & Vault monitoring 8/1/19-8/31/19	8039 - Security & Fire Alarm System	-29.75
			Due from TRCC Kitchen & Vault monitoring 8/1/19-8/31/19	2215 - Due To (From) Convention Center	-29.75
989542	08/01/2019		Basic commercial monitoring - Ammonia TA 8/1/19-8/31/19	8039 - Security & Fire Alarm System	-42.36
988280	08/01/2019		Basic Fire Monitoring 8/1/19-8/31/19	8039 - Security & Fire Alarm System	-82.71
					<u>-244.08</u>
<b>20903</b>	<b>08/16/2019</b>	<b>Northtown Beverage</b>	<b>PO3016 Yearly inspection</b>	<b>1006.1 - Sterling Operating Account</b>	
8193	08/02/2019		PO3016 Yearly inspection	8041FB - Repr & Maint Bldg, Food & Bev	-513.42
					<u>-513.42</u>
<b>20904</b>	<b>08/16/2019</b>	<b>Spectrum Business</b>	<b>Phone and Internet Service 7/26/19-8/25/19</b>	<b>1006.1 - Sterling Operating Account</b>	
0883924072619	07/26/2019		Internet Service 7/26/19-8/25/19	8034.3 - Internet	-1,719.98
			Phone Service 7/26/19-8/25/19	8034.1 - Telephone	-886.20
					<u>-2,606.18</u>
<b>20905</b>	<b>08/16/2019</b>	<b>Stephens Media Group</b>	<b>PO2838 Radio Ads for WWE2019</b>	<b>1006.1 - Sterling Operating Account</b>	
13182	07/01/2019		PO2838 Radio Ads for WWE2019 (rcvd late: 4/30/19)	1633.37 - WWE	-34.00
					<u>-34.00</u>
<b>20906</b>	<b>08/16/2019</b>	<b>VenuWorks, Inc.</b>	<b>August 2019 Management Fee</b>	<b>1006.1 - Sterling Operating Account</b>	
16053	08/01/2019		August 2019 Management Fee	8124 - VenuWorks Management Fee	-9,400.86
					<u>-9,400.86</u>
<b>EFT</b>	<b>08/01/2019</b>	<b>King Beverage Inc.</b>	<b>Beer Purchase 8/1/19 invoice 2093970</b>	<b>1006.1 - Sterling Operating Account</b>	
			Beer Purchase 8/1/19 invoice 2093970	1400.2 - Inventory-Beer	-1,651.88
					<u>-1,651.88</u>
<b>EFT</b>	<b>08/01/2019</b>	<b>Southern Wine &amp; Spirits of Washington</b>	<b>Liquor Order 8/1/19 invoice 3220406</b>	<b>1006.1 - Sterling Operating Account</b>	
			Liquor Order 8/1/19 invoice 3220406	1400.3 - Inventory-Liquor	-1,022.29
					<u>-1,022.29</u>
<b>ONLINE</b>	<b>08/02/2019</b>	<b>Sterling Savings Change</b>	<b>Christian Nodal Advance 08/02/19</b>	<b>1006.1 - Sterling Operating Account</b>	
			Christian Nodal Advance 08/02/19	1130.10 - Box Office Cash-Events	-5,000.00
					<u>-5,000.00</u>
<b>WIRE</b>	<b>08/12/2019</b>	<b>Serpiente Star LLC</b>	<b>Event Settlement Christian Nodal 8/2/19</b>	<b>1006.1 - Sterling Operating Account</b>	
Nodal settle 8/2/19	08/02/2019		Ticket sales, Christian Nodal 8/2/19	3601 - Unearned Revenue-Ticket Sales	-54,314.45
					<u>-54,314.45</u>
<b>ONLINE</b>	<b>08/25/2019</b>	<b>Department of Revenue</b>	<b>Excise Tax Return July 2019</b>	<b>1006.1 - Sterling Operating Account</b>	
			B&O Tax Payable July 2019	2206 - B&O Tax Payable	-1,382.55
		Department of Revenue	Sales Tax Payable July 2019	2201 - *Sales Tax Payable	-1,419.57
			B&O Tax Expense July 2019	8241 - Sales, B&O & Use Taxes	-3,058.13
					<u>-5,860.25</u>
<b>AUTO</b>	<b>08/31/2019</b>	<b>Ignite Payment Systems</b>	<b>Card processing fees - TOYO Aug 2019</b>	<b>1006.1 - Sterling Operating Account</b>	
			Card processing fees - TOYO Aug 2019	8109 - Credit Card Fees	-193.53
			Card processing fees - ARENA Aug 2019	8109 - Credit Card Fees	-138.14
					<u>-331.67</u>
<b>AUTO</b>	<b>08/31/2019</b>	<b>American Payment Solutions</b>	<b>Credit card processing Aug 2019</b>	<b>1006.1 - Sterling Operating Account</b>	
			Credit card processing Aug 2019	8109 - Credit Card Fees	-155.48
					<u>-155.48</u>

**Toyota Center and Toyota Arena  
Operations Claims Roster  
August 2019**

Num	Date	Name	Memo	Account	Paid Amount
AUTO	08/31/2019	USAePay	CC processing setup for TOYO - Aug 2019	1006.1 - Sterling Operating Account	
			CC processing setup for Center - Aug 2019	8109 - Credit Card Fees	-12.50
			CC processing setup for Arena - Aug 2019	8109 - Credit Card Fees	-12.50
					<u>-25.00</u>
EFT	08/31/2019	Fintech.net	Transactionals 8/1/19-8/31/19	1006.1 - Sterling Operating Account	
			Transactionals 8/1/19-8/31/19	8111FB - Banking Fees - Food & Bev	-20.20
					<u>-20.20</u>
AUTO	08/31/2019	Ignite Payment Systems	Card processing fees - Arena Aug 2019	1006.1 - Sterling Operating Account	
			Card processing fees - ARENA Aug 2019	8109 - Credit Card Fees	-445.14
					<u>-445.14</u>
<b>Total Paid</b>					<b>\$120,231.65</b>

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



\_\_\_\_\_  
Dan Legard, Finance Director

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

Check numbers 20864-20906  
Electronic transfers

\$ 51,405.29  
68,826.36

Total

\$ 120,231.65

Exceptions:

**Toyota Center and Toyota Arena  
Box Office Claims Roster  
August 2019**

Num	Date	Name	Memo	Account	Paid Amount
ONLINE	08/30/2019	Sterling Savings Change	Change Order for Box Office 9/3/19	1006.3 - Sterling Box Office Account	
			Change Order for Box Office 9/3/19	1130 - Vault Cash-Box Office	-1,400.00
					<u>-1,400.00</u>
AUTO	08/31/2019	American Express	AMEX fees	1006.3 - Sterling Box Office Account	
			Express Collection	8109 - Credit Card Fees	-45.94
					<u>-45.94</u>
Total Paid					\$1,445.94

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



\_\_\_\_\_  
Dan Legard, Finance Director

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

Electronic transfers	\$ 1,445.94
	<u>\$ 1,445.94</u>
	<u><u>\$ 1,445.94</u></u>

Exceptions:

**Council Agenda  
Coversheet**



Agenda Item Number	3.c.	Council Date	11/05/2019
Agenda Item Type	General Business Item		
Subject	Payroll Roster PPE 10/15/2019		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

Consent Agenda

Ordinance/Reso

Public Mtg / Hrg

Other

Quasi-Judicial

**Recommendation**

That council approve the payroll roster.

**Motion for Consideration**

I move to approve the payroll roster in the amount of \$2,581,326.93, for the period ended 10/15/2019, comprised of check numbers 73991 through 74005 and direct deposit numbers 174841 through 175320.

**Summary**

None.

**Alternatives**

None.

**Fiscal Impact**

Total \$2,581,326.93.

Through	Phil Bleazard Oct 18, 10:11:22 GMT-0700 2019
Dept Head Approval	Dan Legard Oct 18, 14:24:27 GMT-0700 2019
City Mgr Approval	Marie Mosley Oct 31, 21:02:13 GMT+0700 2019

Attachments:

Recording Required?

November 5, 2019

All Departments:

October 15, 2019

ADMINISTRATIVE TEAM		2,073.00
CITY COUNCIL		4,088.00
CITY MANAGER		12,331.68
CIVIL SERVICE		2,378.00
COMMUNITY PLANNING & ECONOMIC DEVELOPMENT		43,529.98
EMPLOYEE & COMMUNITY RELATIONS		48,197.24
ENGINEERING		56,608.18
FACILITIES & GROUNDS		81,582.50
FINANCE		53,056.30
FIRE		94,166.94
LEGAL SERVICES		22,942.04
MANAGEMENT SERVICES		82,641.74
POLICE		455,817.34
	Subtotal General Fund	<u>959,412.94</u>
STREETS		19,942.16
TRAFFIC		26,773.30
	Subtotal Street Fund	<u>46,715.46</u>
BI-PIN		10,878.01
BUILDING SAFETY		39,585.46
COMMUNITY DEVELOPMENT		6,102.66
CRIMINAL JUSTICE		75,055.71
EQUIPMENT RENTAL		12,160.19
MEDICAL SERVICES		312,617.22
RISK MANAGEMENT		3,437.70
STORMWATER UTILITY		18,451.55
WATER & SEWER		139,899.27
	Subtotal Other Funds	<u>618,187.77</u>
	Total Salaries and Wages	<u>1,624,316.17</u>
<u>Benefits:</u>		
Dental Insurance		45,070.40
Industrial Insurance		27,693.61
Life Insurance		4,300.46
Long Term Disability Insurance		4,823.61
Medical Insurance		631,193.55
Medical Retirement Account		3,450.00
Retirement		140,149.70
Social Security (FICA)		91,290.24
Vision Insurance		7,611.92
WA Family Leave		1,427.27
	Total Benefits	<u>957,010.76</u>
	Grand Total	<u><u>\$2,581,326.93</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 \$2,581,326.93 comprised of check numbers 73991 through 74005 and direct deposit numbers 174841 through 175320.

Approved for payment:



Dan Legard, Finance Director

# Council Agenda Coversheet



Agenda Item Number	3.d.	Council Date	11/05/2019
Agenda Item Type	Contract/Agreement/Lease		
Subject	IAFF Collective Bargaining Agreement		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

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

### Recommendation

Staff recommends that City Council approve and authorize the Mayor and City Manager to sign the proposed 2020-2022 collective bargaining agreement between the City of Kennewick and the International Association of Firefighters, Local #1296.

### Motion for Consideration

I move that City Council approve and authorize the Mayor and City Manager to sign the proposed 2020-2022 collective bargaining agreement between the City of Kennewick and the International Association of Firefighters, Local #1296.

### Summary

The previous collective bargaining agreement between the City and the IAFF, Local #1296 will expire on December 31, 2019. The parties have reached a tentative agreement on a successor contract with the following economic terms:

Term of agreement: three years, from January 1, 2020 through December 31, 2022.

Base wages: three percent (3%) increase on January 1 of each year in 2020, 2021, and 2022.

Deferred compensation: one percent (1%) increase on January 1, 2020.

Paramedic specialty pay: two percent (2%) increase on January 1, 2020 for firefighters who are also certified paramedics.

### Alternatives

None recommended.

### Fiscal Impact

The total projected economic impact is within the parameters approved by City Council on October 8, 2019 and those used to generate the City's 2019/2020 final budget as approved by City Council.

Through	Corey Osborn Nov 01, 09:29:39 GMT-0700 2019
Dept Head Approval	Dan Legard Nov 01, 10:03:37 GMT-0700 2019
City Mgr Approval	Marie Mosley Nov 01, 11:50:53 GMT-0700 2019

Attachments:

Recording Required?

**2020 – 2022**  
**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN THE CITY OF KENNEWICK**

**AND**

**THE KENNEWICK FIRE FIGHTERS ASSOCIATION  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL #1296**

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2020 – 2022  
COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE CITY OF KENNEWICK  
AND  
THE KENNEWICK FIRE FIGHTERS ASSOCIATION  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL #1296

This Agreement made and entered into by and between the City of Kennewick, Washington, hereinafter referred to as the "City", and the International Association of Fire Fighters, Local #1296, hereinafter referred to as the "Union", respectfully has as its purpose the setting forth of the Agreement between the parties on matters relating to wages, hours and working conditions and the promotion of mutual understanding between the parties.

[The parties agree to incorporate into this Agreement the following Memoranda of Understanding:](#)

- [Kelly Day Scheduling and Fire Officer Development Program – June 13, 2018.](#)
- [Utility Firefighter Assignments – July 2, 2019.](#)

WITNESSETH:

The City and the Union recognize that harmonious relations should be maintained between the City and the Union for the benefit of the public. All will benefit by continuous peace and by adjusting any differences which may arise by rational common sense methods.

**ARTICLE 1**  
**TERM AND SCOPE OF AGREEMENT**

1  
2  
3  
4 Section 1.1 This Agreement shall be and hereby does become effective January 1,  
5 2020, and shall remain in full force and effect to and including December 31, 2022. To  
6 amend this contract, either party shall notify the other on or before May 1, 2022 of its  
7 desire to terminate or amend the same. Termination or amendment of the same shall  
8 be effective January 1 of the following year. The proposed changes, which shall  
9 constitute the subject of the negotiations for amendment, shall accompany each notice  
10 of such termination or amendment. This Agreement shall be subject to such changes or  
11 modifications as shall be mutually agreed upon by the parties hereto, but such changes  
12 or modifications, if made, shall not be retroactive unless mutually agreed upon by both  
13 parties. The parties acknowledge that each party has had the right and opportunity to  
14 make demands and proposals with respect to any matter which is a proper subject of  
15 collective bargaining. The results of the exercise of that right are set forth in this  
16 Agreement.

17  
18 Neither party waives the right to open discussions on any subject during the life of this  
19 Agreement. It is expressly understood that these discussions are not subject to the  
20 Impasse Procedures provided in RCW 41.56.

21  
22 Section 1.2 It is understood and agreed that if, during the term of this Agreement,  
23 mandatory laws applicable to and in conflict with any of the provisions hereof shall  
24 become effective and thereafter govern the parties in respect to such conflicting  
25 provisions, then and in that event, this Agreement shall be subject to revisions by  
26 mutual agreement of the parties hereto covering changes in the provisions which  
27 conflict.

28  
29 Section 1.3 It is understood by both parties that the terms of this Agreement shall be  
30 applicable to all full-time regular fire fighters except the Fire Chief, Operations Chief,  
31 Deputy Chief and Administrative 40-hour per week employees whose duties and/or job  
32 descriptions are similar to other City employees in non-fire related occupations.

33  
34 Section 1.4 This document constitutes agreements on negotiable items and no verbal  
35 statements made prior to execution hereof shall supersede any of the provisions  
36 contained herein.

37 **ARTICLE 2**  
38 **UNION MEMBERSHIP/SECURITY**  
39

40 ~~Section 2.1 All full-time regular employees of the Fire Department of the City coming~~  
41 ~~within the classifications covered by this Agreement shall, as of this date, be required to~~  
42 ~~share in the cost of maintaining and operating the Union as their collective bargaining~~  
43 ~~agent. The right of non-association of employees based on bona fide religious beliefs of~~  
44 ~~the employee is safeguarded. Such employees shall pay an amount of money~~  
45 ~~equivalent to regular union dues and initiation fees to a non-religious charity or to~~  
46 ~~another charitable organization mutually agreed upon by the employee affected and the~~  
47 ~~Union. The employee shall furnish written proof that such payment has been made. If~~  
48 ~~the employee and the Union do not reach agreement on such matter, the Public~~  
49 ~~Employment Relations Commission (“PERC”) shall designate the charitable~~  
50 ~~organization.~~

51  
52 ~~The foregoing provisions shall not be construed as denying the City the right to select~~  
53 ~~any new employee subject to Civil Service Rules and Regulations. Further, the City~~  
54 ~~shall have the right to select and/or retain any supervisory employees as described in~~  
55 ~~Article 1, Section 1.3, regardless of whether such supervisor shall become a member in~~  
56 ~~good standing of the Union or contribute any amount of money equal to the monthly~~  
57 ~~Union dues. Further, nothing contained in this Section shall be construed to apply to~~  
58 ~~employees with less than six (6) months continuous employment.~~

59  
60 ~~The negotiation and administration of this Agreement entail expenses that the Union~~  
61 ~~recognizes are appropriately shared by all employees who are beneficiaries of this~~  
62 ~~Agreement. The terms and conditions of this Agreement with regard to Union~~  
63 ~~membership or the payment of an agency shop fee or alternatives are set forth below in~~  
64 ~~accordance with RCW 41.56.~~

65  
66 ~~The parties agree that it is not a condition of employment to be a member of the Union~~  
67 ~~based on the Supreme Court of the United States ruling, *Janus v. AFSCME*, in 2018.~~  
68 ~~However, in order to preserve solidarity, employee benefits, and job security, the Union~~  
69 ~~encourages all eligible employees to become a Union member and remain a Union~~  
70 ~~member in good standing. The Union believes that Union membership is a means to~~  
71 ~~ensure the acquisition and maintenance of excellent benefits and job security. The~~  
72 ~~employer, while having to remain neutral in regard to membership, recognizes the~~  
73 ~~Union as the sole bargaining unit representative relative to wages, hours, and working~~  
74 ~~conditions for all firefighters and officers as enumerated in RCW 41.56. Employees~~  
75 ~~desiring to become, and/or remain, a member of the Union shall advise the employer~~  
76 ~~with an “opt-in” letter provided by the Union that authorizes the deduction of Union~~  
77 ~~dues/fees from the wages of employees who have chosen to “opt-in” and forward them~~  
78 ~~to the Union each month. Conversely, those who choose to “opt-out” of Union~~  
79 ~~membership shall advise the employer in the same manner.~~

80  
81 ~~Section 2.2 The City will deduct membership dues, or in the case of non-union~~  
82 ~~employees, the costs that are authorized by Section 2.1 above, and will pay them to the~~  
83 ~~Local #1296, from the wages of all employees who in writing have authorized the City to~~  
84 ~~do so, and will submit a monthly accounting of such deduction giving the amount~~

85 deducted opposite the employee's name as long as such assignment is not revoked or  
86 beyond the termination of this Agreement, whichever occurs first.

87

| 88 The City shall have no obligation to deduct the dues ~~or costs~~ of any employee whose  
89 net pay for the payroll period, after all of the deductions, is insufficient to cover the  
| 90 amount of the dues ~~or costs~~ for the particular period. The Union shall not hold the City  
91 responsible for any loss of dues or costs resulting from insufficient net pay for any  
92 employee. The Union agrees to refund to the City any amounts paid to it in error on  
93 account of payroll deduction provisions upon presentation of proper evidence thereof.  
94 The Union agrees to indemnify and hold the City harmless against any and all claims,  
| 95 suits, orders, or judgments brought or issued against the City as a result of any action  
96 taken by the Employee or Union under the provisions of Section 2.2. Monthly dues will  
97 be divided between the two pay periods.

98

99 Section 2.3 The City shall furnish bulletin board space for the use of the Union for  
100 posting Union announcements and data. Any announcements or notices found  
101 objectionable by the Fire Chief or the City Manager shall be removed, except this shall  
102 not be done in an arbitrary manner.

103

104 The Union shall take full responsibility for the content of any material placed on the  
105 bulletin board, agreeing to indemnify and hold the City harmless against any and all  
106 claims, suits, orders, or judgments brought or issued against the City as a result of any  
107 material so posted.

108  
109 Section 2.4 Upon request, the Union agrees to furnish the City with an up-to-date list of  
110 all its Union Officers and Negotiating Committee Members. The Union also agrees to  
111 immediately notify the City in writing of any and all changes thereto.

112  
113 Section 2.5 Union activities shall not interfere with Fire Department operations. Neither  
114 the City nor the Union shall interfere with the right of the employees covered by this  
115 Agreement to become or not become members of the Union, and there shall be no  
116 discrimination against any such employees because of lawful Union membership or  
117 non-membership activity or status.

**ARTICLE 3**  
**CITY SECURITY**

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Section 3.1 The City and the Union signatory to this Agreement agree that the public interest requires the efficient and uninterrupted performance of fire related services. During the term of this Agreement, the Union and/or the employees covered by this Agreement shall not engage in any work stoppage, strike or slowdown while on duty.

Section 3.2 Because of the emergency nature of fire services, and the necessity for the protection of the lives and property of the citizens of the community, the City pledges not to cause a lock out of members of the bargaining unit.

**ARTICLE 4**  
**CLASSIFICATIONS**

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Section 4.1 The wage rates and positions of all full-time regular employees of the City of Kennewick Fire Department covered by the terms of this collective bargaining agreement shall be listed in Appendix "A" attached hereto. The Union may represent probationary employees during their probationary period, except that probationary employees may not appeal discharge under the terms of this Agreement; however, this does not constitute a waiver of applicable public law.

Section 4.2 When it is found necessary to add new classifications to the Fire Department, the City Manager and Fire Chief will establish an appropriate wage level and conditions of new classifications. If the classification falls within the Union bargaining unit, the City Manager and the Union shall reach an agreement on wages and conditions of said new classifications and said agreement to be subject to approval of the Union and the City Council.

Section 4.3 The City and the Union agree that they will not discriminate unfairly against any employee by reason of race, creed, color, sex, national origin, religious beliefs or marital status. Whenever words denoting the masculine gender are used in this Agreement, they are intended to apply equally to either gender.

**ARTICLE 5**  
**RECOGNITION**

150  
151  
152  
153 Section 5.1 The City is engaged in public service which requires continuous operation  
154 and it is agreed that recognition of such obligation of continuous service during the term  
155 of this Agreement is imposed on both the City and the members of the Union.

156  
157 Section 5.2 The Union agrees that its members, who are employees of the City, shall  
158 individually and collectively perform efficient work and services; and that they shall  
159 avoid and discourage waste of materials, time and manpower; that they shall use their  
160 influence and best efforts to protect the property of the City and its interest and to  
161 prevent loss of tools and materials; and that they shall cooperate with the City in  
162 promoting and advancing the welfare of the City and the service.

163  
164 Section 5.3 The City retains the right to exercise discipline for just cause in the interest  
165 of good service and the proper conduct of its business provided that any regular  
166 employee (or his representatives) who has been laid off, disciplined or discharged, shall  
167 be advised of the reason or reasons for such action.

168  
169 Section 5.4 The City retains the right to establish reasonable work rules and determine  
170 reasonable schedules of work and to establish the methods and processes by which  
171 work is to be performed.

172  
173 Section 5.5 No member of the bargaining unit using reasonable judgment and actions  
174 shall be held personally liable for any damages or claims for same resulting from any  
175 act of commission or omission which may arise as a result of his or her employment by  
176 the City.

177  
178 Section 5.6 The Union hereby pledges for itself and all of its members, the employees  
179 of the City, that they will continue to perform their work effectively and efficiently to the  
180 best of their ability and will continue to perform their work effectively and efficiently, as  
181 based on the performance of their peers.

182  
183  
184  
**ARTICLE 6**  
**EMPLOYER'S RESPONSIBILITIES**

185 Section 6.1 Subject to governing laws, all responsibilities and authorities held by the  
186 City at the present time, which are not included in this Agreement, shall remain in force,  
187 unchanged and unaffected in any manner by this Agreement. These responsibilities  
188 and authorities include, but are not limited to, the following:  
189

190 6.1.1 To recruit, assign, transfer and promote members to the positions within  
191 the Department.  
192

193 6.1.2 To suspend, demote, discharge or take other disciplinary actions against  
194 members for just cause.  
195

196 6.1.3 To determine methods, means and personnel necessary for the  
197 Department operations.  
198

199 6.1.4 To control the Department budget.  
200

201 6.1.5 To take whatever actions are necessary in emergencies in order to assure  
202 the proper functions of the Department.  
203

204 Section 6.2 Definition of Emergency. If in the sole discretion of the City, it is  
205 determined that extreme civil emergency conditions exist, including but not limited to  
206 riots, civil disorders, floods or other similar catastrophes, the provisions of this  
207 Agreement may be suspended. However, all provisions of this Agreement shall be  
208 immediately reinstated once a civil emergency condition ceases to exist.  
209

210 Should such an emergency arise, the local Union President shall be advised as soon as  
211 possible of the nature and expected duration of the emergency.

212 **ARTICLE 7**  
213 **GRIEVANCES AND ARBITRATION**  
214

215 Section 7.1 Union employee grievances or disputes which may arise shall be settled in  
216 the following manner: The Union Grievance Committee, upon receiving a written and  
217 signed petition from a Union member, shall determine if a grievance exists. If in their  
218 opinion no grievance exists, no further action is necessary. If a grievance does exist  
219 with a disagreement involving an interpretation or application of this Agreement or any  
220 other written agreement between the Union and the City, then the Union Grievance  
221 Committee shall, with or without the employee, present the grievance in writing to the  
222 Fire Chief within thirty (30) calendar days following the event giving rise to such  
223 grievance for adjustment. The written grievance will include at least a statement  
224 including the section of the agreement allegedly violated, the facts, and the remedy  
225 sought. If the written grievance is not presented in thirty (30) calendar days following  
226 the event of such grievance, the grieving party shall forfeit and waive such grieved  
227 rights. The Fire Chief will answer the Union grievance within fifteen (15) calendar days  
228 of the grievance being served on the Chief. If the decision is not satisfactory to the  
229 Union, the grievance shall be referred to the City Manager in writing within fifteen (15)  
230 calendar days, who will render a decision within fifteen (15) calendar days. If the  
231 decision is not satisfactory to the Union, the grievance shall be referred to arbitration in  
232 writing within fifteen (15) calendar days and submitted to a recognized arbitrator.  
233

234 The parties shall attempt to agree upon an arbitrator within five (5) calendar days after  
235 the grievance is referred to arbitration. In the event the parties are unable to agree on  
236 an arbitrator within the five (5) day period, the parties shall immediately agree upon the  
237 Federal Mediation and Conciliation Service, the American Arbitration Association,  
238 PERC or a mutually agreeable source, to submit a panel of five (5) arbitrators for  
239 consideration. Either party may reject one (1) entire panel and request that a new panel  
240 be submitted by the same source. Once a source is agreed upon to provide a panel,  
241 the two parties will stay with that source unless both mutually agree to use another  
242 source.  
243

244 In selecting an arbitrator from a five (5) member panel, the party requesting arbitration  
245 shall strike the first two names. The other party shall then strike two names. The  
246 remaining person shall be the arbitrator. In the event an odd-numbered panel of  
247 arbitrators exceeding five (5) is given to the parties, the party requesting arbitration shall  
248 strike the first two names, and the other party shall then strike two names. The party  
249 requesting arbitration shall then strike one name, and the other party shall strike one  
250 name. This process shall continue until only one name remains, and that person shall  
251 be the arbitrator. The Arbitrator shall be notified of his or her selection by joint letter  
252 from the Union and the City requesting that a time and place be set for the arbitration  
253 subject to the availability of the Union and City representatives. All hearings shall be  
254 conducted in Kennewick, Washington unless the parties mutually agree otherwise.  
255

256 Failure to appeal the grievance within specified time limits will render the decision  
257 acceptable and not subject to further review. The cost of the arbitrator shall be borne  
258 equally by the City and the Union on a fifty-fifty (50-50) basis, and each party shall be  
259 responsible for the cost of presenting its own case. The arbitrator shall render his or her

260 decision based on the interpretation and application of the provisions of this Agreement.  
261 The decision shall be final and binding upon the parties to the grievance.

262  
263 Neither the arbitrator nor any person or persons involved in the grievance procedures  
264 shall have the power to negotiate new agreements or to change any of the present  
265 provisions of this Agreement.

266  
267 Section 7.2 City grievances shall be settled in the following manner: If the City  
268 determines a grievance does exist involving the interpretation or application of this  
269 Agreement or any other written agreement between the Union and the City, then the  
270 City shall present the grievance in writing to the President of the I.A.F.F. Local #1296  
271 within thirty (30) calendar days following the event giving rise to such grievance for  
272 adjustment. The written grievance will include at least a statement including the section  
273 of the Agreement allegedly violated, the facts and the remedy sought. If the written  
274 grievance is not presented in thirty (30) calendar days following the event of such  
275 grievance, the City shall forfeit and waive such grieved rights. The I.A.F.F. President  
276 will answer the City grievance within fifteen (15) calendar days of the grievance being  
277 served on the President. If the decision is not satisfactory to the City, the grievance  
278 shall be referred to arbitration in writing within fifteen (15) calendar days and submitted  
279 to a recognized arbitrator.

280  
281 The parties shall attempt to agree upon an arbitrator within five (5) calendar days after  
282 the grievance is referred to arbitration. In the event the parties are unable to agree on  
283 an arbitrator within the five (5) day period, the parties shall immediately agree upon the  
284 Federal Mediation and Conciliation Service, the American Arbitration Association,  
285 PERC or a mutually agreeable source, to submit a panel of five (5) arbitrators for  
286 consideration. Either party may reject one (1) entire panel and request that a new panel  
287 be submitted by the same source. Once a source is agreed upon to provide a panel,  
288 the two parties will stay with that source unless both mutually agree to use another  
289 source.

290  
291 In selecting an arbitrator from a five (5) member panel, the party requesting arbitration  
292 shall strike the first two names. The other party shall then strike two names. The  
293 remaining person shall be the arbitrator. In the event an odd-numbered panel of  
294 arbitrators exceeding five (5) is given to the parties, the party requesting arbitration shall  
295 strike the first two names, and the other party shall then strike two names. The party  
296 requesting arbitration shall then strike one name, and the other party shall strike one  
297 name. This process shall continue until only one name remains, and that person shall  
298 be the arbitrator. The Arbitrator shall be notified of his or her selection by joint letter  
299 from the Union and the City requesting that a time and place be set for the arbitration  
300 subject to the availability of the Union and City representatives. All hearings shall be  
301 conducted in Kennewick, Washington unless the parties mutually agree otherwise.

302  
303 Failure to exercise this option will render the decision acceptable and not subject to  
304 further review. The cost of the arbitrator shall be borne equally by the City and the  
305 Union on a fifty-fifty (50-50) basis, and each party shall be responsible for the cost of  
306 presenting its own case. The arbitrator shall render his or her decision based on the  
307 interpretation and application of the provisions of this Agreement. The decision shall be

308 final and binding upon the parties to the grievance. Neither the arbitrator nor any  
309 person or persons involved in the grievance procedure shall have the power to  
310 negotiate new agreements or to change any of the present provisions of this  
311 Agreement.

**ARTICLE 8**  
**RIGHTS AND PRIVILEGES**

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Section 8.1 All rights and privileges held by the employees at the present time which are not included in this Agreement shall remain in force, unchanged and unaffected in any manner by this Agreement.

Section 8.2 The Chief of the Fire Department and the City may adopt rules and regulations for the operation of the Department and the conduct of its employees. Such rules shall not conflict directly or indirectly with the Union's rights to bargain any of the provisions of this Agreement, other written agreements between the parties, Civil Service regulations or an existing arbitration award or past practice without agreement of the Union.

**ARTICLE 9**  
**HOURS OF WORK**

Section 9.1 The Fire Department schedule per year will be 108 shifts, or an approximate average of 49.8 hours per week shall constitute the standard work week, and 24 hours the standard work shift. The Fire Chief, subject to the approval of the City Manager, shall establish appropriate work shifts (commencing at 8:00 a.m.) and scheduled days of rest.

Recruit firefighters will work a number of hours equal to the standard work week for shift personnel, currently 49.8 hours per week, while attending a training academy approved by the Fire Department. The approved meal period will be a paid meal period.

Section 9.2 The work week will be as follows, with the final schedule established by the Fire Chief. There will be three (3) shifts, each shift working twenty-four (24) hours on, twenty-four (24) hours off, twenty-four (24) hours on, twenty-four (24) hours off, twenty-four (24) hours on, ninety-six (96) hours off, then repeat.

Section 9.3 The normal minimum work shift will be as follows:

**WORK HOURS**

	<u>Monday thru Saturday</u>	<u>Holiday</u>	<u>Sunday</u>
Emergency and Non-emergency work	0800 – 1730	0800 – 1000	0800 – 1200

This period will include 1 hour of physical training and required breaks and lunch.

Emergency and Related work	1730 – 0700
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Emergency and Non-emergency work	0700 – 0800	0700 – 0800	0700 – 0800
----------------------------------	-------------	-------------	-------------

Definition – Related work when pertaining to Emergency work will be all duties associated with the actual performance of emergency responses, including return to service, clean-up, and reporting.

Section 9.4 Continuous Service Policy

9.4.1 All overtime shall be offered as far in advance as possible to be filled via volunteers whenever possible, and all efforts must be exhausted to obtain volunteers when attempting to fill overtime.

9.4.2 Notification for a known overtime need for the following shift shall be announced by 1000 hours of the current shift whenever possible, and

- 372 time given to respond to the overtime opportunity shall be no less than  
373 4 hours in length.
- 374
- 375 9.4.3 The continuous service policy shall be utilized when no one volunteers  
376 to work overtime.
- 377
- 378 9.4.4 The continuous service policy shall be utilized to maintain the preferred  
379 staffing level as identified by departmental SOG.
- 380
- 381 9.4.5 Use of the continuous service policy shall be based on the needed  
382 rank or certification and will be filled by the individual possessing the  
383 needed qualifications who also has the lowest year-to-date overtime  
384 accrual hours.
- 385
- 386 9.4.6 On-duty personnel that will not be starting their long change the  
387 following shift, or do not have a Kelly day, vacation or shift trade  
388 scheduled the following shift shall be assigned to fill the overtime for  
389 the following shift and notified prior to shift change as soon as  
390 possible.
- 391
- 392 9.4.7 A continuous service assignment may be refused by an employee if  
393 the employee can produce evidence that he/she has a previous  
394 commitment that will cause an unreasonable personal burden  
395 (including but not limited to plane tickets, doctor appointment, tickets to  
396 a performance or event, family celebration, anniversary, birthday, etc.).
- 397
- 398 9.4.8 Employees shall be notified by 1900 hours that they are up for a  
399 continuous service assignment as the first or second option for the  
400 rank, certification or specialty needed.
- 401
- 402 9.4.9 Employees who are assigned to continuous service will be allowed to  
403 arrange for another equally qualified person to work part or all of the  
404 overtime hours but will be required to remain on duty until relieved.  
405 Each employee will be paid at the overtime rate for the hours that  
406 he/she worked.
- 407
- 408 9.4.10 If a continuous service assignment is generated mid-shift due to an on-  
409 the-job injury, sickness or family emergency, the overtime shall be  
410 filled by first calling the off-duty personnel from the previous shift, with  
411 those on long change called last.
- 412
- 413 9.4.11 Except in the instance of an on-the-job injury, sickness, family  
414 emergency or scheduled vacation, an employee will not leave his/her  
415 assigned duty shift until relieved of duty.
- 416
- 417 9.4.12 In the event an employee is holding over in an overtime capacity until  
418 another employee arrives to work the overtime, whether filled

- 419 voluntarily or by a continuous service assignment, the overtime hours  
420 worked will be split between the employees.
- 421
- 422 9.4.13 For consecutive shift moves between stations as a result of overtime or  
423 last-minute scheduling changes, the holdover will receive overtime until  
424 relieved in addition to the overtime received by the person moving  
425 stations.
- 426
- 427 9.4.14 For consecutive shift moves between stations as a result of a shift  
428 trade, the Local agrees to cover for the employee by means of either  
429 early relief or holdover, with no overtime paid in those instances.  
430 However, overtime will be paid if a holdover is needed as a result of a  
431 late call.
- 432
- 433 9.4.15 Those who are assigned continuous service shall have the option of  
434 having continuous service overtime added to the overtime list at a rate  
435 of 2 hours for each hour worked.
- 436
- 437 9.4.16 The City shall implement an SOG relating to the preferred staffing  
438 level.

439 **ARTICLE 10**  
440 **OVERTIME AND PREMIUM RATES**  
441

442 Section 10.1 The formula for calculating the hourly overtime rate shall be as follows:  
443 Employee's annual salary, divided by 2,592 hours, times one and one-half (1.5). The  
444 City agrees to appropriate funds to pay employees for overtime pay earned.  
445

446 Section 10.2 The hourly overtime rate shall be paid for:  
447

448 10.2.1 Hours in excess of the scheduled work shift at the request of the Chief  
449 or his representative.

450  
451 10.2.2 Shifts worked on scheduled days of rest at the request of the Chief or  
452 his representative.

453  
454 10.2.3 Call-in emergency work after the first hour at the request of the Chief  
455 or his representative.

456  
457 10.2.4 Overtime will be paid to off-duty employees for time served as  
458 witnesses in court when said court appearances are the result of  
459 employment with the City.

460  
461 10.2.5 When on-duty personnel are ordered to cover a personnel shortage up  
462 to and including one (1) hour past the end of the scheduled work shift.  
463

464 Section 10.3 Premium Rates:  
465

466 10.3.1 For any all-calls, employees shall receive two (2) hours pay at the  
467 overtime rate for the first hour of work.  
468

469 10.3.2 For any other type of call-in emergency work, three (3) hours pay at the  
470 overtime rate for the first one hour of work.  
471

472 10.3.3 When a minimum of four (4) hours' notice is provided for call-in work,  
473 payment shall be at the overtime rate only.  
474

475 10.3.4 During any 24-hour shift, the maximum amount of premium pay and/or  
476 overtime pay that a bargaining unit member is entitled to receive is the  
477 equivalent of 24 hours of overtime. Therefore, the provisions of this  
478 Article shall not be interpreted as entitling an employee to any amount  
479 of premium pay or overtime pay in excess of this maximum amount.  
480

481 10.3.5 When on-duty personnel are ordered to cover a personnel shortage,  
482 and the employee is required to work more than one hour, and less  
483 than four hours' notice has been given, the call in rate as outlined in  
484 Section 10.3.2 shall apply to the first hour after the end of the scheduled  
485 work shift.  
486

487 Section 10.4 Three employees are authorized to carry Emergency Callback Pagers for  
488 call-ins. In compensation for carrying the Emergency Callback Pager, the employee will  
489 be paid one hour of their straight time rate for each uninterrupted 24 hour period carried  
490 (as defined below). If during that 24 hour period the individual goes out of service, or is  
491 called in to work, the one hour of straight time will not be paid. If called in to work, the  
492 individual will receive the premium hour as per 10.3.2 or 10.3.3, whichever applies. The  
493 Fire Chief may at his/her discretion increase the number of Emergency Callback Pagers  
494 at any time.

495  
496 24 hour period defined: The 24 hour period will be considered to be uninterrupted in  
497 instances where an employee has notified the B/C of his intent to carry the Emergency  
498 Callback Pager prior to 07:45 hours that day but was held over for a period of not more  
499 than 1 hour and immediately upon being relieved from duty picked up one of the  
500 Emergency Callback Pagers.

501  
502 Section 10.5 Under the following circumstances, the employee shall be compensated  
503 as outlined below for moving personnel and gear between fire stations:

504  
505 10.5.1 When an on-duty employee is authorized to move to another station for  
506 their next scheduled shift, the time spent moving gear off-duty shall not  
507 be considered compensable time.

508  
509 10.5.2 If an off-duty employee is requested to move from their scheduled  
510 station to another station prior to the start of their scheduled shift, the  
511 time spent moving gear shall be compensable at the rate equivalent to  
512 15 minutes of overtime at the Top Step Firefighter (TSFF) rate with the  
513 final amount rounded to the nearest dollar. The only exception is when  
514 premium pay is given for call-in overtime, at which time the premium  
515 pay covers the required move.

516  
517 10.5.3 The City shall not provide compensation for shift trades, stand-ins, or  
518 substitutions. However, the employee may submit a request for  
519 mileage reimbursement as stated in Section 10.5.4.

520  
521 10.5.4 All other mileage reimbursement shall be in accordance with City  
522 policy, including travel in privately operated vehicles (POVs), provided  
523 that the use of a POV by an employee is pre-authorized by the Shift  
524 Battalion Chief.

525 **ARTICLE 11**  
526 **MEDICAL AND DENTAL**  
527

528 Section 11.1 The City shall pay for a \$25,000 Life Insurance policy for Fire Department  
529 employees covered under this bargaining agreement.  
530

531 Section 11.2 The City shall make available a consumer medical and vision insurance  
532 plan for its employees and dependents. The City shall make available dental insurance  
533 for its employees and dependents and shall pay the total premium for such insurance.  
534

535 Employees covered by this Agreement shall be insured by a medical and vision  
536 insurance plan through AWC that includes dependent coverage and major medical  
537 coverage for employees and dependents. The parties agree that AWC controls the plan  
538 design and the Board of Trustees may make changes from time to time. ~~The~~  
539 ~~employees will contribute toward medical insurance premium costs as follows:~~  
540

541 ~~Effective 1/1/17: Employees will remain on the existing HealthFirst \$0 deductible plan~~  
542 ~~through December 31, 2017 and will contribute to the health insurance premium costs~~  
543 ~~as follows:~~  
544

545 ~~\_\_\_\_\_ Effective 1/1/17: \_\_\_\_\_ \$140/month (single)~~  
546 ~~\_\_\_\_\_ \$150/month (married)~~  
547 ~~\_\_\_\_\_ \$160/month (married with dependents)~~  
548

549 ~~“Single” includes employee only, or employee plus one dependent. “Married” includes~~  
550 ~~employee and spouse or employee plus two or more dependents. “Married with~~  
551 ~~dependents” includes employee, spouse, plus one or more dependents.~~  
552

553  
554 ~~Effective 1/1/18:~~ Employees and their dependents will ~~transition to~~ remain on the  
555 HealthFirst \$250 deductible plan. Employees will be responsible for five percent (5%) of  
556 the health insurance premium costs applicable to the level of coverage they select for  
557 themselves and their dependents (single, married, married with dependents, etc.).  
558

559 The City agrees that there shall be no decreases in medical benefits for the life of this  
560 Agreement, with the exception of those made by the benefit trust board of the  
561 Association of Washington Cities. If AWC’s benefit trust board does make changes as  
562 described above, the City agrees to bargain with the Union over the impacts of those  
563 changes.  
564

565 ~~Section 11.3~~ ~~For active employees hired prior to December 31, 2009, and who retire~~  
566 ~~prior to January 1, 2015, the City will subsidize the retiree only premium after the initial~~  
567 ~~18 months of COBRA is exhausted. There will be no subsidy for the first 18 months~~  
568 ~~when the employee is covered under COBRA. The subsidy offered by the City will be~~  
569 ~~the difference between the AWC non-subsidized plan (R-1500 or its successor)~~  
570 ~~premium for retiree only and the AWC subsidized plan (AWC HealthFirst 100 or its~~  
571 ~~successor premium). This subsidy expires on the date the retiree is eligible to join the~~  
572 ~~subsidized plan (AWC HealthFirst 1000 or its successor).~~

§73  
§74 Section 11.3 The City shall contribute \$75 per month to the Washington State Council  
575 of Firefighters Medical Expense Reimbursement Plan (MERP) for each member of the  
576 bargaining unit.

577 **ARTICLE 12**  
578 **HOLIDAYS**  
579

580 Section 12.1 The following are holidays for all regular and probationary fire department  
581 bargaining unit employees:  
582

- 583 1. New Year's Day (January 1st)
- 584 2. Martin Luther King's Birthday (3rd Monday of January)
- 585 3. President's Day (3rd Monday of February)
- 586 4. Memorial Day (Last Monday in May)
- 587 5. Fourth of July (July 4th)
- 588 6. Labor Day (1st Monday in September)
- 589 7. Veteran's Day (November 11th)
- 590 8. Thanksgiving Day (4th Thursday in November)
- 591 9. The day immediately following Thanksgiving Day
- 592 10. Christmas Day (December 25th)
- 593 11. Floating Holiday
- 594 12. Floating Holiday
- 595 13. Floating Holiday (for 24 hour shift personnel only)
- 596 14. Additional 16 hours of holiday pay (for 24 hour shift personnel only)
- 597

598 Any special holiday proclaimed by the Governor or the City Council and granted to all  
599 other City employees shall be enjoyed by the firefighters as well.  
600

601 It is recognized that all personnel may not be absent from duty on these particular  
602 holidays; however, the holidays are creditable as official holidays for salary purposes.  
603

604 Section 12.2 All regular full-time 24 hour shift employees covered by this Agreement  
605 shall receive during the first week in December a lump sum equal to one-hundred  
606 twenty (120) hours of pay at the straight time rates as compensation for work performed  
607 on any/or all holidays as stipulated above. Employees who are not employed the entire  
608 calendar year shall only be compensated for the ten (10) holidays listed above which fall  
609 within their term of employment. 40 hour personnel shall not receive a lump sum  
610 payment and instead will receive the identified holidays off with pay throughout the year.  
611

612 For 24 hour shift personnel, forty hours (40) of the one-hundred twenty (120) hours of  
613 pay is payment for any requirement for floating holidays. Employees who are not  
614 employed the entire year shall receive a pro-rated amount of the forty hours based on  
615 the number of full months during the year in which they were employed.  
616

617 For 40 hour personnel, employees have the option to utilize their floating holidays to  
618 care for themselves, their child(ren), or a seriously ill family member, including spouse,  
619 parents, parents-in-law, grandparents, and adult children with disabilities, as allowed in  
620 RCW 49.12.265 – RCW 49.12.295.

**ARTICLE 13**  
**SAFETY**

621  
622  
623  
624  
625  
626  
627  
628  
629  
630  
631  
632  
633  
634

Section 13.1 The City will provide safety measures and safety rules to minimize accidents and health hazards to the employees during their hours of employment. The Union agrees to cooperate with the City to the end that the employees shall use such safety equipment when so provided and observe such safety and health regulations as provided by the City.

Section 13.2 The City agrees to furnish employees turnout uniforms and related protective equipment. In addition, the City will budget appropriate funds to be used to furnish and replace standard work shirts with insignias, pants and jackets and dress shoes or boots. The employee in consideration thereof shall report at the start of each shift in a clean and presentable condition.

**ARTICLE 14**  
**TEMPORARY ASSIGNMENT**

Section 14.1 In connection with the Civil Service Commission's certification of promotional eligibility lists, the following requirements shall take effect for temporary assignments:

**Battalion Chief:** In the event there is no Battalion Chief on duty, nor an on-duty Captain who is on the Battalion Chief promotional list, the position shall be filled in the following order:

- 1) From the overtime list, by an off-duty person of the same rank or an off-duty person on the Battalion Chief promotional list.
- 2) By the best qualified on-duty person, as determined by the Chief, or his designee.

~~Captain: In the event where a Captain is not on duty, nor an on-duty firefighter who is on the Captain's promotional list, the position shall be filled in the following order:~~

- ~~1) From the overtime list, by an off-duty person of the same rank or an off-duty person on the Captain promotional list.~~
- ~~2) By the best qualified on-duty person, as determined by the Chief, or his designee.~~

Captain: In the event there is no Captain on duty, nor an on-duty firefighter who is on the Captain's promotional list, the position shall be filled in the following order:

- 1) An on-duty firefighter who has completed the Fire Officer Development Program for Fire Captain, with preference given to members who have declared their intention to test, or an on-duty firefighter who has completed Step 1 of the Program;
- 2) If there are fewer than twelve (12) Local members who, at a minimum, have completed Step 1 or are on a current promotional list, a written list of individuals qualified to temporarily upgrade to the position of Fire Captain as necessary to bring the total number up to 12 will be established. This established list shall be submitted by the Fire Chief based on parameters agreed upon by the Chief and the Local. Parameters will include placement on a prior promotional list, members with at least ten years of service to the Department, and other qualifications as recognized by the Fire Chief and the Local. Those individuals placed on the list will have the option to deny placement on the list. Once at least 12 Local members have completed Step 1, then completion of Step 1 becomes the minimum requirement to upgrade to Captain. If the number of active participants that have completed, at a minimum, Step 1 drops below 12, the Fire Chief will submit a new list, and so on;
- 3) From the overtime list, by an off-duty officer or an off-duty firefighter who is either on the Captain promotional list or has completed, at a minimum, Step 1 of the Program;

682 4) If, after following these steps, the position is still vacant, the Continuous  
683 Service Policy as outlined in Section 9.4 of the CBA will be utilized.

684  
685 The Parties will continue in good faith their work on the Officer Development Task Book  
686 for Battalion Chief with the intent of utilizing it as a part of the requirements for a  
687 temporary assignment to an officerBattalion Chief position. ~~The Parties are committed~~  
688 ~~to completing this process by January 1, 2019.~~  
689

690 Section 14.2 It is understood that the employees temporarily acting in a supervisory  
691 capacity are covered by the terms of this entire section.

692

693 Section 14.3 Upgrades or acting appointments for Captains shall receive an increase  
694 equivalent to the difference between top step fire fighter and second step Captain.

695

696 Section 14.4 Upgrades or acting appointments for Battalion Chief shall receive an  
697 increase equivalent to the difference between top step Captain and second step  
698 Battalion Chief.

699

700 Section 14.5 Temporary, provisional, and promotional appointments shall go to the first  
701 step in the salary range that gives them an increase.

702

703 Section 14.6 In the event an employee completes only a portion of a shift in an upgrade  
704 classification, he shall only receive the upgrade pay in proportion to the amount of the  
705 shift hours worked in any upgrade.

706

707 Section 14.7 The promotional testing for Captain and Battalion Chief shall be as  
708 determined by the Civil Service Commission, ~~or at least once every two years.~~

709 **ARTICLE 15**  
710 **SICK LEAVE**

711  
712 Section 15.1 LEOFF II employees shall earn sick leave and may be granted time off  
713 with pay covering periods of illness or involuntary physical incapacity except time off  
714 caused by accidents or involuntary physical incapacity in connection with other gainful  
715 employment. ~~Effective January 1, 2017, sick leave will be accrued as follows:~~

716  
717 ~~40 hour per week employees: 8 hours per month~~  
718 ~~24 hour shift employees:~~  
719 ~~1) With less than 1,000 hours accrued sick leave – 24 hours per month~~  
720 ~~2) With 1,000 or more hours accrued sick leave – 12 hours per month~~  
721

722  
723 ~~Effective March 1, 2018, s~~Sick leave will be accrued as follows:

724  
725 40 hour per week employees: 8 hours per month  
726 24 hour shift employees:  
727 1) During the first three years of employment – 24 hours per month  
728 (except as provided in section 15.9)  
729 2) After the first three years of employment – 12 hours per month  
730

731 Sick leave may be accumulated up to a maximum of one thousand six hundred sixty-  
732 four (1,664) hours. If sick leave is exhausted, the employee shall then receive all  
733 benefits provided under the appropriate firefighter's pension plan. Any sick leave taken  
734 shall be taken by the hour and on an hour-per-hour basis.

735  
736 LEOFF II employees have the option to utilize earned accrued sick leave to care for  
737 themselves, their child(ren), or a seriously ill family member, including spouse, parents,  
738 parents-in-law, grandparents, and adult children with disabilities, as allowed by RCW  
739 49.12.265 – RCW 49.12.295.

740  
741 In order to be granted sick leave with pay, an employee must meet the following  
742 conditions:

- 743
- 744 1. Report to the Fire Chief or the Officer in Charge the reason for the  
745 absence. Sick report must be made not later than thirty (30) minutes  
746 before the beginning of the scheduled work shift.
  - 747
  - 748 2. Keep the Fire Chief or the Officer in Charge informed of his condition if the  
749 absence is to be more than one shift in duration. The Chief or his  
750 representative shall make the determination of how often the employee is  
751 to report based on the nature of illness or injury, although reporting will not  
752 be more frequent than once per week.
  - 753

754 Section 15.2 Employees covered under this Agreement ordered to work for limited duty  
755 purposes may appeal duty assignments under Article 7 of this Agreement in the event  
756 such assignment is beyond the scope of their duty capability as determined by an

757 accredited medical opinion.

758  
759 Section 15.3 If the absence extends beyond ~~two-three~~ (23) working shifts duration, the  
760 employee will be required, at the option of the Fire Chief, to submit a medical certificate  
761 signed by a physician stating the kind and nature of sickness or injury and that the  
762 employee has been incapacitated for work for the period of absence or quarantine  
763 and/or is required to receive out-patient care and stating when he is again physically  
764 able to perform his regular duties.

765  
766 Section 15.4 The City will be permitted to make a medical examination or a nurse's visit  
767 over and above the other medical opinions if the City deems it so desirable. Such  
768 request shall be governed by Section 27.2 of this Agreement regarding Fitness for Duty  
769 Evaluations. The expenses of such medical examinations or nursing visits shall be paid  
770 by the City.

771  
772 Section 15.5 Leave with pay shall be granted by the City up to a maximum of two (2)  
773 consecutive work shifts in any calendar year for each death in the immediate family.  
774 Such leave may be extended in special circumstances with approval of the City  
775 Manager. Immediate family shall include only father, mother, grandfather, grandmother,  
776 father-in-law, mother-in-law, spouse, brother, sister, children or grandchildren of the  
777 employee. This section shall not pertain to an employee who is not receiving pay.

778  
779 Section 15.6 Any employee found to have abused the sick leave benefit may thereupon  
780 be subject to dismissal upon recommendation of the Fire Chief and at the discretion of  
781 the City Manager.

782  
783 Section 15.7 Time off for sickness in excess of accrued sick leave shall be charged to  
784 unused vacation.

785  
786 Section 15.8 Each LEOFF II employee at the time of leaving the employment of the  
787 City, except for any such employee who is terminated for just cause, shall have twenty  
788 five percent (25%) of his accumulated and unused sick leave converted to and be  
789 added to any other accrued vacation time. This conversion shall be applied to a  
790 maximum accumulation of 1,664 hours of unused sick leave only.

791  
792 Section 15.9 Each new LEOFF II employee hired after December 31, 1990, shall  
793 receive seventy-two (72) hours of sick leave upon hire. However, during the first six  
794 months of employment, the employee will not accrue any additional sick leave. Should  
795 the employee leave employment prior to the completion of six months of service, the  
796 employee shall only be eligible within the guidelines of Section 15.9 for unused sick  
797 leave that would normally have been accrued for the months employed.

798  
799 Section 15.10 The current City of Kennewick Family Medical Leave policy shall be in  
800 effect for the duration of this contract. In the case of an employee being seriously ill, the  
801 first ten (10) shifts shall not be counted toward Family Medical Leave Act (FMLA) leave.  
802 However, subsequent days off for the same illness/injury within the rolling year, will  
803 count as part of the FMLA leave.

804 **ARTICLE 16**  
805 **VACATION**  
806

807 Section 16.1 Each full-time employee shall accrue vacation time as set forth below,  
808 based on his/her continuous length of service accumulated as of the most recent  
809 anniversary date of employment:  
810

811 24 Hour Shift Personnel

<u>Service</u>	<u>Accrual</u>
812 Start through 3 years	12 hours per month
813 Entering 4 through 9 years	15 hours per month
814 Entering 10 through 14 years	18 hours per month
815 Entering 15 through 19 years	21 hours per month
816 Entering 20 through 24 years	24 hours per month
817 Entering 25 years and over	26 hours per month

821 40 Hour Per Week Personnel

<u>Service</u>	<u>Accrual</u>
822 Start through 5 years	10 hours per month
823 Entering 6 through 9 years	12 hours per month
824 Entering 10 through 14 years	14 hours per month
825 Entering 15 through 19 years	16 hours per month
826 Entering 20 years and over	18 hours per month

827 Section 16.2 Upon the death of any employee, the accrued vacation pay of the  
828 deceased employee shall be paid to the same individual to whom is paid the employee's  
829 accrued wages.  
830

831 Section 16.3 Vacation hours shall be scheduled by the Chief or his designee, at time  
832 when they will constitute minimum conflicts with work schedules. Once approved, the  
833 vacation will not be subject to cancellation except for emergencies as defined in Section  
834 6.2 or at the option of the employee. When two (2) or more employees put in a request  
835 at the same time, for the same period, and the City will allow one (1) employee off for  
836 that period, the employee with the longest service record shall be allowed the subject  
837 vacation.  
838

839 Employees have the option to utilize earned vacation leave to care for themselves, their  
840 child(ren), or a seriously ill family member including spouse, parents, parents-in-law,  
841 grandparents, and adult children with disabilities, as allowed by RCW 49.12.265 – RCW  
842 49.12.295. The approval process to access annual leave for this purpose is as stated in  
843 this article.  
844

849 Section 16.4 No vacation shall be taken during the first six (6) months of probationary  
850 employment. No accumulation of accrued vacation credit in excess of three hundred  
851 (300) hours will be permitted.

852  
853 Section 16.5 An employee who is discharged for any reason shall receive  
854 compensation for all accrued vacation.

855  
856 Section 16.6 Every consideration will be given to allowing regular employees summer  
857 vacations.

**ARTICLE 17**  
**FORCE REDUCTION AND REHIRE**

858  
859  
860  
861 Section 17.1 In the case of personnel reduction the employee with the least seniority  
862 shall be laid off first. Time in grade and time in the Fire Department shall be given the  
863 utmost consideration. The right to lay off employees for lack of work or funds or  
864 because of the occurrence of conditions beyond the control of the City shall not be  
865 considered within negotiable matters pertaining to wages, hours and working conditions.  
866 No new employee shall be hired until the laid off employees have been given an  
867 opportunity to return to work at the first rehire available for full-time employment as a fire  
868 fighter.

869  
870 When the laid off employee is notified of the opportunity to return to work, the employee  
871 shall have seven (7) calendar days to decide whether he/she will return to the job.  
872 From the date of the decision, the employee must return to work within thirty (30)  
873 calendar days, or their right to rehire will be considered waived.

**ARTICLE 18**  
**LEAVE OF ABSENCE**

874  
875  
876  
877 Section 18.1 The City Manager may authorize unpaid leaves of absence up to a  
878 maximum duration of one (1) year, except in the case of a leave necessitated by service  
879 in the Armed Forces of the United States, in which case current State or Federal law will  
880 apply. Upon expiration of such regularly approved leave, the employee shall be  
881 reinstated in the position held at the time leave was granted. Failure on the part of the  
882 employee to report for duty promptly at the expiration of such leave shall be regarded as  
883 voluntary resignation.

884  
885 Section 18.2 Upon expiration of an approved leave of absence or sick leave, an  
886 employee shall be reinstated in the position held at the time the leave was granted.  
887 Only the employees advanced to fill the temporary vacancies created by the leave of  
888 absence shall be affected, and in each case shall return to the jobs they left.  
889 Employees who are granted a leave of absence shall not lose their established  
890 seniority.

891 **ARTICLE 19**  
892 **SENIORITY**  
893

894 Section 19.1 Employees shall have their seniority determined by their total length of  
895 continuous service with the Kennewick City Fire Department. In cases where two or  
896 more employees start to work on the same date, the Civil Service Rules and  
897 Regulations shall determine seniority.  
898

899 Section 19.2 The first twelve (12) months of employment shall constitute a probationary  
900 period. Seniority shall apply retroactively to date of hire after successful completion of  
901 the probationary period.  
902

903 Section 19.3 Any regular employee who is promoted to Captain or Battalion Chief shall  
904 have a probation period consisting of twelve (12) months from the date of promotion. If  
905 this employee fails to demonstrate he/she can completely and satisfactorily perform the  
906 job within the twelve (12) month probation period, the City may retain the employee at  
907 his/her present position, or at its discretion, return the employee to his/her former  
908 position classification and pay status without any loss in seniority. Any other employees  
909 who transferred or were promoted following, and as a result of this employee's transfer  
910 or promotion, shall also be returned to their former position and pay status.  
911

912 Section 19.4 In the event an employee covered under this Agreement is promoted into  
913 a supervisory position not covered by this Agreement, he shall continue to earn seniority  
914 in the classification from which he was promoted. In the event the employee is later  
915 demoted to a lower classification and/or position, his latest earned seniority shall be  
916 compared with the employee(s) currently occupying the classification and/or position to  
917 determine who shall fill such position.

**ARTICLE 20**  
**SALARIES**

918  
919  
920  
921 Section 20.1 The schedules attached as Appendix "A" of this Agreement have been  
922 approved by the Union and the City establishing salaries and hourly wages to be paid  
923 beginning January 1, 2020.

924  
925 The 2020-2022 salary schedule reflects the following increases:

926           2020 January 1     3.0%

927           2021 January 1     3.0%

928           2022 January 1     3.0%

929  
930 The total contribution to the ICMA deferred compensation program will be five percent  
931 (5%). The city's contribution shall be based on the employee's monthly salary (as  
932 identified in Appendix "A") plus classification and specialty pay if applicable.

933  
934 Section 20.2 The Union recognizes the City's obligation to train personnel in the  
935 methods of medical service training and agrees that the employees shall participate in  
936 pre-scheduled courses. When training classes or instruction courses are required by  
937 the City to be taken on off-duty time, the employee shall be compensated at the  
938 overtime rate as stated in Appendix "A." In consideration of this, the Union agrees that  
939 the certification level of Emergency Medical Technician shall be maintained by all  
940 employees as a condition of employment.

941  
942 Authorized leave will be granted to probationary employees to attend required EMT  
943 certification classes, provided it does not create an overtime situation.

944  
945 Section 20.3 Pay step increases, as stipulated in the Appendix of the contract, will be  
946 made effective upon completion of the requirements for the corresponding step of the  
947 Joint Apprenticeship and Training Committee (JATC) program. New employees falling  
948 under the requirements of the JATC program must successfully complete each  
949 applicable step of said program in order to achieve a pay step increase.

950  
951 Section 20.4 Education and years of service shall be recognized in accordance with  
952 Article 26 Firefighter Classification Program.

953  
954 Section 20.5 Certified paramedics, authorized by the City, shall receive additional  
955 compensation, calculated as twelve percent (12%) of top step fire fighter salary. Such  
956 additional compensation shall be included as part of their base wage for fire fighter or  
957 captain.

958  
959 The City shall compensate paramedics at the overtime rate for off-duty attendance at  
960 PALS, ACLS, Advanced Airway, as well as two required paramedic meetings annually  
961 as mandated by the Medical Program Director.

964 Section 20.6 Captain salaries shall be based on a percentage of the top step fire fighter  
965 salary in accordance with the following schedule:

	<u>Hire</u>	<u>1st Year</u>	<u>2nd Year</u>
966			
967			
968	107%	112%	117%
969			

970 Section 20.7 Administrative Captain salaries shall be based on a percentage of the top  
971 step firefighter salary in accordance with the following schedule:

	<u>Hire</u>	<u>1st Year</u>	<u>2nd Year</u>
972			
973			
974	121%	124%	127%
975			

976 Section 20.8 The parties intend that in no instance will an individual moving from a Shift  
977 Captain position to an Administrative Captain position take a cut in pay as determined  
978 by comparing an Administrative Captain yearly salary to a Shift Captain yearly salary  
979 plus holiday pay. To effectuate the intent of the parties, it is agreed that if a Shift  
980 Captain at the 2nd Year Captain step moves into an Administrative Captain position,  
981 he/she will bypass the Administrative Captain Hire Step and move directly into the 1st  
982 Year Administrative Captain Step.

983  
984 Section 20.9 Battalion Chiefs salaries shall be based on a percentage of the top step  
985 firefighter salary in accordance with the following schedule:

	<u>Hire</u>	<u>1st Year</u>	<u>2nd Year</u>
986			
987			
988	126%	129%	132%
989			

990 Section 20.10 Battalion Chief Training Officer shall have his/her salary calculated in the  
991 following manner:

- 992
- 993 1. Determine the hourly wage of the appropriate Battalion Chief step.
  - 994 2. Multiply the hourly rate times 96 hours (holiday pay).
  - 995 3. Divide the figure obtained in step 2 by 12 to obtain a monthly figure.
  - 996 4. Add the monthly total obtained in step 3 to the appropriate Battalion Chief  
997 step.
- 998

999 Section 20.11 The salaries of apprentice fire fighters shall be based on a percentage of  
1000 the top step fire fighter salary in accordance with their progression toward obtaining  
1001 journeyman status as approved by the Washington State JATC:

1002	JATC Step 1 (approx. 0-2000 hours):	76% of top step fire fighter
1003	JATC Step 2 (approx. 2000-4000 hours):	84% of top step fire fighter
1004	JATC Step 3 (approx. 4000-6000 hours):	92% of top step fire fighter
1005	JATC Journeyman status:	100% of top step fire fighter
1006		

1007 Section 20.12 Once entry into the paramedic program is approved by the Chief, the  
1008 City shall reimburse the paramedic student's tuition for paramedic training. The student  
1009 is obligated to complete and pass the course, or pay back to the City the funds  
1010 expended for tuition. Upon completion of the paramedic course, the paramedic is  
1011 obligated to maintain his/her certification, and to perform the duties of a paramedic for a

1012 minimum of four years. If the paramedic drops or loses his/her certification prior to the  
1013 completion of four years of service, he/she will be required to pay back to the City 25%  
1014 of the cost of tuition for every complete year short of the four-year obligation.

1015

1016 Section 20.13 The City will provide overtime backfill to allow on-duty employees  
1017 approved for and enrolled in the CBC paramedic program to attend class when class is  
1018 not offered on the employees' regularly scheduled days off. If, however, on-duty  
1019 staffing is above the identified preferred staffing level, on-duty employees may be re-  
1020 assigned to attend class so long as the identified preferred staffing level is maintained.

**ARTICLE 21**  
**OUTSIDE EMPLOYMENT**

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1023  
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Section 21.1 The members of the Union agree that their first line of employment is with the City of Kennewick Fire Department and they shall give it first consideration. Outside employment shall in no way take preference over emergency call-in required by the Department.

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**ARTICLE 22**  
**NOTICES**

Section 22.1 Any notice provided for herein shall be sufficient if it is in writing and delivered to an authorized representative. The notice must be signed.

Section 22.2 Authorized representatives of the Union include, but are not limited to, the President and the Secretary/Treasurer of the Local. Authorized representatives of the Employer (City) include, but are not limited to, the City Manager or his/her designee.

**ARTICLE 23**  
**SHIFT EXCHANGE**

1037  
1038  
1039  
1040 Section 23.1 Employees shall have the right to exchange up to fifteen (15) shifts during  
1041 a calendar year upon approval of the Fire Chief or designee when the change does not  
1042 interfere with the operation of the Fire Department, provided written notice is given to  
1043 the Chief, or designee, seven (7) days prior to the selected shift exchange. In  
1044 extraordinary situations, the Chief may approve additional shift exchanges.

1045  
1046 The limitation on number of shift exchanges shall not apply to intra-shift trades or  
1047 matters regarding Union business.

1048  
1049 Section 23.2 When non-City required training courses are given during on-shift periods  
1050 of time, employees may attend the course if they can arrange for their time on-shift to  
1051 be covered. There will be no compensation for off-shift periods of time for an employee  
1052 to attend classes.

1053  
1054 Section 23.3 Trading shall be among persons of the same rank, with the exception that  
1055 persons who are qualified to be assigned from time to time to act in the higher  
1056 classification will be considered as an acceptable trade.

1057  
1058 Section 23.4 Probationary fire fighters shall only be allowed to trade shifts with the  
1059 express approval of the Chief, or designee.

1060  
1061 Section 23.5 Shift trades shall not result in any additional cost to the City as determined  
1062 at the time the shift trade is approved.

1063  
1064 Section 23.6 The City has no obligation to ensure or facilitate any repayment of time  
1065 due an employee under this article, and the City will not monitor or mediate any  
1066 situations involving shift trade paybacks.

1067  
1068 Section 23.7 Once the trade is approved, the requesting employee is no longer  
1069 obligated to report for the selected shift. By accepting a shift trade, the submitting  
1070 employee agrees to take full responsibility for the selected shift.

1071  
1072 Section 23.8 If the substituting employee separates from service with the Department  
1073 for any reason before repaying a shift trade, the substituting employee will have one  
1074 and one half (1.5) hours, or the monetary equivalent, subtracted from his or her vacation  
1075 bank for each outstanding shift trade hour not yet repaid in order to cover the cost to the  
1076 City of filling the potential overtime position.

**ARTICLE 24**  
**TOBACCO USE**

1077  
1078  
1079  
1080 Section 24.1 New employees covered by this agreement hired after July 1, 1993, will  
1081 have agreed, as a condition of employment, to be tobacco-free on and off duty. If any  
1082 of these employees begins tobacco use, they will be subject to progressive disciplinary  
1083 action in accordance with the Kennewick Fire Department Rules and Regulations. The  
1084 progressive action as outlined in Rule 8 shall include an oral warning for a first offense,  
1085 and shall progress to a written warning for a second offense. Suspension and  
1086 termination for continuing use of tobacco will result.

1087 **ARTICLE 25**  
1088 **FORTY HOUR WEEK PERSONNEL**  
1089

1090 At the discretion of the Fire Chief, forty-hour employees will earn overtime pay for  
1091 emergency major alarm situations, or for all hours worked in excess of ~~eight (8) hours~~  
1092 ~~per day or forty (40) hours per week (in the event of 8-hour days), or ten (10) hours per~~  
1093 ~~day or forty (40) hours per week (in the event of 10-hour days) the employees' approved~~  
1094 ~~daily schedule (including eight-, nine-, or ten-hour shifts) or forty hours per week.~~

1095  
1096 With the approval of the Chief, line-qualified, forty-hour personnel may be eligible for  
1097 regular shift overtime provided it does not interfere with their normal work assignment.  
1098

1099 Section 25.1 The hourly overtime rate shall be based on a 2,080 hour work year, at the  
1100 rate of time and one-half (1.5). Overtime shall be based on Section 10.2 of this  
1101 Agreement.  
1102

1103 Section 25.2 Sick leave shall accrue at the rate of eight (8) hours per month for LEOFF  
1104 II employees, to a maximum of one thousand six hundred sixty-four (1,664) hours, with  
1105 the provisions of Article 15.9 governing payback. The City of Kennewick Personnel  
1106 Rules and Regulations shall govern benefits such as holidays, leaves of absence, which  
1107 include death or illness in the immediate family, doctor and dentist appointments,  
1108 maternity leave, leave without pay, jury duty, voting, military leave, and family leave.  
1109

1110 Section 25.3 As assigned by the Chief, the hours of work shall be forty hours per week  
1111 broken down as eight (8) hours per day, Monday through Friday, 8:00 a.m. to 5:00 p.m.,  
1112 with a one-hour, unpaid lunch. At the request of the employee, the Chief will consider  
1113 an alternate schedule consisting of either four ten-hour shifts or a nine-eighty schedule.  
1114 With prior approval, employees may flex time within their designated work week.  
1115

1116 Section 25.4 The Training Captain, EMS Captain and Captain Inspector/Deputy Fire  
1117 Marshal will receive pro-pays for Hazmat, TRT, SCBA Technician and Fire Investigator  
1118 based upon the requirements for each job description, and will be eligible to receive the  
1119 differential for maintaining paramedic status.

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**ARTICLE 26**  
**FIRE FIGHTER CLASSIFICATION PROGRAM**

Section 26.1 Employees covered under the terms and conditions of this bargaining agreement are eligible to qualify for combined education and longevity incentives based on the following matrix:

	<u>8 Years</u>	<u>13 Years</u>	<u>18 Years</u>	<u>23 Years</u>	<u>28 Years</u>
45 college credits	1.0%	2.0%	2.5%	3.0%	3.5%
90 college credits	2.0%	3.0%	4.0%	5.0%	6.0%
135 college credits	3.0%	4.0%	5.0%	6.0%	7.0%
180 college credits	4.0%	5.0%	6.0%	7.0%	8.0%

1127 [For the purpose of this policy, college credits refers to quarter credits. To convert](#)  
1128 [semester credits, multiply them by 1.5 to determine the equivalent number of quarter](#)  
1129 [credits.](#)

1131 Section 26.2 The designated increases shall be applied to the individual's base salary.

1133 Section 26.3 The years of service listed in Section 26.1 indicates the number of years  
1134 of service that must be completed before an individual qualifies in that row.

1136 Section 26.4 An employee who qualifies for the combined education and longevity  
1137 increase based on the above matrix is solely responsible for submitting his/her  
1138 transcript in a timely manner. Transcripts must be submitted within one (1) year of the  
1139 employee becoming eligible for the education/longevity increase. Should the employee  
1140 fail to meet the one-year expectation, retroactive pay will only be reimbursed up to  
1141 twelve (12) months from the date all required documentation is submitted and approved  
1142 by the City.

**ARTICLE 27**  
**WELLNESS AND FITNESS**

1143  
1144  
1145  
1146  
1147  
1148  
1149

Section 27.1 The City and the Union recognize that the physical and mental health of employees is important in assisting to fulfill the mission of the City and the Fire Department. Both parties will continue to work together to promote wellness and fitness.

**ARTICLE 28**  
**FIT FOR DUTY EVALUATION**

1150  
1151  
1152  
1153 Section 28.1 The City of Kennewick may send an employee for a Fitness for Duty  
1154 Evaluation (FFDE) when the City has reasonable belief, based on objective evidence,  
1155 that an employee's ability to perform the essential functions of the position may be  
1156 impaired by a medical condition, or an employee will pose a direct threat due to a  
1157 medical condition.

1158  
1159 28.1.1 The City of Kennewick may send an employee who is on active duty and  
1160 who has not missed any time from work, or has missed less than two (2)  
1161 shifts of work, for an FFDE when:

- 1162  
1163 1. A supervisor of the Kennewick Fire Department;  
1164 2. knows about a particular employee's medical condition; and  
1165 3. has observed performance problems; and  
1166 4. can reasonably attribute these problems to the employee's medical  
1167 condition; and  
1168 5. the objective behavior or physical condition of the employee causes  
1169 the supervisor to reasonably believe that the employee in question has  
1170 a medical condition that will either immediately impair his/her ability to  
1171 perform the essential functions of the job, or will pose an immediate  
1172 direct threat to the safety of the employee or to fellow employees or the  
1173 public; and  
1174 6. the supervisor has reported this concern to a command staff member  
1175 as soon as practical.  
1176

1177 28.1.2 The City may also send an employee for an FFDE when the employee is  
1178 either returning to work after missing two or more shifts of work because of  
1179 an injury or illness or when the employee is returning to full duty from a  
1180 previous light duty position.  
1181

1182 The written basis for ordering the FFDE described under Section 28.1.1 or Section  
1183 28.1.2 above must be provided to the employee at or before the time when the  
1184 employee is directed to obtain the FFDE. The City will notify the Local, in writing, of the  
1185 requirement that an employee attend an FFDE.  
1186

1187 The FFDE must be job-related and consistent with business necessity. The basis of the  
1188 FFDE shall be limited to determining whether the employee is able to perform the  
1189 essential functions of his/her position without posing a direct threat, with or without  
1190 restriction, based on their current job description. In order to assist with his/her  
1191 analysis, the health care professional conducting the FFDE will be provided with a copy  
1192 of the employee's current job description, the "Doctor's Release For Work" form found in  
1193 SOG 1-V-9, and a copy of any written documentation of the employee's behavior or  
1194 physical condition leading up to the FFDE.  
1195

1196 The FFDE will be conducted by a health care professional who is chosen by the  
1197 employee and who has expertise in the employee's specific condition(s).

1198  
1199 Any expenses that are connected to the FFDE will be paid for under the health  
1200 insurance plan that is provided to the employee by the City. Any additional costs or  
1201 expenses of any kind that are connected with the FFDE (including, but not limited to,  
1202 reasonable travel costs, co-pays, etc.) that are not covered by the City's health  
1203 insurance shall be paid for by the City.

1204  
1205 If the health care professional who is conducting the FFDE determines that the  
1206 employee is able to perform the essential functions of his/her job without any  
1207 restriction(s), and without posing any danger to themselves, their co-workers, or the  
1208 public, this is the only information that will be provided to the City (i.e., the City will be  
1209 informed that the employee is fit for duty and nothing more will be revealed about the  
1210 employee's medical condition). In this case, the release to return to work and/or to  
1211 return to a full duty position, signed by the employee's treating physician, will be  
1212 considered to be sufficient by the City, and no requirements will be imposed upon the  
1213 employee, except as outlined in Section 28.2 below.

1214  
1215 Section 28.2 Second Opinion: If the City, after receiving the release to return to work  
1216 and/or to return to a full duty position from the initial FFDE, can demonstrate in writing  
1217 the need to obtain a second medical opinion regarding the employee's condition, then  
1218 the City may direct the employee to obtain an additional FFDE. The second opinion  
1219 evaluation shall be performed by a recognized occupational health provider or by a  
1220 specialist in a field agreed upon by both parties. All of the conditions placed on the  
1221 initial FFDE shall also apply to the second medical opinion (i.e., Union must be notified  
1222 in writing, second FFDE must be job-related and a business necessity, costs shall be  
1223 borne by the City's health insurance plan, etc.).

1224  
1225 Section 28.3 Third Opinion: In the event there are two conflicting medical opinions  
1226 after following the procedures identified above, the City expressly reserves the right to  
1227 send the employee for a third opinion from a health care professional jointly selected by  
1228 the City and Local 1296, which the parties sharing the expense on an equal basis. This  
1229 third opinion shall be binding on both parties.

1230  
1231 If the parties are unable to agree on the third health care professional, each party shall  
1232 submit three names of qualified medical providers who will be placed on a list. The  
1233 parties shall then alternatively strike names until one qualified provider remains. A coin  
1234 flip shall determine who strikes first.

1235  
1236 Section 28.4 Throughout the FFDE process, if it is determined by a health care  
1237 professional that some sort of work restriction is needed in order for the employee to be  
1238 able to continue to perform the essential functions of the job, or if it is determined that a  
1239 danger of some sort does exist to the employee, the employee's co-workers, or the  
1240 public, then the health care professional in question will provide the City with only the  
1241 amount of information about such a situation that is necessary to allow the City to make  
1242 a reasonable business decision about how to proceed. This will also be the case if the  
1243 health care professional determines that the employee is currently unable to perform the  
1244 essential functions of their position or is a danger to themselves or others either on a  
1245 temporary or permanent basis. In this event, the employee, the President of Local

1246 1296, and the City would meet as soon as possible to discuss the situation in an  
1247 attempt to reach an agreed-upon solution.

1248  
1249 Section 28.5 All the time spent by the employee in either the initial FFDE, the second or  
1250 third medical opinions, or any additional consultations with health care professionals in  
1251 connection with this Fitness for Duty process shall be considered to be “hours worked”  
1252 by the employee for the City, and the employee shall be entitled to compensation at  
1253 such time in accordance with the relevant provisions of this Agreement.

**ARTICLE 29**  
**ADMINISTRATIVE CAPTAIN ASSIGNMENTS**

Section 29.1 The Fire Chief shall be vested with the ultimate authority to appoint and remove individuals from the EMS Captain and Fire Training Captain assignments. No mandatory rotation or grandfathering of individuals into these positions shall exist. The Fire Chief, or his designee, retains the ability to reassign personnel as necessary in order to provide for the effective and efficient operation of the Department. Only company officers who have successfully completed probation are eligible for assignment, either voluntarily or involuntarily, to the role of EMS Captain or Fire Training Captain.

Section 29.2 In response to a request from KFD Administration, requests to transfer from Shift Captain to EMS Captain or Fire Training Captain will be submitted by the individual officer and forwarded through the chain-of-command to the Fire Chief. All requests to be assigned as the EMS Captain or Fire Training Captain shall clearly state the officer's basis for the request, to include a statement indicating the qualifications that make the officer well-suited to the role.

In determining whether a voluntary request for assignment as the EMS Captain or Fire Training Captain will be approved, the Department shall consider:

- Administrative Captain qualifications as outlined in the job description;
- Demonstrated aptitude for training assignments specific to Administrative Captain functions;
- Best interests of the Department;
- Overall successful career performance;
- Education; and
- Special qualifications as appropriate.

Section 29.3 Unless extenuating circumstances warrant such action, an officer will not be assigned to serve as the EMS Captain or Fire Training Captain without his or her consent. However, an officer may be involuntarily transferred when said transfer is determined to be necessary and appropriate in the best interests of the Department as determined by the Fire Chief.

When determining whether a Shift Captain will be involuntarily assigned to serve as the EMS Captain or Fire Training Captain, the Department shall consider:

- The existence of a current EMS Captain or Fire Training Captain vacancy which no Shift Captain has volunteered to fill (opening posted for at least 30 days);
- The availability of qualified and well-suited Shift Captains who would successfully fill the assignment as determined by the Fire Chief; and
- The best interests of the Department.

The Fire Chief reserves the right to involuntarily assign a more suitable or qualified individual as the EMS Captain or Fire Training Captain in lieu of selecting any Shift Captain requesting the assignment in the event the Shift Captain requesting transfer is

1302 not well-suited or otherwise qualified to successfully fill the role as determined by the  
1303 Fire Chief.

1304

1305 The decisions to involuntarily transfer a shift captain to serve as the EMS Captain or  
1306 Fire Training Captain, or to deny the request of a Shift Captain seeking appointment as  
1307 the EMS Captain or Fire Training Captain, are non-grievable actions that fall within  
1308 management's contractual right to direct the work force.

1309

1310 Section 29.4 Members assigned to the role of EMS Captain or Fire Training Captain  
1311 will remain in the assignment for a period of no less than three (3) years from the date  
1312 of appointment unless removal is warranted upon mutual agreement of the parties or for  
1313 cause. Employees assigned to the role of EMS Captain or Fire Training Captain will  
1314 rotate out of the assignment after three (3) years, but may serve longer than three (3)  
1315 years upon request and at the direction of the Fire Chief. Employees may be rotated  
1316 out of the EMS Captain or Fire Training Captain assignment with or without cause at the  
1317 Fire Chief's discretion at any point after the initial three-year term has expired. No  
1318 probationary period applies to the assignment as the EMS Captain or Fire Training  
1319 Captain.

1320

1321 Any employee removed for cause from the position of EMS Captain or Fire Training  
1322 Captain within the initial three-year term retains the right to appeal such removal.  
1323 However, removal from the assignment at the Fire Chief's discretion after the initial  
1324 three-year term has expired is not considered discipline or demotion, and cannot be  
1325 grieved. The employee has no right to appeal removal from the position of EMS  
1326 Captain or Fire Training Captain after the first three years so long as the rank of Captain  
1327 is retained by the employee.

1328

1329 Upon leaving assignment as the EMS Captain or Fire Training Captain, the employee  
1330 shall either return to the classification and rate of pay previously held or move into a  
1331 different Administrative Captain assignment. The Fire Chief shall determine the shift to  
1332 which the returning Captain will be appointed if returning to shift status, or the next  
1333 Administrative Captain assignment the employee shall assume.

1334

1335 Section 29.5 Appointment to the position of Captain/Deputy Fire Marshal shall be made  
1336 by open, competitive examination under the established civil service process for the City  
1337 of Kennewick. All interested and qualified members from the Department are able to  
1338 test for placement on the Captain/Deputy Fire Marshall eligibility list. The Fire Chief  
1339 retains the discretion to select the best-suited candidate for promotion to  
1340 Captain/Deputy Fire Marshal from the three (3) top-ranking candidates on the certified  
1341 eligibility list. Nothing in this provision is intended to modify any rights or privileges  
1342 adhering to the City of Kennewick or the employee under the civil service rules as  
1343 existing or as subsequently amended.

1344

1345 A one-year probationary period applies to promotion to the Captain/Deputy Fire  
1346 Marshal, during which time the Fire Chief retains the discretion to remove the employee  
1347 from the position with or without cause. Removal shall be handled in accordance with  
1348 the terms of the current collective bargaining agreement and/or any applicable civil  
1349 service rules. The Fire Chief shall determine the shift to which the returning Captain will

1350 be appointed if returning to line status.

1351  
1352 Section 29.6 To aid in accessibility and communication, each Administrative Captain  
1353 will be provided with a City-issued smart phone. The City reserves the right to  
1354 discontinue the use of City-issued phones at any time and for any reason. City  
1355 employees acquire no property interest in City-issued phones, and are not entitled to  
1356 due process before use of a City-issued phone is terminated. The City does not intend  
1357 to encourage, nor does it authorize, employees to accrue overtime compensation by  
1358 utilizing the capabilities of City-issued smart phones (including use of email and  
1359 internet) during off-duty hours.

1360  
1361 Administrative Captains will be compensated for work-related off-duty contact under the  
1362 following conditions:

- 1363
- 1364 1) The employee's City-issued cellular phone records reflect work-related  
1365 contacts that occurred during off-duty hours; and  
1366
  - 1367 2) The employee maintains a log that details the nature of the call and the  
1368 identification of the caller, and the calls captured in the employee log  
1369 correspond with the information contained in the City cellular phone records.

1370  
1371 Time spent on work-related off-duty phone calls will aggregate and be reported for  
1372 compensation on a monthly basis. When the total monthly aggregate time spent on  
1373 work-related off-duty phone contact is 7 minutes 30 seconds or less, the contact will be  
1374 regarded as *de minimus* and no right to compensation will accrue. When the total  
1375 monthly aggregate time spent on work-related off-duty phone contact is more than 7  
1376 minutes 30 seconds, the employee will be compensated for the actual number of  
1377 minutes worked.

1378  
1379 Section 29.7 Each Administrative Captain will take home a City vehicle for the purpose  
1380 of responding to calls as needed. All City employees are responsible to safeguard the  
1381 City's property while it is in their custody/care and to minimize wear and tear to the  
1382 extent possible. The City reserves the right to discontinue the use of City-issued  
1383 vehicles at any time and for any reason. City employees acquire no property interest in  
1384 City-issued vehicles, and are not entitled to due process before use of a City-issued  
1385 vehicle is terminated.

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**ARTICLE 30**  
**FIRE INSPECTORS**

1389 Section 30.1 The Fire Chief shall be vested with the ultimate authority to appoint and  
1390 remove individuals from the Fire Inspector position in order to provide for the effective  
1391 and efficient operation of the Department. Only journeyman Fire Fighters who have  
1392 successfully completed probation are eligible for assignment to the role of Fire  
1393 Inspector.

1394  
1395 Vacancies at the Fire Inspector position shall be posted internally through the City's  
1396 ordinary recruitment process. In determining how to fill such vacancies, the Department  
1397 shall consider:

- 1398  
1399
- Fire Inspector qualifications as outlined in the job description;
  - Education;
  - Other qualifications as appropriate;
  - Overall career performance; and
  - Best interests of the Department.
- 1400  
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1402  
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1404

1405 A one-year probationary period applies to the Fire Inspector position, during which time  
1406 the Fire Chief retains discretion to remove an individual with or without cause. The  
1407 decision to remove an individual during the probationary period shall be non-grievable.  
1408 If removed, the Fire Chief shall determine the shift to which the returning Fire Fighter  
1409 shall be assigned.

1410  
1411 Following successful completion of the one-year probationary period, individuals  
1412 assigned to the Fire Inspector position shall remain in such position unless removal is  
1413 warranted based upon mutual agreement of the Fire Chief and the individual or upon  
1414 just cause. The decision to remove an individual for cause shall be grievable consistent  
1415 with Article 7.

1416  
1417 Section 30.2 Fire Inspectors shall be paid at the monthly wage as Top Step Fire Fighter  
1418 base wage (TSFF) not including any applicable specialty pay or pro-pay. Fire  
1419 Inspectors will be compensated for obtaining advanced certifications as follows:

- 1420  
1421
- Fire Inspectors will earn salary increases equal to two percent (2%) of TSFF for  
1422 obtaining ICC Inspector I certification within six (6) months of appointment and  
1423 two percent (2%) of TSFF for obtaining ICC Inspector II certification within twelve  
1424 (12) months of appointment.
  - Fire Inspectors will earn salary increases equal to three percent (3%) of TSFF for  
1425 obtaining up to two (2) additional certifications to be pre-approved by the Fire  
1426 Chief or designee, examples of which may include Public Educator, Fire Plans  
1427 Reviewer, Fire Investigator, Alarms and Sprinklers, etc. within twenty-four (24)  
1428 months of appointment. The parties' intent is not to replace the on-shift Fire  
1429 Investigator specialty positions and the parties recognize that such a change  
1430 would be subject to the bargaining process.
- 1431  
1432  
1433

- 1434
- Fire Inspectors will receive a total salary increase of ten percent (10%) of TSFF upon appointment to the position of Fire Inspector. However, if a Fire Inspector fails to obtain one or more identified certifications within the identified time frame, the Fire Inspector will not be further compensated for the certification(s) until actually obtained.
- 1435
- 1436
- 1437
- 1438
- 1439

1440 The City agrees to provide Fire Inspectors the opportunity to obtain all certifications identified above in the identified time frames.

1441

1442

1443 Fire Inspectors will not be eligible to receive any paramedic pay differential. The City agrees to maintain funding for this lost paramedic pay differential and will fill the paramedic vacancy as soon as is reasonably possible.

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1447 Section 30.3 Fire Inspectors shall work forty (40) hours per week, ten hours per day, either Monday through Thursday or Tuesday through Friday, from 0700 to 1800 hours, with a one-hour unpaid lunch break. The Fire Chief shall be responsible for determining individual shift assignments. After one year, the Fire Chief shall give consideration to alternate work schedules.

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1453 Section 30.4 Fire Inspectors shall be subject to the provisions of Article 25 governing forty-hour personnel, including Section 25.2 governing holidays. Accordingly, consistent with Section 2-20-010 of the Kennewick Administrative Code as presently in effect, Fire Inspectors shall be entitled to twelve (12) holidays off work with pay, including three (3) floating holidays to accrue annually on February 1, February 12, and August 31. Consistent with Section 12.2, Fire Inspectors shall not receive a lump sum holiday payment and shall instead receive holidays off with pay throughout the year.

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1461 Section 30.5 Consistent with Article 25, with the approval of the Fire Chief, line-qualified Fire Inspectors may be eligible for regular shift overtime provided it does not interfere with their normal work assignment.

1462

1463

1464

1465 Section 30.6 Fire Inspectors shall not be subject to the continuous service policy.

**ARTICLE 31**  
**TRAINING WAGE**

The Parties agree to establish a fixed training wage ~~of ten dollars (\$10.00) per hour~~ for all members of the Kennewick Fire Department for voluntary training classes/courses that are compensable under the Fair Labor Standards Act (FLSA). The training wage shall ~~increase as necessary to comply with~~ be the federal or Washington State minimum wage, whichever is higher.

The training wage shall apply when the following conditions are met:

1. The employee submits a voluntary request to attend a job-related training class or course;
2. The Training Division reviews the request and determines the training class or course is compensable under the FLSA; and
3. The Training Division determines that approval of the training request is in the best interests of the Kennewick Fire Department.

The training wage shall not apply when the employee is ordered to attend a training class or course as part of his or her job requirements, nor shall it apply when the training class or course is not compensable under the FLSA.

DATED AT KENNEWICK, WASHINGTON, this \_\_\_\_ day of \_\_\_\_\_, 2019.

KENNEWICK FIRE FIGHTERS  
ASSOCIATION,  
INTERNATIONAL ASSOCIATION  
OF FIRE FIGHTERS,  
LOCAL NO. 1296  
KENNEWICK, WASHINGTON

THE CITY OF KENNEWICK  
KENNEWICK, WASHINGTON

\_\_\_\_\_  
President

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Secretary-Treasurer

\_\_\_\_\_  
City Manager

**Appendix A**  
**Monthly Salary Schedule**  
**Fire Contract**  
**January 1, 2020**

	Hire	<u>Step 2</u>	<u>Step 3</u>	<u>Top Step</u>
Fire Fighter	<u>\$5,812</u>	<u>\$6,423</u>	<u>\$7,035</u>	<u>\$7,647</u>
Fire Fighter/Paramedic	<u>\$6,730</u>	<u>\$7,341</u>	<u>\$7,953</u>	<u>\$8,565</u>
Fire Inspector	<u>\$8,412*</u>	---	---	---
Captain	<u>\$8,182</u>	<u>\$8,565</u>	<u>\$8,947</u>	---
Captain/Paramedic	<u>\$9,100</u>	<u>\$9,483</u>	<u>\$9,865</u>	---
Administrative Captain	<u>\$9,253</u>	<u>\$9,482</u>	<u>\$9,712</u>	---
Battalion Chief	<u>\$9,635</u>	<u>\$9,865</u>	<u>\$10,094</u>	---
Battalion Chief/Training Officer	<u>\$9,992</u>	<u>\$10,230</u>	<u>\$10,468</u>	---

Fire Fighters who qualify for Hazmat, Technical Rescue, SCBA Technician and Fire Investigator specialty pay, shall receive an additional 2.1% of top step Fire Fighter added to their salary. ~~Commencing March 1, 2018,~~ Fire Fighters that who qualify for two or more specialties will receive 4.2% of top step Fire Fighter added to their salary.

Fire Fighters upgraded to the Fire Captain position will receive an additional \$4.25 per hour.

Fire Captains upgraded to the Battalion Chief position will receive an additional \$4.25 per hour.

Fire Inspectors will receive 10% certification pay upon appointment, but must obtain the certifications identified in Section 30.2 in order to maintain certification pay.

**Appendix A**  
**Monthly Salary Schedule**  
**Fire Contract**  
**January 1, 2021**

	Hire	<u>Step 2</u>	<u>Step 3</u>	<u>Top Step</u>
Fire Fighter	<u>\$5,986</u>	<u>\$6,616</u>	<u>\$7,246</u>	<u>\$7,876</u>
Fire Fighter/Paramedic	<u>\$6,931</u>	<u>\$7,561</u>	<u>\$8,191</u>	<u>\$8,821</u>
Fire Inspector	<u>\$8,664*</u>	---	---	---
Captain	<u>\$8,427</u>	<u>\$8,821</u>	<u>\$9,215</u>	---
Captain/Paramedic	<u>\$9,372</u>	<u>\$9,766</u>	<u>\$10,160</u>	---
Administrative Captain	<u>\$9,530</u>	<u>\$9,766</u>	<u>\$10,003</u>	---
Battalion Chief	<u>\$9,924</u>	<u>\$10,160</u>	<u>\$10,396</u>	---
Battalion Chief/Training Officer	<u>\$10,292</u>	<u>\$10,536</u>	<u>\$10,781</u>	---

Fire Fighters who qualify for Hazmat, Technical Rescue, SCBA Technician and Fire Investigator specialty pay, shall receive an additional 2.1% of top step Fire Fighter added to their salary. ~~Commencing March 1, 2018,~~ Fire Fighters that who qualify for two or more specialties will receive 4.2% of top step Fire Fighter added to their salary.

Fire Fighters upgraded to the Fire Captain position will receive an additional \$4.38 per hour.

Fire Captains upgraded to the Battalion Chief position will receive an additional \$4.38 per hour.

Fire Inspectors will receive 10% certification pay upon appointment, but must obtain the certifications identified in Section 30.2 in order to maintain certification pay.

**Appendix A**  
**Monthly Salary Schedule**  
**Fire Contract**  
**January 1, 2022**

	Hire	<u>Step 2</u>	<u>Step 3</u>	<u>Top Step</u>
Fire Fighter	<u>\$6,165</u>	<u>\$6,814</u>	<u>\$7,463</u>	<u>\$8,112</u>
Fire Fighter/Paramedic	<u>\$7,138</u>	<u>\$7,787</u>	<u>\$8,436</u>	<u>\$9,085</u>
Fire Inspector	<u>\$8,923*</u>	---	---	---
Captain	<u>\$8,680</u>	<u>\$9,085</u>	<u>\$9,491</u>	---
Captain/Paramedic	<u>\$9,653</u>	<u>\$10,058</u>	<u>\$10,464</u>	---
Administrative Captain	<u>\$9,816</u>	<u>\$10,059</u>	<u>\$10,302</u>	---
Battalion Chief	<u>\$10,221</u>	<u>\$10,464</u>	<u>\$10,708</u>	---
Battalion Chief/Training Officer	<u>\$10,600</u>	<u>\$10,852</u>	<u>\$11,105</u>	---

Fire Fighters who qualify for Hazmat, Technical Rescue, SCBA Technician and Fire Investigator specialty pay, shall receive an additional 2.1% of top step Fire Fighter added to their salary. ~~Commencing March 1, 2018,~~ Fire Fighters that who qualify for two or more specialties will receive 4.2% of top step Fire Fighter added to their salary.

Fire Fighters upgraded to the Fire Captain position will receive an additional \$4.50 per hour.

Fire Captains upgraded to the Battalion Chief position will receive an additional \$4.50 per hour.

Fire Inspectors will receive 10% certification pay upon appointment, but must obtain the certifications identified in Section 30.2 in order to maintain certification pay.

**Appendix A**  
**Hourly Salary Schedule**  
**Fire Contract**  
**January 1, 2020**

	Hire	<u>Step 2</u>	<u>Step 3</u>	<u>Top Step</u>
Fire Fighter	<u>\$26.91</u>	<u>\$29.74</u>	<u>\$32.57</u>	<u>\$35.40</u>
Fire Fighter/Paramedic	<u>\$31.16</u>	<u>\$33.99</u>	<u>\$36.82</u>	<u>\$39.65</u>
Fire Inspector	<u>\$48.53*</u>	---	---	---
Captain	<u>\$37.88</u>	<u>\$39.65</u>	<u>\$41.42</u>	---
Captain/Paramedic	<u>\$42.13</u>	<u>\$43.90</u>	<u>\$45.67</u>	---
Administrative Captain	<u>\$53.38</u>	<u>\$54.71</u>	<u>\$56.03</u>	---
Battalion Chief	<u>\$44.61</u>	<u>\$45.67</u>	<u>\$46.73</u>	---
Battalion Chief/Training Officer	<u>\$57.65</u>	<u>\$59.02</u>	<u>\$60.39</u>	---

Fire Fighters who qualify for Hazmat, Technical Rescue, SCBA Technician and Fire Investigator specialty pay, shall receive an additional 2.1% of top step Fire Fighter added to their salary. ~~Commencing March 1, 2018,~~ Fire Fighters that who qualify for two or more specialties will receive 4.2% of top step Fire Fighter added to their salary.

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**Appendix A**  
**Hourly Salary Schedule**  
**Fire Contract**  
**January 1, 2021**

	Hire	<u>Step 2</u>	<u>Step 3</u>	<u>Top Step</u>
Fire Fighter	<u>\$27.71</u>	<u>\$30.63</u>	<u>\$33.55</u>	<u>\$36.46</u>
Fire Fighter/Paramedic	<u>\$32.09</u>	<u>\$35.00</u>	<u>\$37.92</u>	<u>\$40.84</u>
Fire Inspector	<u>\$49.98*</u>	---	---	---
Captain	<u>\$39.01</u>	<u>\$40.84</u>	<u>\$42.66</u>	---
Captain/Paramedic	<u>\$43.39</u>	<u>\$45.21</u>	<u>\$47.04</u>	---
Administrative Captain	<u>\$54.98</u>	<u>\$56.34</u>	<u>\$57.71</u>	---
Battalion Chief	<u>\$45.94</u>	<u>\$47.04</u>	<u>\$48.13</u>	---
Battalion Chief/Training Officer	<u>\$59.38</u>	<u>\$60.78</u>	<u>\$62.20</u>	---

Fire Fighters who qualify for Hazmat, Technical Rescue, SCBA Technician and Fire Investigator specialty pay, shall receive an additional 2.1% of top step Fire Fighter added to their salary. ~~Commencing March 1, 2018,~~ Fire Fighters that who qualify for two or more specialties will receive 4.2% of top step Fire Fighter added to their salary.

Fire Fighters upgraded to the Fire Captain position will receive an additional \$4.38 per hour.

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Fire Inspectors will receive 10% certification pay upon appointment, but must obtain the certifications identified in Section 30.2 in order to maintain certification pay.

**Appendix A**  
**Hourly Salary Schedule**  
**Fire Contract**  
**January 1, 2022**

	Hire	<u>Step 2</u>	<u>Step 3</u>	<u>Top Step</u>
Fire Fighter	<u>\$28.54</u>	<u>\$31.55</u>	<u>\$34.55</u>	<u>\$37.56</u>
Fire Fighter/Paramedic	<u>\$33.05</u>	<u>\$36.05</u>	<u>\$39.06</u>	<u>\$42.06</u>
Fire Inspector	<u>\$51.48*</u>	---	---	---
Captain	<u>\$40.19</u>	<u>\$42.06</u>	<u>\$43.94</u>	---
Captain/Paramedic	<u>\$44.69</u>	<u>\$46.56</u>	<u>\$48.44</u>	---
Administrative Captain	<u>\$56.63</u>	<u>\$58.03</u>	<u>\$59.44</u>	---
Battalion Chief	<u>\$47.32</u>	<u>\$48.44</u>	<u>\$49.57</u>	---
Battalion Chief/Training Officer	<u>\$61.15</u>	<u>\$62.61</u>	<u>\$64.07</u>	---

Fire Fighters who qualify for Hazmat, Technical Rescue, SCBA Technician and Fire Investigator specialty pay, shall receive an additional 2.1% of top step Fire Fighter added to their salary. ~~Commencing March 1, 2018,~~ Fire Fighters that who qualify for two or more specialties will receive 4.2% of top step Fire Fighter added to their salary.

Fire Fighters upgraded to the Fire Captain position will receive an additional \$4.50 per hour.

Fire Captains upgraded to the Battalion Chief position will receive an additional \$4.50 per hour.

Fire Inspectors will receive 10% certification pay upon appointment, but must obtain the certifications identified in Section 30.2 in order to maintain certification pay.

# Council Agenda Coversheet



Agenda Item Number	3.e.	Council Date	11/05/2019
Agenda Item Type	Contract/Agreement/Lease		
Subject	NW HIDTA Fiduciary Agreements		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

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

## Recommendation

That City Council authorize the City Manager to sign service agreements with the Northwest High Intensity Drug Trafficking Area (HIDTA) Director, Deputy Director, and Financial Manager for 2020 as the Fiduciary for the Northwest HIDTA program.

## Motion for Consideration

I move to authorize the City Manager to sign service agreements with the Northwest HIDTA Director, Deputy Director, and Financial Manager for 2020 as the Fiduciary for the Northwest HIDTA program.

## Summary

The City of Kennewick Police Department partners with several local, state, and federal agencies to meet its mission of keeping our community safe. As the administrative lead for the Tri-City Metro Drug Task Force, the City has partnered with the Northwest HIDTA group to reduce drug trafficking and production as well as drug-related violent crimes in our region. Early in 2018, the City was asked to serve as the Fiduciary for Northwest HIDTA, which provided a unique opportunity to enhance the partnership already in place with this group and expand future funding opportunities for the City and the Metro Drug Task Force. In July of 2018, City Council authorized the City Manager to submit an application to become the Fiduciary for the Northwest HIDTA program which was subsequently approved.

As the Fiduciary for the Northwest HIDTA program, the City's responsibilities primarily consist of minor administrative duties, including required reporting to the federal government and acting as a pass-through for federal funds paid to the program's contracted staff. As part of its administrative duties, the City is required to enter into separate agreements with the program's Director, Deputy Director, and Financial Manager. In addition to standard contract terms, these agreements include a scope of services to be performed by each position, as well as the compensation each position will receive during the covered period. City council approved similar agreements last year for 2019.

## Alternatives

None recommended.

## Fiscal Impact

The proposed agreements do not have a fiscal impact to the City of Kennewick. All compensation and reimbursements authorized under the agreements will be reimbursed to the City through a federal HIDTA grant. Although the City will incur minor costs associated with performing its administrative duties as the Fiduciary for the Northwest HIDTA program that will not be eligible for reimbursement, those costs are minimal.

Through	Denise Winters Oct 17, 10:13:17 GMT-0700 2019
Dept Head Approval	Dan Legard Oct 17, 13:47:16 GMT-0700 2019
City Mgr Approval	Marie Mosley Oct 31, 22:30:58 GMT+0700 2019

Attachments: HIDTA Director Agreement 2020  
HIDTA Deputy Director Agreement 2020  
HIDTA Financial Manager Agreement 2020

Recording Required?

CONTRACTOR: Jonathan Weiner  
AGENCY: City of Kennewick  
PROJECT: Northwest HIDTA Director  
AMOUNT: \$170,762  
FUND SOURCE: High Intensity Drug Trafficking Area (HIDTA) Grant  
DURATION: January 1, 2020 through December 31, 2020

## **AGREEMENT FOR NORTHWEST HIDTA DIRECTOR SERVICES**

THIS Agreement for Northwest HIDTA Director Services (“Agreement”) is made by and between the CITY OF KENNEWICK, a political subdivision of the State of Washington, as a fiscal fiduciary for the Northwest High Intensity Drug Trafficking Area (the “City”), and JONATHAN WEINER, an individual (the “Contractor”).

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

### **1. CONTRACTOR RESPONSIBILITIES.**

Contractor agrees to perform the services of the Executive Director of the Northwest High Intensity Drug Trafficking Area (“HIDTA”), as directed by the Northwest HIDTA Executive Board (“HIDTA Executive Board”) including, but not limited to, the following services:

- 1.1 Review, evaluate and advise participating federal and state agencies on proposed initiatives, and budget requests relating to drug law enforcement activity grants for the coming year;
- 1.2 Review proposed grant initiatives with submitting jurisdictions, advise as to whether the content is sufficient to achieve the funding goal stated in the initiative and budget request, and act as liaison between submitting jurisdictions and the HIDTA Executive Board, the National HIDTA Committee, and the Office of National Drug Control Policy (“ONDCP”);
- 1.3 Prepare and submit to the HIDTA Executive Board an annual report and annual budget that is consistent with the guidelines established by the HIDTA Executive Board, ONDCP, budget requests, and funding received by Northwest HIDTA;
- 1.4 Prepare and submit to the HIDTA Executive Board an annual action plan/strategy for each component of the Northwest HIDTA (law enforcement, treatment, and prevention) that is consistent with the annual report and annual budget;
- 1.5 Update the HIDTA Executive Board each quarter regarding NW HIDTA activities. This briefing shall include a fiscal overview to ensure consistency

with program objectives, and, in the case of grant funding, compliance with applicable grant guidelines.

- 1.6 Serve as a liaison between task forces served by Northwest HIDTA, other HIDTAs, law enforcement and military agencies, treatment and prevention agencies, and private sector organizations and vendors;
- 1.7 Other duties, responsibilities and functions of the Executive Director as indicated on the position vacancy announcement (Addendum A).
- 1.8 Additional duties and responsibilities as prescribed from time-to-time from the ONDCP or the HIDTA Executive Board.

## **2. TIME OF PERFORMANCE.**

This Agreement shall govern services rendered beginning January 1, 2020, and ending December 31, 2020, unless this Agreement is terminated earlier as provided in Section 10.

## **3. INDEPENDENT CONTRACTOR.**

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

The Executive Director will report to the Northwest HIDTA Executive Board and will serve at the will of the Board. The Executive Director will be required to comply with all requirements for employment established by the HIDTA Executive Board. This appointment is subject to the review and approval of the Director of the Office of National Drug Control Policy.

## **4. COMPENSATION.**

This Agreement, particularly the payment by the City to the Contractor of a salary, car allowance, and travel reimbursement, is contingent on funding by a Grant/Award and made available through ONDCP. The City will pay the Contractor a total salary of \$170,762 for the services provided under this Agreement. Payment will be made in twenty-four (24) equal installments. In addition to this salary, the City will also provide the Contractor with a car allowance of \$6,000.00 and will reimburse the Contractor for necessary travel expenses incurred during the performance of the Agreement.

**5. OWNERSHIP.**

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

**6. CHANGES.**

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

**7. BOARD REVIEW AND APPROVAL.**

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

**8. HOLD HARMLESS AND INDEMNIFICATION.**

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

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

The Contractor's obligation shall include, but not be limited to investigating, adjusting, and defending all claims alleging loss from action, error or omission or breach of any common law, statutory or other delegated duty by the Contractor, Contractor's employees, agents, or subcontractors.

**9. COMPLIANCE WITH LAWS.**

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

**10. TERMINATION.**

- 10.1 Each party understands that funding is currently available to support this Agreement through December 31, 2020, but that funding is contingent upon legislative appropriation. Should loss of funding occur during the period covered by this Agreement, the Northwest HIDTA may terminate this Agreement with thirty (30) days advance notice. In that instance, the City will pay the Contractor for services performed up to and including one-half (1/2) of the month in which the termination is effective, assuming funding is available.
- 10.2 Northwest HIDTA may terminate this Agreement upon thirty (30) days written notice to the Contractor for any other reason or no reason. In that event, the City shall pay the Contractor only for services provided. A final, pro-rata payment shall be made in accordance with Section 4 of this Agreement.
- 10.3 Termination shall not affect the rights of the Northwest HIDTA, the City or the Contractor under any other paragraph herein.

**11. NON-ASSIGNMENT.**

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

**12. CONFLICTS BETWEEN ATTACHMENTS AND TEXT.**

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

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

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

**14. SEVERABILITY.**

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

**15. INTEGRATION.**

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

**16. NON-DISCRIMINATION.**

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

**17. ENTIRE AGREEMENT.**

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

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

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

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

**CONTRACTOR**

\_\_\_\_\_  
JONATHAN WEINER

\_\_\_\_\_  
Date

**CITY OF KENNEWICK**

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

\_\_\_\_\_  
Date

Approved as to form:

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

\_\_\_\_\_  
Date

**EXECUTION APPROVED BY NORTHWEST HIDTA EXECUTIVE BOARD**

\_\_\_\_\_  
Executive Board Chairman

\_\_\_\_\_  
Date

CONTRACTOR: Matthew Duran  
AGENCY: City of Kennewick  
PROJECT: Northwest HIDTA Deputy Director  
AMOUNT: \$145,173  
FUND SOURCE: High Intensity Drug Trafficking Area (HIDTA) Grant  
DURATION: January 1, 2020 through December 31, 2020

## **AGREEMENT FOR NORTHWEST HIDTA DEPUTY DIRECTOR SERVICES**

This Agreement for Northwest HIDTA Deputy Director Services (“Agreement”) is made by and between the CITY OF KENNEWICK, a political subdivision of the State of Washington, as a fiscal fiduciary for the Northwest High Intensity Drug Trafficking Area (the “City”), and MATTHEW DURAN, an individual (the “Contractor”).

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

### **1. CONTRACTOR RESPONSIBILITIES.**

Contractor agrees to perform the services of the Deputy Director of the Northwest High Intensity Drug Trafficking Area (“HIDTA”), as directed by the Northwest HIDTA Executive Director (“Director”) including, but not limited to, the following services:

- 1.1 Coordinates the HIDTA intelligence system operations to ensure compliance with the General Counterdrug Intelligence Plan, Office of National Drug Control Policy (“ONDCP”) Budget Policy and Program Guidance and other national and HIDTA program intelligence guidelines;
- 1.2 In the absence of the Executive Director the Deputy Director assumes the Executive Director’s responsibilities for the HIDTA program;
- 1.3 Monitors and coordinates the HIDTA intelligence functions in order to provide optimal service to HIDTA initiatives and participating agencies through system evaluation and analysis. Identifies additional funding needs to the Executive Director, and facilitates reprogramming of funds where needed;
- 1.4 Prepares, facilitates and directs the Investigations Support Unit Staff in production of required annual and periodic reports such as, Threat Assessment , Congressional Reports and Peer Reviews. Other strategic, tactical intelligence and information documents, acting as primary editor;
- 1.5 Works cooperatively and collaborates with HIDTA deputy directors, program managers coordinating program activities to ensure the Northwest HIDTA meets the HIDTA/ONDCP developmental standards for intelligence centers;

- 1.6 Understands national intelligence system requirements and monitors the status and progress of the HIDTA intelligence program to ensure interconnectivity and conformity to national requirements. Recommends improvements in intelligence program coordination and reports to the Director and the HIDTA Executive Board and its subcommittees;
- 1.7 Analyzes all aspects of the intelligence program to identify new requirements, deficiencies, critical problems, and the need for program revision;
- 1.8 Prepares and maintains the Investigative Support Center (ISC) Standard Operating Procedures (SOP) manual and annual budget based on requirements and input from the ISC Co-Manager and the unit supervisors;
- 1.9 Acts as the HIDTA/Investigations Support Center Security and Safety Officer for HIDTA facility's physical, procedural and electronic security systems;
- 1.10 Is responsible for ISC budget matters, researches and development of budget requirements, monitors and approves purchases, invoices, expenditures and maintains an ongoing awareness of budget status with all fiduciaries;
- 1.11 Assists in planning innovative, comprehensive programs to meet the drug and regional crime threat while promoting HIDTA's enforcement and intelligence strategies;
- 1.12 Plan and forecast for future requirements and develops for short, medium and long term plans to meet the HIDTA mission and goals;
- 1.13 Develops, fosters and maintains cooperative partnerships with federal, state, local and tribal law enforcement agencies. Promotes and enhances communications between HIDTA programs and initiatives;
- 1.14 Plans, develops, coordinates and executes the annual HIDTA initiative review program. Assists in the production of the ONDCP required Performance Management System;
- 1.15 Assists in formulating policies and implementing strategic planning for the Director and Executive Board in meeting HIDTA mission and goals;
- 1.16 Provides general oversight and coordination for the preparation of annual initiative proposals. Ensures that priorities and objectives are clearly identified and realistic and consistent with other HIDTA programs and initiatives and in accordance with the ONDCP mandates;
- 1.17 Assists the Director's Financial Manager by providing advice, guidance and assistance to task force managers and enforcement initiative supervisors during their preparation of their HIDTA budgets;
- 1.18 Supervises the Information Technology Unit. Determines and coordinates the

requirements for automation and technology resources for the Investigations Support Center and HIDTA initiatives. Ensures that the HIDTA network operates within recognized security standards and the utilization, access and dissemination of information meets lawful and industry standards;

- 1.19 The Deputy Director is the designated HIDTA Training Coordinator and acquires and coordinates a minimum of four (4) training programs annually to law enforcement agencies. Represents the Northwest HIDTA at national Training Coordinator meetings;
- 1.20 Supervises the Office Manager, members and functions of the Administrative Unit, an element of the Investigative Support Center;
- 1.21 Supervises the Technical Services Unit and administers to the requirements and needs of the Electronics Technician, loaned equipment program and the Northwest HIDTA Inventory System;
- 1.22 Promotes, develops and maintains a system for tracking operational and statistical performance data needed by HIDTA and/or participating HIDTA agencies;
- 1.23 Represents the HIDTA program and Executive Director by participating in national law enforcement meetings, conferences and community forums;
- 1.24 Assist the Director as required with overall program administrative issues. This may include drafting and responding to ONDCP-HIDTA correspondence; and
- 1.25 Other duties as required to successfully achieve the Northwest HIDTA mission.

## **2. TIME OF PERFORMANCE.**

This Agreement shall govern services rendered beginning January 1, 2020, and ending December 31, 2020, unless this Agreement is terminated earlier as provided in Section 10.

## **3. INDEPENDENT CONTRACTOR.**

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

The Deputy Director will report to the Director and will serve at the will of the HIDTA Executive Board. The Deputy Director will be required to comply with all requirements for employment established by the HIDTA Executive Board. This appointment is subject to the review and approval of the Director.

**4. COMPENSATION.**

This Agreement, particularly the payment by the City to the Contractor of a salary, car allowance, and travel reimbursement, is contingent on funding by a Grant/Award and made available through ONDCP. The City will pay the Contractor a total salary of \$145,173 for the services provided under this Agreement. Payment will be made in twenty-four (24) equal installments. In addition to this salary, the City will also provide the Contractor with a car allowance of \$6,000.00 and will reimburse the Contractor for necessary travel expenses incurred during the performance of the Agreement.

**5. OWNERSHIP.**

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

**6. CHANGES.**

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

**7. BOARD REVIEW AND APPROVAL.**

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

**8. HOLD HARMLESS AND INDEMNIFICATION.**

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

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

shall survive the expiration or termination of this Agreement.

The Contractor's obligation shall include, but not be limited to investigating, adjusting, and defending all claims alleging loss from action, error or omission or breach of any common law, statutory or other delegated duty by the Contractor, Contractor's employees, agents, or subcontractors.

**9. COMPLIANCE WITH LAWS.**

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

**10. TERMINATION.**

10.1 Each party understands that funding is currently available to support this Agreement through December 31, 2020, but that funding is contingent upon legislative appropriation. Should loss of funding occur during the period covered by this Agreement, the Northwest HIDTA may terminate this Agreement with thirty (30) days advance notice. In that instance, the City will pay the Contractor for services performed up to and including one-half (1/2) of the month in which the termination is effective, assuming funding is available.

10.2 Northwest HIDTA may terminate this Agreement upon thirty (30) days written notice to the Contractor for any other reason or no reason. In that event, the City shall pay the Contractor only for services provided. A final, pro-rata payment shall be made in accordance with Section 4 of this Agreement.

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

**11. NON-ASSIGNMENT.**

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

**12. CONFLICTS BETWEEN ATTACHMENTS AND TEXT.**

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

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

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

**14. SEVERABILITY.**

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

**15. INTEGRATION.**

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

**16. NON-DISCRIMINATION.**

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

**17. ENTIRE AGREEMENT.**

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

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

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

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

**CONTRACTOR**

\_\_\_\_\_  
MATTHEW DURAN

\_\_\_\_\_  
Date

**CITY OF KENNEWICK**

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

\_\_\_\_\_  
Date

Approved as to form:

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

\_\_\_\_\_  
Date

**EXECUTION APPROVED BY NORTHWEST HIDTA EXECUTIVE BOARD**

\_\_\_\_\_  
Executive Board Chairman

\_\_\_\_\_  
Date

CONTRACTOR: Penny S. Sedam  
AGENCY: City of Kennewick  
PROJECT: Northwest HIDTA Financial Manager  
AMOUNT: \$103,311  
FUND SOURCE: High Intensity Drug Trafficking Area (HIDTA) Grant  
DURATION: January 1, 2020 through December 31, 2020

## AGREEMENT FOR NORTHWEST HIDTA FINANCIAL MANAGER SERVICES

THIS Agreement for Northwest HIDTA Financial Manager Services (“Agreement”) is made by and between the CITY OF KENNEWICK, a political subdivision of the State of Washington, as a fiscal fiduciary for the Northwest High Intensity Drug Trafficking Area (the “City”), and PENNY S. SEDAM, an individual (the “Contractor”).

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

### 1. CONTRACTOR RESPONSIBILITIES.

Contractor agrees to perform the services of the Financial Manager of the Northwest High Intensity Drug Trafficking Area (“HIDTA”), as directed by the Northwest HIDTA Executive Director (“Director”) including, but not limited to, the following services:

- 1.1 Establish and/or revise and maintain operating policies and procedures for management of funds;
- 1.2 Prepare annual budget estimates and coordinate budget submissions to the Director, Northwest HIDTA Executive Board (“HIDTA Executive Board”) and to the Office of National Drug Control Policy (“ONDCP”);
- 1.3 Disseminate guidelines and instruction material for preparation of budget submission and program objectives;
- 1.4 Provide technical assistance for developing budget submissions and funding estimates;
- 1.5 Provide guidance to HIDTA fiduciaries on the reporting and reimbursement procedures and Federal Financial Reporting requirements;
- 1.6 Review, analyze, and provide recommendations on requests from agencies and task forces for reprogramming and funding allocations;

- 1.7 Interpret, revise and provide instructions for preparing and presenting budget proposals, budget forecasts, funding status and expenditure reports for all Northwest HIDTA initiatives;
- 1.8 Provide managerial and accounting interpretations of data in reports provided to the Director, HIDTA Executive Board and ONDCP.
- 1.9 Develop, coordinate, and implement new or revised in-house accounting systems, initiating necessary instructions and procedures in conformance with HIDTA and ONDCP policies;
- 1.10 Assure accounting, reporting and procedures are in compliance with established fiscal and administrative policies and procedures of the HIDTA program;
- 1.11 Monitor Northwest HIDTA grants from application to closeout phase and conduct ongoing reviews of the use of funds to ensure compliance with regulations;
- 1.12 Review and balance all grants to the HIDTA Financial Management System;
- 1.13 Review the accuracy and permissibility of expenditures and identify any problem areas;
- 1.14 Perform in-house and on-site reviews of fiduciaries/agencies receiving HIDTA funds, examine financial reports, accounting records and related documents, and determine whether procedures are consistent and conform to acceptable practices;
- 1.15 Examine program objectives and packages submitted by agencies for adequacy of material and compliance with ONDCP/HIDTA procedures;
- 1.16 Assist in planning and developing materials for presentation to the HIDTA Executive Board and ONDCP.

## **2. TIME OF PERFORMANCE.**

This Agreement shall govern services rendered beginning January 1, 2020, and ending December 31, 2020, unless this Agreement is terminated earlier as provided in Section 10.

**3. INDEPENDENT CONTRACTOR.**

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

The Financial Manager will report to the Director and will serve at the will of the HIDTA Executive Board. The Financial Manager will be required to comply with all requirements for employment established by the HIDTA Executive Board. This Agreement is subject to the review and approval of the Director.

**4. COMPENSATION.**

This Agreement, particularly the payment by the City to the Contractor of a salary and travel reimbursement, is contingent on funding by a Grant/Award and made available through ONDCP. The City will pay the Contractor a total salary of \$103,311 for the services provided under this Agreement. Payment will be made in twenty-four (24) equal installments. In addition to this salary, the City will also reimburse the Contractor for necessary travel expenses incurred during the performance of the Agreement.

**5. OWNERSHIP.**

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

**6. CHANGES.**

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

**7. BOARD REVIEW AND APPROVAL.**

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

**8. HOLD HARMLESS AND INDEMNIFICATION.**

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

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

The Contractor's obligation shall include, but not be limited to investigating, adjusting, and defending all claims alleging loss from action, error or omission or breach of any common law, statutory or other delegated duty by the Contractor, Contractor's employees, agents, or subcontractors.

**9. COMPLIANCE WITH LAWS.**

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

**10. TERMINATION.**

10.1 Each party understands that funding is currently available to support this Agreement through December 31, 2020, but that funding is contingent upon legislative appropriation. Should loss of funding occur during the period covered by this Agreement, the Northwest HIDTA may terminate this Agreement with thirty (30) days advance notice. In that instance, the City will pay the Contractor for services performed up to and including one-half (1/2) of the month in which the termination is effective, assuming funding is available.

10.2 Northwest HIDTA may terminate this Agreement upon thirty (30) days written notice to the Contractor for any other reason or no reason. In that event, the City shall pay the Contractor only for services provided. A final, pro-rata payment shall be made in accordance with Section 4 of this Agreement.

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

**11. NON-ASSIGNMENT.**

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

**12. CONFLICTS BETWEEN ATTACHMENTS AND TEXT.**

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

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

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

**14. SEVERABILITY.**

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

**15. INTEGRATION.**

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

**16. NON-DISCRIMINATION.**

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

**17. ENTIRE AGREEMENT.**

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

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

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

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

**CONTRACTOR**

\_\_\_\_\_  
PENNY S. SEDAM

\_\_\_\_\_  
Date

**CITY OF KENNEWICK**

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

\_\_\_\_\_  
Date

Approved as to form:

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

\_\_\_\_\_  
Date

**EXECUTION APPROVED BY NORTHWEST HIDTA EXECUTIVE BOARD**

\_\_\_\_\_  
Executive Board Chairman

\_\_\_\_\_  
Date

# Council Agenda Coversheet



Agenda Item Number	3.f.	Council Date	11/05/2019
Agenda Item Type	Contract/Agreement/Lease		
Subject	Licence Agreement - Wes Heyden - Roasters		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Public Works		

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

### Recommendation

Authorize the mayor to sign a license agreement with Wes Heyden for a commercial sign in City right-of-way.

### Motion for Consideration

I move to authorize the mayor to sign a license agreement with Wes Heyden for a commercial sign in City right-of-way.

### Summary

Wes Heyden is requesting a license agreement to place a commercial sign for a Roasters Coffee business located off Arrowhead Avenue, just east of Columbia Center Boulevard. The sign would help direct customers to this business, which is approximately 270 feet east of Columbia Center Boulevard.

This portion of Columbia Center Boulevard is fully developed and unlikely to be widened in the near future. The applicant understands that if the City requires use of our right-of-way in the future, the sign would need to be removed by the applicant.

Staff recommends allowing a license agreement for a commercial sign in City right-of-way in this location.

### Alternatives

None recommended.

### Fiscal Impact

None.

Through	Bruce Mills Oct 22, 10:17:24 GMT-0700 2019
Dept Head Approval	Cary Roe Oct 29, 12:49:17 GMT-0700 2019
City Mgr Approval	Marie Mosley Oct 31, 22:33:46 GMT+0700 2019

Attachments: License Agreement  
Aerial

Recording Required?

After Recording Return to:  
City Clerk's Office  
PO Box 6108  
Kennewick WA 99336

### LICENSE AGREEMENT

Tax Parcel ID #: 1-2999-305-0005-016  
Location: 2000 N Columbia Center Blvd

For and in consideration of the mutual covenants contained herein, the undersigned, CITY OF KENNEWICK (hereinafter referred to as "City" or "Licensor"), and Wes Heyden (hereinafter referred to as the "Licensee"), hereby agree as follows:

1. The City hereby grants to the Licensee a license for the following described real property:  
A STRIP OF LAND LYING IN THE NORTH COLUMBIA CENTER BOULEVARD PUBLIC ROAD RIGHT OF WAY, SITUATE IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 9 NORTH, RANGE 29 EAST, WILLAMETTE MERIDIAN, CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON, BEING 5.00 FEET IN WIDTH WITH 2.50 FEET OF SAID WIDTH LYING ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE SOUTH 1/16TH CORNER COMMON TO SECTIONS 29 AND 30, TOWNSHIP 9 NORTH, RANGE 29 EAST, WILLAMETTE MERIDIAN; THENCE SOUTH 0°59'27" EAST 40.31 FEET ALONG THE WEST LINE OF SAID SECTION 29; THENCE NORTH 88°54'10" EAST 13.94 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 88°54'10" EAST 12.00 FEET TO THE TERMINUS OF SAID CENTERLINE.

2. This license is granted to allow the Licensee, at his request, to use the property solely for the installation and maintenance of Commercial Sign (hereinafter referred to as "improvements"). The improvements shall not encroach on the existing roadways, sidewalks, or other public infrastructure; or obstruct access to public facilities.
3. This private non-structural improvement is for installation in the public right of way.
4. In the event of any change to the Licensee's property, the Licensee will bring the improvements into compliance with applicable City standards, conditions or requirements within sixty (60) days after written notice by the City. Should the City need to enter into the improved property to protect the public health, safety or welfare, any damage done by the

City to improvements made under this license shall be at the sole responsibility of the Licensee.

5. The Licensee shall maintain the improvements to the property in a safe and well cared for condition. The Licensee shall maintain the improvements per the approved plans, unless otherwise directed or approved in writing by the City. The Licensee shall make any modifications to the improvements directed by the City within sixty (60) days written notice by the City. The Licensee shall be solely responsible for all costs associated with the maintenance of, and for any City approved or directed modifications of the improvements located on the property.
6. Use of public rights-of-way is considered temporary in nature and may not be used to lessen or abrogate any City code requirements.
7. This License Agreement may be assigned by the Licensee, subject to the prior written approval of the City Manager.
8. The parties acknowledge that a License Agreement is a limited permission to occupy property, and Licensee's rights are limited to only those expressly provided in this Agreement. The parties acknowledge that this License Agreement may be revoked at any time upon sixty (60) days written notice to the Licensee by the City Manager. At the end of the 60 days, Licensee will have an additional 30 days to remove all improvements made in the property at the sole cost and expense of the Licensee. Licensee agrees to remove all improvements and restore the property in accordance to City standards, conditions and requirements. Should the Licensee fail to remove the improvements and restore the property to the City's satisfaction, the City may have the improvements removed at the cost of the Licensee. Licensee agrees that upon notice of the costs of removal of the improvements and restoration of the property, and their refusal to reimburse the City, the City may file a lien against their property (adjacent to the licensed property) for the removal and restoration costs.
9. In exchange for the granting of this License Agreement, the Licensee shall:
  - a. Annually pay to the City of Kennewick One Hundred dollars (\$100.00) per year to maintain this license agreement. Payment shall be paid to the City of Kennewick on or before January 15<sup>th</sup> of each calendar year at the City offices at 210 W. 6<sup>th</sup> Avenue, Kennewick, Washington 99336, or at such other addresses as the City shall direct in writing. The City may adjust the amount of payment owed by the Licensee every five (5) years by the rate of inflation over the period. The City shall notify the Licensee within thirty (30) days of any payment adjustment. Failure by the Licensee to pay the City each year by the date herein specified shall immediately terminate this License Agreement.
  - b. A License Agreement issued during the calendar year shall have their annual payments prorated in accordance with the following:
    - i. January 1<sup>st</sup> through March 31<sup>st</sup> – 100% of the annual payment;
    - ii. April 1<sup>st</sup> through June 30<sup>th</sup> – 75% of the annual payment;

- iii. July 1<sup>st</sup> through December 31<sup>st</sup> – 50% of the annual payment, plus the next year's annual payment.
  - c. The City of Kennewick shall not be obligated to reimburse the Licensee full or partial payment due to the revocation or termination of this License Agreement.
  - d. Indemnify the City of Kennewick by providing proof of insurance in the amount of one million dollars (\$1,000,000) in the form of a certificate of an insurance for any and all losses, claims, actions and damages suffered by any persons or entity by reason of or resulting from any negligent, reckless, or intentional act or omission of the Licensee, its agents, employees, invitees, contractors, and any of their sub-contractors in connection with use of the licensed area as defined by Section 1 of this agreement; naming the City of Kennewick as additional insured. Prior to any construction taking place on the property covered by this license, Licensee shall provide the City said certificate of insurance. Licensee's obligation to maintain insurance for the license property is a condition of this License Agreement. If, as a consequence of any such act or omission, any suit or action is brought against the City of Kennewick, the Licensee, upon notice of the commencement thereof, shall defend the City of Kennewick at no cost and expense to the City and promptly satisfy any final judgment adverse to the City. The indemnification provided in this subsection shall survive the expiration or earlier termination of this agreement. After each five (5) years, the City shall evaluate the sufficiency of the policy limit, and may request a higher limit.
  - e. If it is approved by Council, the Licensee will need to submit the current Benton County Auditor recording fee (\$107.50) to the City.
10. Any terms, conditions, requirements, determinations, directions, or decisions by the City of Kennewick with respect to the use of the public property made under this License Agreement are final and are not subject to appeal.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF KENNEWICK**

\_\_\_\_\_  
DON BRITAIN, Mayor

Approved As To Form:

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



STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF BENTON            )

I certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DON BRITAIN, to me known to be the Mayor of the City of Kennewick, Washington, the corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

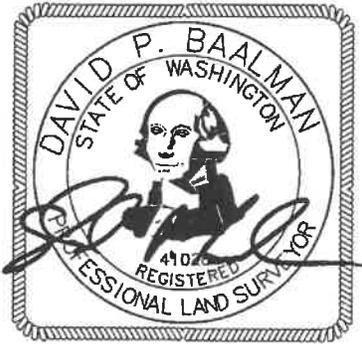
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
Notary Public in and for the State of  
Washington residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**LEGAL DESCRIPTION  
SIGN LICENSE AGREEMENT**

A STRIP OF LAND LYING IN THE NORTH COLUMBIA CENTER BOULEVARD PUBLIC ROAD RIGHT OF WAY, SITUATE IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 9 NORTH, RANGE 29 EAST, WILLAMETTE MERIDIAN, CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON, BEING 5.00 FEET IN WIDTH WITH 2.50 FEET OF SAID WIDTH LYING ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

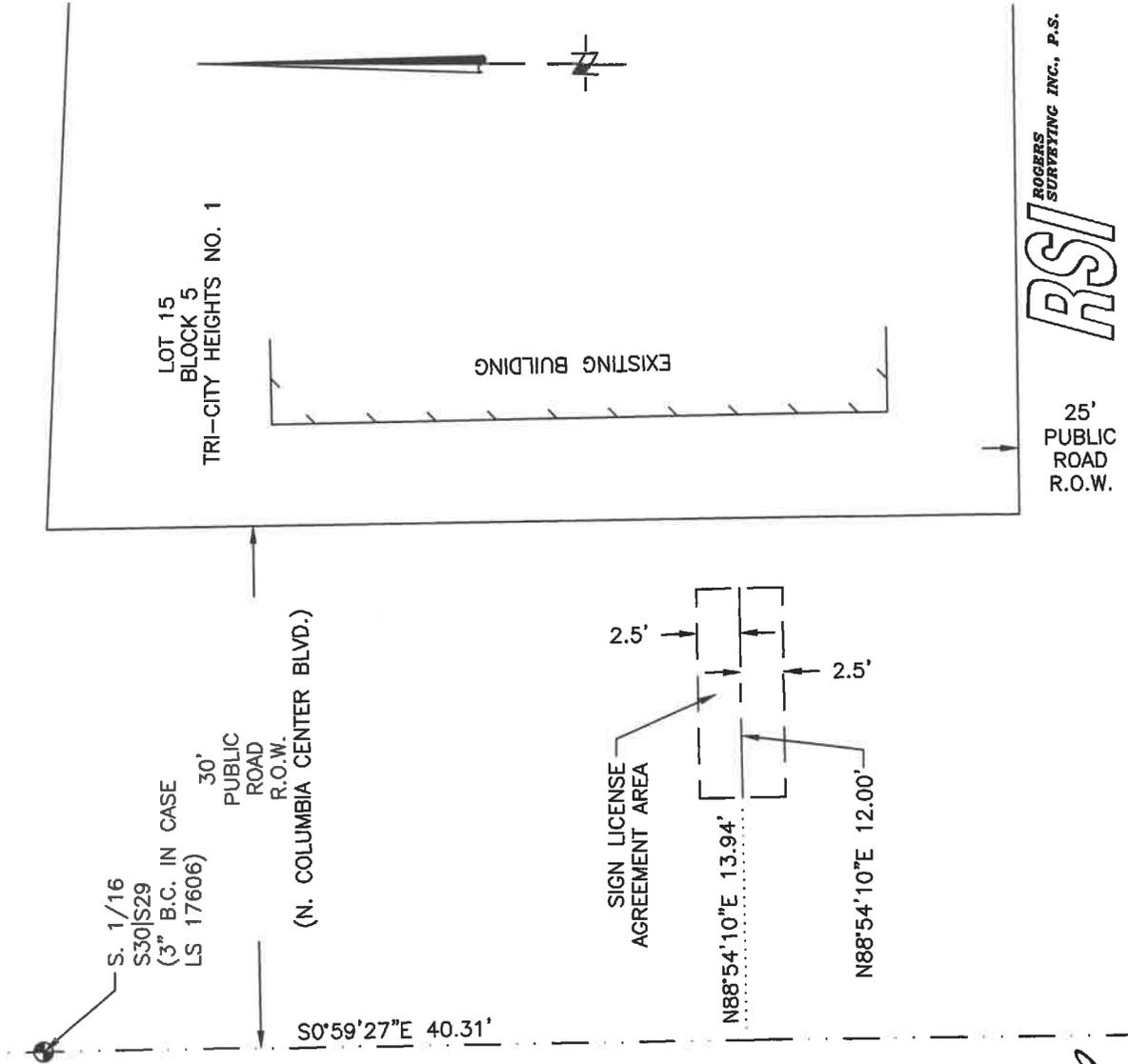
BEGINNING AT THE SOUTH 1/16<sup>TH</sup> CORNER COMMON TO SECTIONS 29 AND 30, TOWNSHIP 9 NORTH, RANGE 29 EAST, WILLAMETTE MERIDIAN; THENCE SOUTH 0°59'27" EAST 40.31 FEET ALONG THE WEST LINE OF SAID SECTION 29; THENCE NORTH 88°54'10" EAST 13.94 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING NORTH 88°54'10" EAST 12.00 FEET TO THE **TERMINUS** OF SAID CENTERLINE.



*8-22-19*

EXHIBIT MAP

SIGN LICENSE AGREEMENT  
PTN SW1/4 SW1/4 S29 T9N R29E W.M.  
CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON

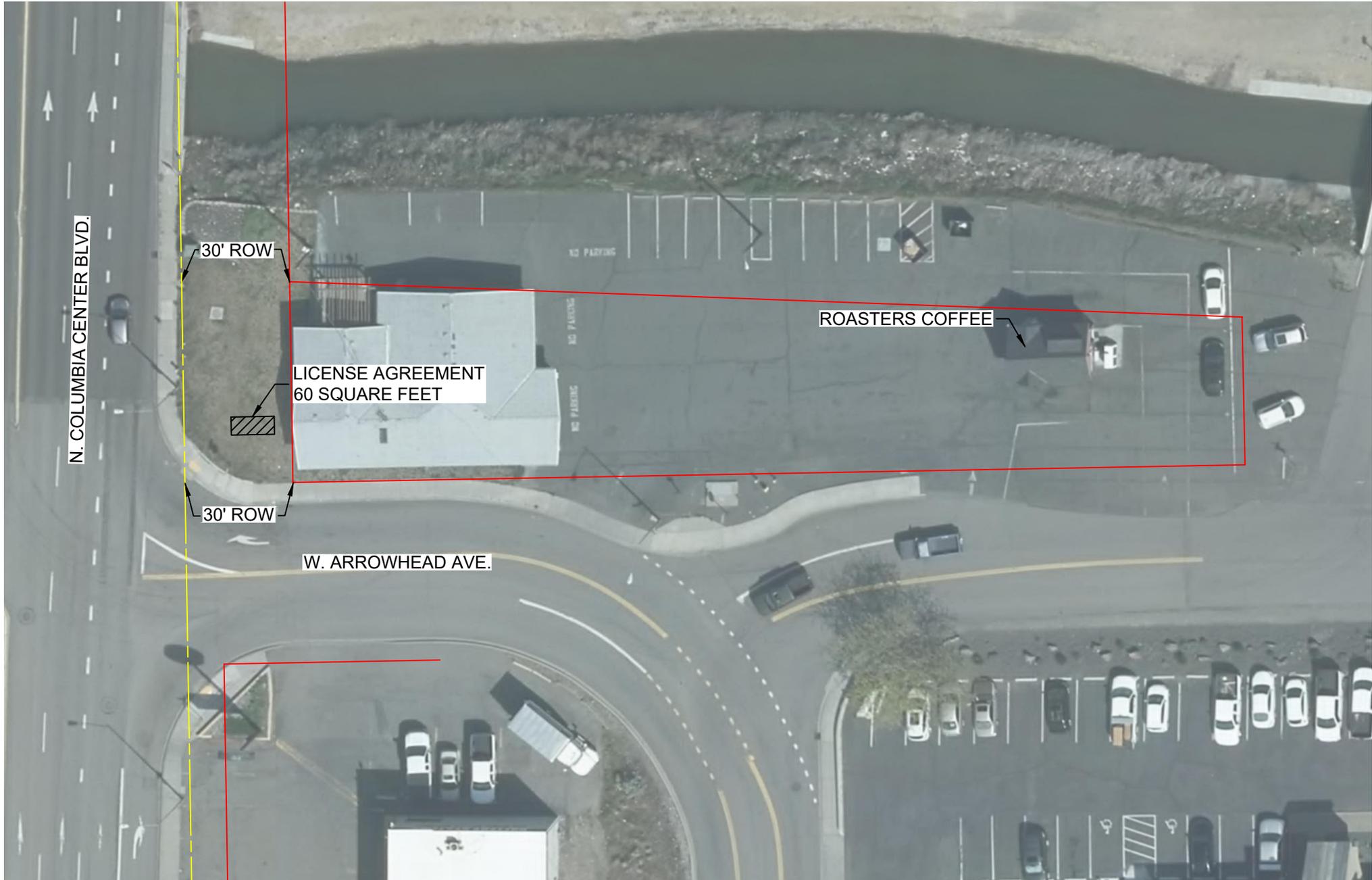


ROGERS SURVEYING INC., P.S.  
**RSI**



8-22-19

26019.DWG



N. COLUMBIA CENTER BLVD.

30' ROW

LICENSE AGREEMENT  
60 SQUARE FEET

ROASTERS COFFEE

30' ROW

W. ARROWHEAD AVE.

# Council Agenda Coversheet



Agenda Item Number	3.g.	Council Date	11/05/2019
Agenda Item Type	Contract/Agreement/Lease		
Subject	Kennewick Avenue & S. Yelm Signal Pole		
Ordinance/Reso #		Contract #	
Project #	P1820-19	Permit #	
Department	Public Works		

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

### Recommendation

Staff recommends that Council accept the work of Ray Poland & Sons, Inc. for Contract P1820-19, Kennewick Avenue & S. Yelm Signal Pole.

### Motion for Consideration

Motion to accept the work of Ray Poland & Sons, Inc. for Contract P1820-19, Kennewick Avenue & S. Yelm Signal Pole, in the amount of \$70,587.30.

### Summary

Original Contract	\$ 71,131.00
Change Orders	\$ 0.00
Quantity Changes	\$ - 543.70
Total	\$ 70,587.30

This project was for the removal and replacement of a damaged signal standard pole at the northeast corner of the intersection of Kennewick Avenue and S. Yelm Street. Included in this work, the contractor installed a new City-purchased pole and mast arm and reinstalled the signal heads on the new mast arm at a location 15' north of the previous location for added protection. Other improvements were made at the northeast corner of the intersection by reconstructing the curb, gutter, ADA-accessible pedestrian ramp and storm drainage manhole and catch basin.

This project had no change orders.

Quantity changes included an increase in crushed surfacing top course but a reduction in flagging & spotting hours.

### Alternatives

None recommended

### Fiscal Impact

Misc. Traffic Signals or Roundabouts - 300.010.595.64.63.05 \$70,587.30

Through	Kendrick Glover Oct 21, 10:25:22 GMT-0700 2019
Dept Head Approval	Cary Roe Oct 29, 12:30:31 GMT-0700 2019
City Mgr Approval	Marie Mosley Oct 31, 22:37:45 GMT+0700 2019

Attachments:

Recording  
Required?

# Council Agenda Coversheet



Agenda Item Number	3.h.	Council Date	11/05/2019
Agenda Item Type	Contract/Agreement/Lease		
Subject	CDBG S. Fruitland Street Sidewalk Project		
Ordinance/Reso #		Contract #	
Project #	P1903-19	Permit #	
Department	Public Works		

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

### Recommendation

Staff recommends that Council accept the work of Allstar Construction Group Inc. for Contract P1903-19, CDBG S. Fruitland Street Sidewalk Project.

### Motion for Consideration

Motion to accept the work of Allstar Construction Group Inc. for Contract P1903-19, CDBG S. Fruitland Street Sidewalk Project, in the amount of \$62,344.27

### Summary

Original Contract	\$ 56,174.01
Change orders	\$ 0.00
Quantity Changes	\$ 6,170.26
Total	\$ 62,344.27

This project was for the installation of curb, sidewalk, and driveways on the west side of S. Fruitland Street. Project limits were from S. Garfield Street to S. Everett Street.

This project had no change orders.

Quantity changes included an increase in sidewalk/driveway removal, concrete curb and gutter removal, concrete monolithic curb and sidewalk along with reductions in flagging & spotter hours and concrete sidewalk.

### Alternatives

None recommended.

### Fiscal Impact

Misc. ADA Improvements - 300.010.595.61.63.02 \$62,344.27

CDBG Grant is 100% reimbursable up to \$77,000

Through	Kendrick Glover Oct 21, 11:27:45 GMT-0700 2019
Dept Head Approval	Cary Roe Oct 29, 12:31:37 GMT-0700 2019
City Mgr Approval	Marie Mosley Oct 31, 22:38:50 GMT+0700 2019

Attachments:

Recording Required?

# Council Agenda Coversheet



Agenda Item Number	3.i.	Council Date	11/05/2019
Agenda Item Type	Contract/Agreement/Lease		
Subject	2019 Bituminous Surface Treatment Seal Coat		
Ordinance/Reso #		Contract #	
Project #	P1914-19	Permit #	
Department	Public Works		

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

### Recommendation

Staff recommends that Council accept the work of Columbia Asphalt & Ready Mix for Contract P1914-19, 2019 Bituminous Surface Treatment Seal Coat.

### Motion for Consideration

Motion to accept the work of Columbia Asphalt & Ready Mix for Contract P1914-19, 2019 Bituminous Surface Treatment Seal Coat, in the amount of \$573,248.19

### Summary

Original Contract	\$ 569,036.00
Change Orders	\$ 3,800.00
Quantity Changes	\$ 412.19
Total	\$ 573,248.19

This project applied a bituminous surface treatment (BST) seal coat to approximately 12.67 miles of local streets within the City limits. Work also included patching of select areas prior to BST application, traffic control, covering and uncovering of utilities, minor manhole adjustments, removal of plastic pavement markings and supply, placement and removal of temporary flexible raised pavement markers.

This project had one (1) change order which included additional costs to cover the traffic control for work on Kennewick Ave between S. Fruitland Street and S Dayton Street, which was not originally in the contract.

Quantity changes included increases in double yellow paint line, white paint line, 18-inch solid "Stop Bar", 24-inch x 96-inch Crosswalk Blocks and plastic traffic arrows as well as decreases in quick setting emulsified asphalt fog oil and yellow skip paint line.

### Alternatives

None recommended

### Fiscal Impact

Arterial Street Fund  
2019 Local Pavement Preservation - 102.010.595.30.63.12 \$573,248.19

Through	Kendrick Glover Oct 21, 12:56:55 GMT-0700 2019
Dept Head Approval	Cary Roe Oct 29, 12:48:05 GMT-0700 2019
City Mgr Approval	Marie Mosley Oct 31, 22:41:32 GMT+0700 2019

Attachments:

Recording  
Required?

# Council Agenda Coversheet



Agenda Item Number	3.j.	Council Date	11/05/2019
Agenda Item Type	Contract/Agreement/Lease		
Subject	2019 Justice Assistance Grant CEO Certifications		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Police Department		

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

### Recommendation

That Council authorize the Mayor to sign the 2019 Justice Assistance Grant (JAG) CEO Certifications.

### Motion for Consideration

I move to authorize the Mayor to sign the 2019 Justice Assistance Grant (JAG) CEO Certifications.

### Summary

The City of Kennewick Police Department was notified on September 25, 2019 that it was awarded the 2019 Edward Byrne Justice Assistance Grant (JAG) in the amount of \$17,748. As required by the Office of Justice Programs (OJP), we may only access these funds after we submit the certifications and assurances properly executed by the Chief Executive of the Applicant Government. The City of Kennewick meets all of the certifications listed on the 2019 CEO Certification form.

### Alternatives

No alternatives exist.

### Fiscal Impact

Fiscal impact includes the addition of \$10,649 to the Police Department budget for additional equipment expenses. The entire grant is \$17,748. We are required to share with Benton County as we are certified disparate. The Benton County Sheriff's Office will receive \$7,099 for equipment purchases.

Through	Kim Hathaway Oct 25, 10:41:29 GMT-0700 2019
Dept Head Approval	Ken Hohenberg Oct 25, 15:10:59 GMT-0700 2019
City Mgr Approval	Marie Mosley Nov 01, 07:27:23 GMT-0700 2019

Attachments:

Recording Required?

**U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS**

**Edward Byrne Justice Assistance Grant Program FY 2019 Local Solicitation**

**Certifications and Assurances by the Chief Executive of the Applicant Government**

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2019 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

\_\_\_\_\_  
Signature of Chief Executive of the Applicant Unit of  
Local Government

\_\_\_\_\_  
Date of Certification

\_\_\_\_\_  
Printed Name of Chief Executive

\_\_\_\_\_  
Title of Chief Executive

\_\_\_\_\_  
Name of Applicant Unit of Local Government

# Council Agenda Coversheet



Agenda Item Number	3.k.	Council Date	11/05/2019
Agenda Item Type	Contract/Agreement/Lease		
Subject	Vista Field Easement Modification		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	City Attorney		

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

### Recommendation

That Council authorize the City Manager to enter into the agreement to modify the parties subject to Vista Field Easements.

### Motion for Consideration

I move to authorize the City Manager to sign an agreement modifying the parties subject to Easements at Vista Field.

### Summary

Property owned by the City is currently subject to several non-exclusive reciprocal access easements, which were created when the Kennewick Irrigation District owned all of the land in this area. As land has been subdivided and sold by the Kennewick Irrigation District these easements have become less necessary for access to and across City and privately owned land subject to these access easements. In order to provide for the orderly growth and expansion of this area the City was approached by the purchaser of property adjacent to the City's to eliminate and move portions of easements across this area. The City found that based on its current plans for the Three Rivers Campus that additional modifications would be in the City's best interest.

The first step in alleviating the conditions of these easements is to request a reduction in the number of properties that are party to these easements. This agreement would have the affect of reducing the number of parties from seven (7) to three (3), and result in the easements being controlled solely by Ben Franklin Transit, Vine Street Group LLC, and the City of the Kennewick. Once all original parties have agreed to the modification of parties subject to the easements, the three (3) remaining parties can more efficiently and effectively eliminate, modify, and create necessary easements.

Actions to eliminate, modify, and create necessary easements will be brought to City Council at a future date for review and action presuming that all existing parties agree to this action.

### Alternatives

None recommended.

### Fiscal Impact

None.

Through	Miles Thomas Oct 24, 16:22:01 GMT-0700 2019
Dept Head Approval	Lisa Beaton Oct 28, 11:00:29 GMT-0700 2019
City Mgr Approval	Marie Mosley Nov 01, 07:38:56 GMT-0700 2019

Attachments: Agreement

Recording Required?

## EASEMENT MODIFICATION AGREEMENT

**THIS EASEMENT MODIFICATION AGREEMENT** (the “**AGREEMENT**”) shall be effective on the last signature date set forth below (“**Effective Date**”) by and between Ben Franklin Transit, Benton County, City of Kennewick, DPA Enterprises LLC, Leonardo & Nadezhda Luzi, Plan B Properties LLC (Kevin Holt), and Vine Street Partners LLC (together “**GRANTORS & GRANTEES**”), who agree as follows:

### RECITALS

- A. GRANTORS AND GRANTEES are the current owners of real property in Kennewick, Washington that were subdivided from within Real Property previously owned by the Kennewick Irrigation District as described in **Exhibit I** attached hereto and incorporated herein (“**Grantors Property**”); and
- B. GRANTORS AND GRANTEES are subject and party to several non-exclusive reciprocal access easements as are described in those certain Non-Exclusive Reciprocal Access Easements recorded on May 18<sup>th</sup>, 2000 and October 26<sup>th</sup>, 2004 in the Benton County Auditor’s Office as Document Number(s) 2000-012073 (**Exhibit II**), 2004-37831, (**Exhibit III**), and 2004-037832 (**Exhibit IV**) respectively (together “**Non-Exclusive Reciprocal Access Easements 2000 and 2004**”); and
- C. GRANTEES desire, and GRANTORS are willing, to modify the Non-Exclusive Reciprocal Access Easements 2000 and 2004 by modifying the land area of properties subject to the easements.

**NOW THEREFORE**, for valuable consideration, receipt of which is hereby acknowledged, the GRANTORS AND GRANTEES agree to the modify the Non-Exclusive Reciprocal Access Easements 2000 and 2004 as follows:

- 1. **Modification of the Land Area Subject to Easement Terms and Modifications.** The Land Area subject to the Non-Exclusive Reciprocal Access Easements 2000 and 2004 are hereby modified to consist of those properties legally described in **Exhibit V** attached hereto and incorporated herein. The Non-Exclusive Reciprocal Access Easements 2000 and 2004 shall be appurtenant to, and run with, the real property described in **Exhibit V** and further graphically represented in **Exhibit VI** and shall be binding on all parties having or acquiring any right, title, or interest in the described lots or any part thereof and shall inure as well to the benefit of each owner thereof, as the case may be.
- 2. **Compensation.** GRANTORS AND GRANTEES agree that no cost shall be paid or exchanged in return for the rights granted under this Agreement due to the mutually beneficial use of the Non-Exclusive Reciprocal Access Easements 2000 and 2004.
- 3. **Effect of Agreement.** Except as expressly set forth herein to the contrary, the original Non-Exclusive Reciprocal Access Easements 2000 and 2004 shall remain in full force and effect as originally written.
- 4. **Execution in Counterparts.** This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

[ SIGNATURE PAGE CONTINUED ON FOLLOWING PAGE ]

**IN WITNESS WHEREOF**, the parties have executed this instrument on the day and year written below.

APPROVED AS TO FORM:

\_\_\_\_\_

ON BEHALF OF:

Ben Franklin Transit

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

Name: \_\_\_\_\_

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

State of \_\_\_\_\_

County of \_\_\_\_\_

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

(Seal or Stamp)

Signature \_\_\_\_\_

Title \_\_\_\_\_

My Appointment Expires: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

ON BEHALF OF:

Benton County

\_\_\_\_\_

By:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

State of

\_\_\_\_\_

County of

\_\_\_\_\_

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

(Seal or Stamp)

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

My Appointment Expires:

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

ON BEHALF OF:

City of Kennewick

\_\_\_\_\_

By:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

State of

\_\_\_\_\_

County of

\_\_\_\_\_

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

(Seal or Stamp)

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

My Appointment Expires:

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

ON BEHALF OF:

DPA Enterprises LLC

\_\_\_\_\_

By:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

State of

\_\_\_\_\_

County of

\_\_\_\_\_

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

(Seal or Stamp)

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

My Appointment Expires:

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

ON BEHALF OF:

Leonardo & Nadezhda Luzi

\_\_\_\_\_

By:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

State of

\_\_\_\_\_

County of

\_\_\_\_\_

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

(Seal or Stamp)

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

My Appointment Expires:

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

ON BEHALF OF:

Plan B Properties LLC

\_\_\_\_\_

By:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

State of

\_\_\_\_\_

County of

\_\_\_\_\_

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

(Seal or Stamp)

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

My Appointment Expires:

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

ON BEHALF OF:

Vine Street Partners, LLC

\_\_\_\_\_

By:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

State of

\_\_\_\_\_

County of

\_\_\_\_\_

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

(Seal or Stamp)

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

My Appointment Expires:

\_\_\_\_\_

## EXHIBIT "I"

### Grantors Property

That portion of the Northwest quarter of Section 32, Township 9 North, Range 29 East, W.M. Kennewick, Benton County, Washington, described as follows:

Commencing at the Northwest corner of said Section 32; Thence South 89°39'00" East, along the North line of said Section 32, for 2380.88 feet; Thence South 00°00'26" West, along the centerline of existing Grandridge Boulevard and said centerline produced Northerly, for 1139.92 feet; Thence North 89°39'00" West for 31.00 feet to the Westerly right of way margin of Grandridge Boulevard and the true point of beginning; Thence North 89°39'00" West for 377.69 feet; Thence South 00°21'00" West for 324.42 feet; Thence South 45°11'04" West for 700.00 feet to the Northeasterly margin of the parcel of land upon which the Tri-Cities Coliseum is now located; Thence South 44°48'56" East, along said Tri-Cities Coliseum parcel, for 1187.99 feet to intersect the Westerly right of way margin of Grandridge Boulevard on a 969.00 foot radius curve concave to the Northwest (the radius point bear North 44°48'56" West); Thence Northerly along the arc of said curve to the left, through a central angle of 70°41'48", for an arc distance of 1195.64 feet to the point of tangency; Thence North 25°30'44" West for 120.80 feet to the point of curvature with a 1031.00 foot radius curve concave to the Northeast; Thence Northerly along the arc of said curve to the right, through a central angle of 25°31'12", for an arc distance of 459.21 feet to the point of tangency; Thence North 00°00'25" East for 00.19 feet to the true point of beginning.

Containing 23.99 acres, more or less.

EXHIBIT "II"

EXCISE TAX NOT REQUIRED  
BENTON COUNTY EXCISE TAX DIVISION  
BY Maharaj DEPUTY

5-18-00 Easement Only

2000-012073  
Page: 1 of 6  
05/18/2000 09:36A  
Benton County  
CHICAGO TITLE EAS 13.00

AFTER RECORDING RETURN TO:  
Attn: Asset Management  
Name Kennewick Irrigation District  
Address 214 W. 1st Avenue  
City, State, Zip Kennewick, WA 99336

85498-SW

CHICAGO TITLE INSURANCE CO.

TAX PARCEL NO.: Ptn: 1-3299-200-0013-000 & 1-3299-200-0010-004  
ABBREVIATED LEGAL: Portion of Section 32, Township 9 N, Range  
FULL LEGAL ON PAGE 3-5 OF DOCUMENT 29, E.W.M.

**NON-EXCLUSIVE RECIPROCAL ACCESS EASEMENT  
COLONNADE BUSINESS PARK  
BLOCK 1**

This NON-EXCLUSIVE RECIPROCAL ACCESS EASEMENT is hereby made and declared on the date hereinafter set forth by the KENNEWICK IRRIGATION DISTRICT, A Washington Municipal Corporation, (hereinafter referred to as "KID"). The KID is the owner of certain real property situated in the City of Kennewick, County of Benton, State of Washington, legally described as:

See legal description for the entire parcel, marked Exhibit "A" attached hereto and made a part of this Agreement.

The KID is authorized by statute as the Owner of said parcel to sell or lease said property. In planning for the orderly development of said property, it is necessary and desirable for the KID as the present owner to establish this Non-Exclusive Reciprocal Access Easement (hereinafter referred to as the "Easement") to ensure that adequate access is provided for the mutual benefit of subsequent owners of the property or any portion thereof. Accordingly, the KID, for itself, its successors and assigns, hereby declares and places into the chain of title this Easement as legally described on Exhibit "B" attached hereto and made a part of this Agreement.

Also attached hereto and made part of this Agreement is a map, Exhibit "C", for demonstrative purposes to show the location of the Easement. This Easement shall extend along the boundary lines of the proposed roadways as shown on Exhibit "C".

The width of the Easement shall vary between 24 feet and 30 feet as described on Exhibit "B".

ORIGINAL



This Easement is declared for the mutual benefit of the Owner, its successors and assigns, and the future owners of said property for portions thereof and includes the right, privilege, and authority to utilize the described Easement for access to the property, including the right, privilege, and authority to pass and repass across, over, and upon the said Easement.

The KID, its successors and assigns and the future owners of the said property, shall have the right to make any use of the land occupied by said Easement, except for any action or installation of any obstruction which would impair, diminish or prevent the use thereof for access as granted hereunder.

The subsequent owners of the said property shall be responsible for the ongoing maintenance of the Easement's related improvements, located on their perspective property.

This Easement shall be appurtenant to, and run with, the above-described real property and shall be binding on all parties having or acquiring any right, title or interest in the described lots or any part thereof and shall inure as well to the benefit of each owner thereof, as the case may be.

IN WITNESS WHEREOF, the KENNEWICK IRRIGATION DISTRICT has executed this Easement by and through its authorized representatives this 16<sup>th</sup> day of May, 2000.

By: Michael D. Macon  
Michael D. Macon

5/16/02  
Date

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF BENTON )

I CERTIFY that I know or have satisfactory evidence that MICHAEL D. MACON and is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Asset Manager of the KENNEWICK IRRIGATION DISTRICT, to be the free and voluntary act of such parties for the uses and purposes mentioned in the instrument.

DATED this 16<sup>th</sup> day of May, 2000.

Beth A. Smith  
NOTARY PUBLIC



State of Washington, residing at Kennewick

My Commission Expires 12/15/03



EXHIBIT "A"

WORLEY SURVEYING SERVICE, INC., P.S.  
121 S. ELY  
P.O. BOX 6132  
KENNEWICK, WASHINGTON 99336

May 4, 2000

KENNEWICK IRRIGATION DISTRICT VISTA FIELD

That portion of the Northwest quarter of Section 32, Township 9 North, Range 29 East, W.M. Kennewick, Benton County, Washington, described as follows:

Commencing at the Northwest corner of said Section 32; Thence South 89°39'00" East, along the North line of said Section 32, for 2380.88 feet; Thence South 00°00'26" West, along the centerline of exiting Grandridge Boulevard and said centerline produced Northerly, for 1139.92 feet; Thence North 89°39'00" West for 31.00 feet to the Westerly right of way margin of Grandridge Boulevard and the true point of beginning; Thence North 89°39'00" West for 377.69 feet; Thence South 00°21'00" West for 324.42 feet; Thence South 45°11'04" West for 700.00 feet to the Northeasterly margin of the parcel of land upon which the Tri-Cities Coliseum is now located; Thence South 44°48'56" East, along said Tri-Cities Coliseum parcel, for 1187.88 feet to intersect the Westerly right of way margin of Grandridge Boulevard on a 969.00 foot radius curve concave to the Northwest (the radius point bears North 44°48'56" West); Thence Northerly along the arc of said curve to the left, through a central angle of 70°41'48", for an arc distance of 1195.64 feet to the point of tangency; Thence North 25°30'44" West for 120.80 feet to the point of curvature with a 1031.00 foot radius curve concave to the Northeast; Thence Northerly along the arc of said curve to the right, through a central angle of 25°31'12", for an arc distance of 459.21 feet to the point of tangency; Thence North 00°00'26" East for 00.19 feet to the true point of beginning.

Containing 23.99 acres, more or less

Unofficial Copy



Exhibit "B"

**NON-EXCLUSIVE RECIPROCAL  
ACCESS EASEMENT**

AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M., KENNEWICK, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 32; THENCE SOUTH 89°39'00" EAST, ALONG THE NORTH LINE OF SAID SECTION 32, FOR 2380.88 FEET; THENCE SOUTH 00°00'26" WEST, ALONG THE CENTERLINE OF EXITING GRANDRIDGE BOULEVARD AND SAID CENTERLINE PRODUCED NORTHERLY, FOR 1139.92 FEET TO THE POINT OF CURVATURE WITH A 1000.00 FOOT RADIUS CURVE CONCAVE TO THE EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 25°31'12", FOR AN ARC DISTANCE OF 445.41 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 25°30'44" EAST FOR 120.80 FEET TO THE POINT OF CURVATURE WITH A 1000.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 23°54'33", FOR AN ARC DISTANCE OF 417.30 FEET; THENCE, LEAVING SAID CURVE, SOUTH 88°23'49" WEST, RADially, FOR 31.00 FEET TO THE WESTERLY RIGHT OF WAY MARGIN OF SAID GRANDRIDGE BOULEVARD AND THE TRUE POINT OF BEGINNING BEING THE CUSP OF A 20.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST (THE RADIUS POINT BEARS SOUTH 88°23'59" WEST); THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 92°05'50", FOR AN ARC DISTANCE OF 32.15 FEET TO THE POINT OF TANGENCY; THENCE NORTH 89°30'21" WEST FOR 320.17 FEET TO THE POINT OF CURVATURE WITH A 160.00 FOOT RADIUS CURVE CONCAVE TO THE NORTH; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 44°41'25", FOR AN ARC DISTANCE OF 124.80 FEET TO THE POINT OF TANGENCY; THENCE NORTH 44°48'56" WEST FOR 89.05 FEET TO THE POINT OF CURVATURE WITH A 165.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 00°47'44", FOR AN ARC DISTANCE OF 2.29 FEET TO THE POINT OF REVERSE CURVATURE WITH A 10.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST (THE RADIUS POINT BEARS NORTH 44°23'20" EAST); THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°47'44", FOR AN ARC DISTANCE OF 15.85 FEET TO THE POINT OF TANGENCY; THENCE NORTH 45°11'04" EAST FOR 288.11 FEET TO INTERSECT A 765.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST (THE RADIUS POINT BEARS SOUTH 59°51'50" WEST); THENCE NORTHWESTERLY ALONG SAID THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 14°40'46", FOR AN ARC DISTANCE OF 196.00 FEET TO THE POINT OF TANGENCY; THENCE NORTH 44°48'56" WEST FOR 131.99 FEET TO THE POINT OF CURVATURE WITH A 40.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 107°06'19", FOR AN ARC DISTANCE OF 74.77 FEET TO THE POINT OF INTERSECTION WITH A 385.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST (THE RADIUS POINT BEARS SOUTH 27°42'37" EAST); THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 17°06'19", FOR AN ARC DISTANCE OF 114.94 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 45°11'04" WEST FOR 8.53 FEET TO THE CUSP OF A 40.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST (THE RADIUS POINT BEARS SOUTH 44°48'56" EAST); THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 62.83 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 44°48'56" EAST FOR 110.06 FEET TO THE POINT OF CURVATURE WITH A 10.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 15.71 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 45°11'04" WEST FOR 435.13 FEET TO THE POINT OF CURVATURE WITH A 135.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 27°13'44", FOR AN ARC DISTANCE OF 64.16 FEET TO THE POINT OF REVERSE CURVATURE WITH A 165.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST (THE RADIUS POINT BEARS SOUTH 17°35'12" EAST); THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 07°53'40", FOR AN ARC DISTANCE OF 22.73 FEET TO THE POINT OF REVERSE CURVATURE WITH A 20.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST (THE RADIUS POINT BEARS NORTH 25°28'52" WEST); THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 70°39'56", FOR AN ARC DISTANCE OF 24.67 FEET TO THE POINT OF TANGENCY; THENCE NORTH 44°48'56" WEST FOR 77.25 FEET TO THE POINT OF CURVATURE WITH A 40.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 62.83 FEET TO THE POINT OF CUSP OF SAID CURVE; THENCE SOUTH 45°11'04" WEST FOR 110.00 FEET TO THE POINT OF CUSP OF A 40.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST (THE RADIUS POINT BEARS SOUTH 44°48'56" EAST); THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 62.83 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 44°48'56" EAST FOR 117.29 FEET TO INTERSECT A 135.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST (THE RADIUS POINT BEARS SOUTH 40°02'07" EAST); THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 22°26'55", FOR AN ARC DISTANCE OF 52.89 FEET TO THE POINT OF REVERSE CURVATURE WITH A 165.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST (THE RADIUS POINT BEARS NORTH 17°35'12" WEST); THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 27°13'44", FOR AN ARC DISTANCE OF 78.41 FEET TO THE POINT OF TANGENCY; THENCE NORTH 45°11'04" EAST FOR 435.02 FEET TO THE POINT OF CURVATURE



Exhibit "B"

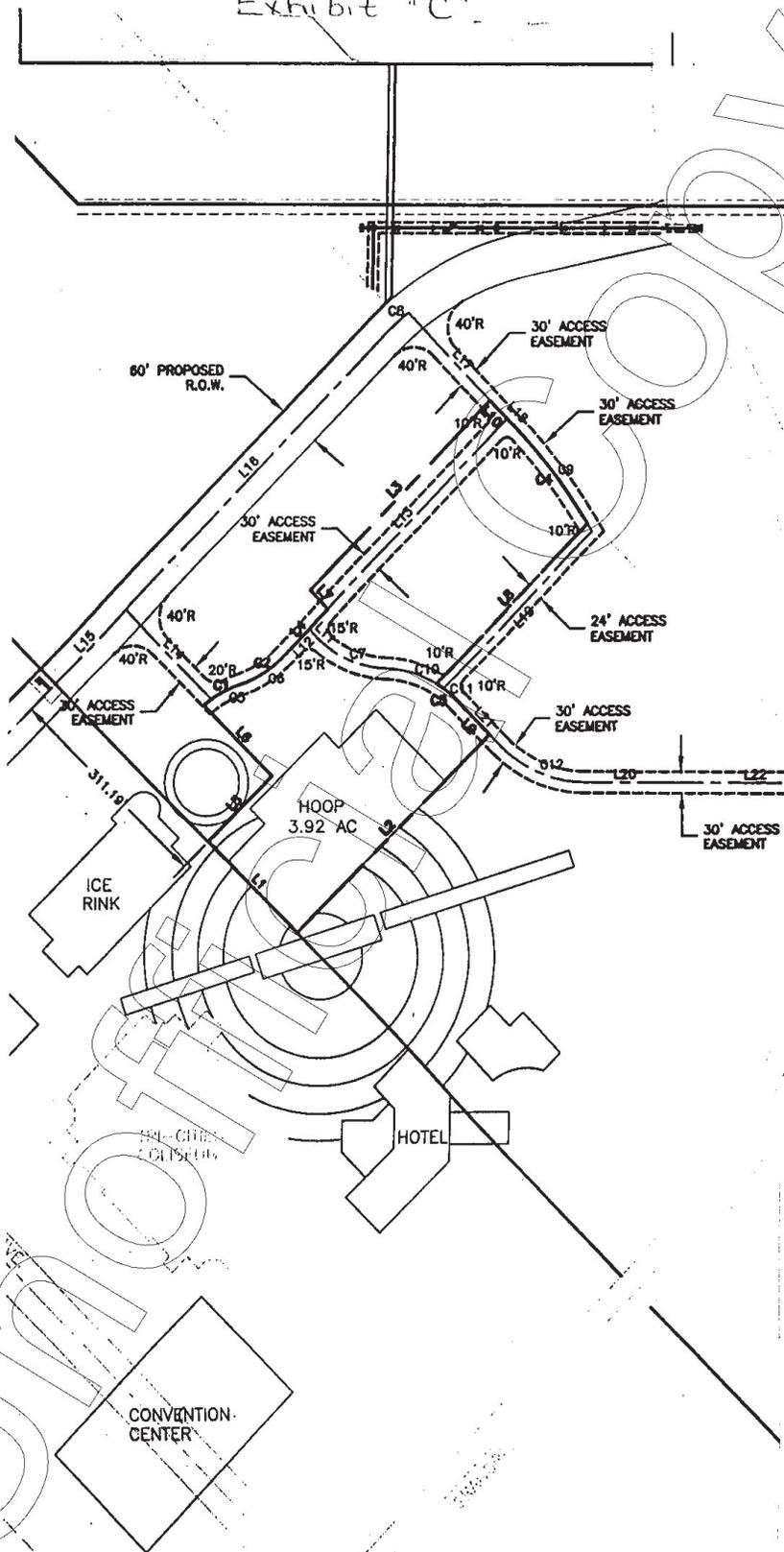
**NON-EXCLUSIVE RECIPROCAL  
ACCESS EASEMENT CONTINUED**

WITH A 10.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 91°00'45", FOR AN ARC DISTANCE OF 15.89 FEET TO THE POINT OF COMPOUND CURVATURE WITH A 735.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST (THE RADIUS POINT BEARS SOUTH 46°11'49" WEST); THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 11°43'33", FOR AN ARC DISTANCE OF 150.42 FEET TO THE POINT OF COMPOUND CURVATURE WITH A 10.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST (THE RADIUS POINT BEARS SOUTH 57°55'21" WEST); THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 77°15'43", FOR AN ARC DISTANCE OF 13.49 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 45°11'04" WEST FOR 261.49 FEET TO THE POINT OF CURVATURE WITH A 10.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 74°36'52", FOR AN ARC DISTANCE OF 13.02 FEET TO THE POINT OF REVERSE CURVATURE WITH A 165.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST (THE RADIUS POINT BEARS SOUTH 29°47'56" WEST); THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 27°36'25", FOR AN ARC DISTANCE OF 79.50 FEET TO THE POINT OF REVERSE CURVATURE WITH A 135.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST (THE RADIUS POINT BEARS NORTH 02°11'31" EAST); THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 35°17'11", FOR AN ARC DISTANCE OF 83.14 FEET TO THE POINT OF COMPOUND CURVATURE WITH A 15.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST (THE RADIUS POINT BEARS NORTH 37°28'42" EAST); THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 97°42'22",

Unofficial



Exhibit "C"



CHICAGO TITLE EAS 25.00 Benton County  
2004-037831  
Pg: 1 of 7  
10/26/2004 11:15A

EXCISE TAX NOT REQUIRED  
BENTON COUNTY EXCISE TAX DIVISION  
BY *[Signature]* DEPUTY  
*[Signature]*

AFTER RECORDING RETURN TO:  
Attn: Asset Management  
Name: Kennewick Irrigation District  
Address: 12 W. Kennewick Avenue  
City, State Zip: Kennewick, WA 99336

TAX PARCEL NO.: Plns 1-3299-200-9013-001 #3  
ABBREVIATED LEGAL: Plns 1-3299-200-0013-001; 1-3299-100-0002-003 Plns  
FULL LEGAL ON PAGE: Portion of Section 32, Township 9 N., Range 29 E. W.M. 7, 8 and 9

NON EXCLUSIVE RECIPROCAL ACCESS EASEMENT (WESTERN ACCESS)  
Vista Entertainment District ORIGINAL  
CHICAGO TITLE INSURANCE 04-393 Muse

This NON-EXCLUSIVE RECIPROCAL ACCESS EASEMENT ("Easement") is hereby made and declared on the date hereinafter set forth by the Kennewick Irrigation District, A Washington municipal company (hereinafter referred to as "KID") and the MAC Sports Complex, LLC, a Washington limited liability corporation, (hereinafter referred to as "MAC Sports") as the owners of certain adjoining real property situated in the City of Kennewick, County of Benton, State of Washington, and legally described as follows:

KID Parcel: See legal description and location map marked Exhibit A.  
MAC Sports Parcel: See legal description and location map marked Exhibit B, both are attached hereto and made a part of this agreement.

In planning for the orderly development of said property, and the overall Vista Entertainment District, it is necessary and desirable for the KID and MAC Sports as the present owners of said adjoining parcels, to establish this Easement to ensure that adequate access is provided for the mutual benefit of subsequent owners and users of the adjoining properties. Accordingly, the KID and MAC Sports, for themselves and their respective successors and assigns, hereby declare and place into the chain of title this Easement as legally described on Exhibit "C" which is attached hereto and made a part of the agreement.

Also attached hereto and made part of this agreement is a map, Exhibit "C", for demonstrative purposes to show the location of the Easement. This Easement shall extend along and within the boundary lines of the proposed roadways as shown on Exhibit "C".

This Easement is declared for the mutual benefit of the KID and MAC Sports and their respective successors and assigns, and the future owners of their respective parcels and includes the right, privilege, and authority to utilize the described Easement for driveway access from West Okanogan Place to their respective parcels including the right, privilege, and authority to pass and repass across, over and upon said Easement.

The KID and MAC Sports shall have the right to make any use of the land occupied by said Easement, except for any action or installation of any obstruction which would impair, diminish or prevent the non-exclusive use thereof as a driveway access as granted hereunder.

The KID and MAC Sports further declare that this Easement shall also be for the non-exclusive benefit of the Vista Entertainment District in general and the specific projects or facilities now or later developed and operated therein. The owners of the KID and MAC Sports parcels shall hereafter be equally responsible for the ongoing maintenance of the Easement's related improvements.

This Easement shall be appurtenant to, and run with, the KID and MAC Sports parcels and shall be binding on all parties having or acquiring any right, title or interest in the described parcels or any part thereof and shall inure as well to the benefit of each owner thereof, as the case may be.

IN WITNESS WHEREOF, the parties have executed this Easement by and through their respective authorized representatives on the following date:

September 17, 2004

The MAC Sports Complex, LLC

By: Vanessa B. Moore  
Vanessa B. Moore, Manager

STATE OF WASHINGTON) )ss.  
COUNTY OF BENTON )

I certify that I know or have satisfactory evidence that Vanessa B. Moore is the person who appeared before me, and said person acknowledged that they signed this instrument and on oath stated that they are authorized to execute the instrument and acknowledge it as the Manager of The MAC Sports Complex, LLC a Washington limited liability company, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED this 17th day of September, 2004



Joetta Rupert  
NOTARY PUBLIC, State of Washington,  
residing at Kennewick  
My Commission expires: 9-26-08

Kennewick Irrigation District

By: Michael D. Macon  
Michael D. Macon  
Realty Asset Manager

STATE OF WASHINGTON) )ss.  
COUNTY OF BENTON )

I certify that I know or have satisfactory evidence that Michael D. Macon, is the person who appeared before me, and said person acknowledged that they signed this instrument and on oath stated that they are authorized to execute the instrument, and acknowledge it as the Realty Asset Manager of the Kennewick Irrigation District, a Washington municipal corporation, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

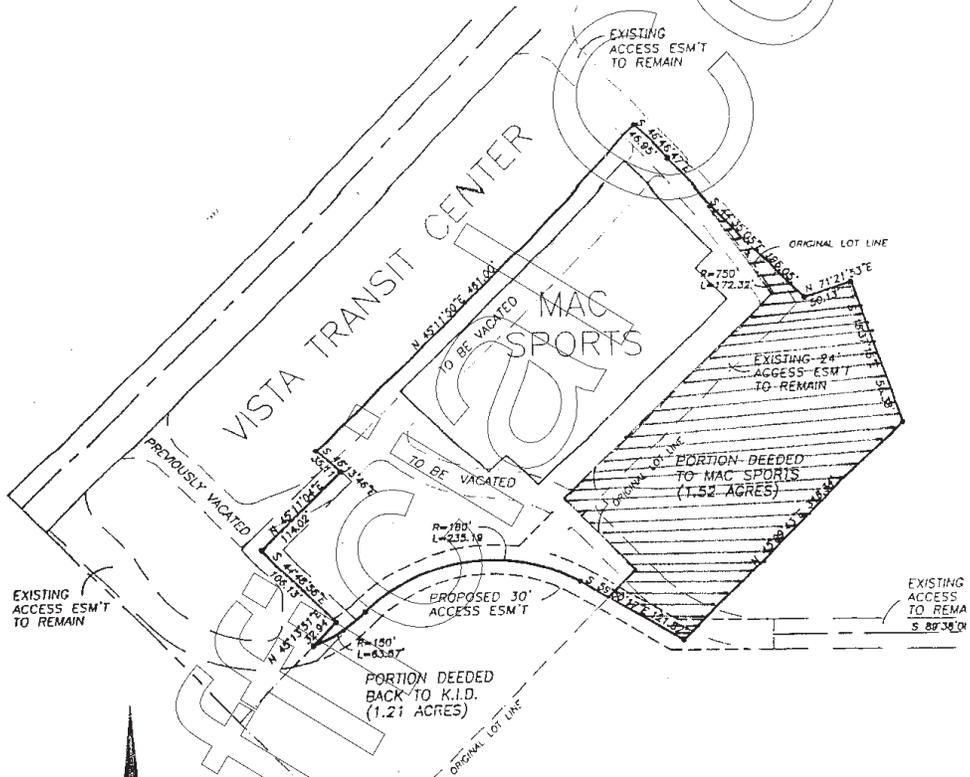
DATED this 17th day of September, 2004



Joetta Rupert  
NOTARY PUBLIC, State of Washington,  
residing at Kennewick  
My Commission expires: 9-26-08



### EXHIBIT "A" LOCATION MAP



#### NOTES

1. O DENOTES SET 5/8" IRON PINS WITH PLASTIC CAPS MARKED PROPERTY CORNER UNLESS NOTED OTHERWISE.
2. BASIS OF BEARING: VOLUME 1 OF SURVEYS, PAGE 2754, RECORDS COUNTY, WASHINGTON.

"Unofficial Copy"

**EXHIBIT "B"**  
**LEGAL DESCRIPTION**

**MACSPORTS TO KENNEWICK IRRIGATION DISTRICT  
VISTA FIELD**

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M.,  
KENNEWICK, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 32; THENCE SOUTH 89°39'00" EAST, ALONG THE  
NORTH LINE OF SAID SECTION 32, FOR 2380.88 FEET; THENCE SOUTH 00°00'26" WEST, ALONG THE  
CENTERLINE OF EXISTING GRANDRIDGE BOULEVARD AND SAID CENTERLINE PRODUCED NORTHERLY, FOR 1139.92  
FEET TO THE POINT OF CURVATURE WITH A 1000.00 FOOT RADIUS CURVE CONCAVE TO THE EAST; THENCE  
SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 25°31'12",  
FOR AN ARC DISTANCE OF 445.41 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 25°30'44" EAST FOR  
120.80 FEET TO THE POINT OF CURVATURE WITH A 1000.00 FOOT RADIUS CURVE CONCAVE TO THE  
SOUTHWEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL  
ANGLE OF 26°01'19", FOR AN ARC DISTANCE OF 454.17 FEET; THENCE, LEAVING SAID CURVE, NORTH 89°30'21"  
WEST FOR 371.81 FEET TO THE POINT OF CURVATURE WITH A 175.00 FOOT RADIUS CURVE CONCAVE TO THE  
NORTH; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE  
OF 44°41'25", FOR AN ARC DISTANCE OF 136.50 FEET TO THE POINT OF TANGENCY; THENCE NORTH 44°48'56"  
WEST FOR 21.35 FEET; THENCE SOUTH 45°11'04" WEST FOR 39.96 FEET TO THE TRUE POINT OF BEGINNING;



**EXHIBIT "C"  
LEGAL DESCRIPTION**

**KENNEWICK IRRIGATION DISTRICT VISTA FIELD  
THE MACSPORTS ACCESS EASEMENT TO BE GRANTED**

An easement for ingress and egress over and across that portion of the Northwest quarter of Section 32, Township 9 North, Range 29 East, W.M., Kennewick, Benton County, Washington, described as follows:

An easement 30 feet in width with 15 feet of such width lying on each side of the following described centerline:

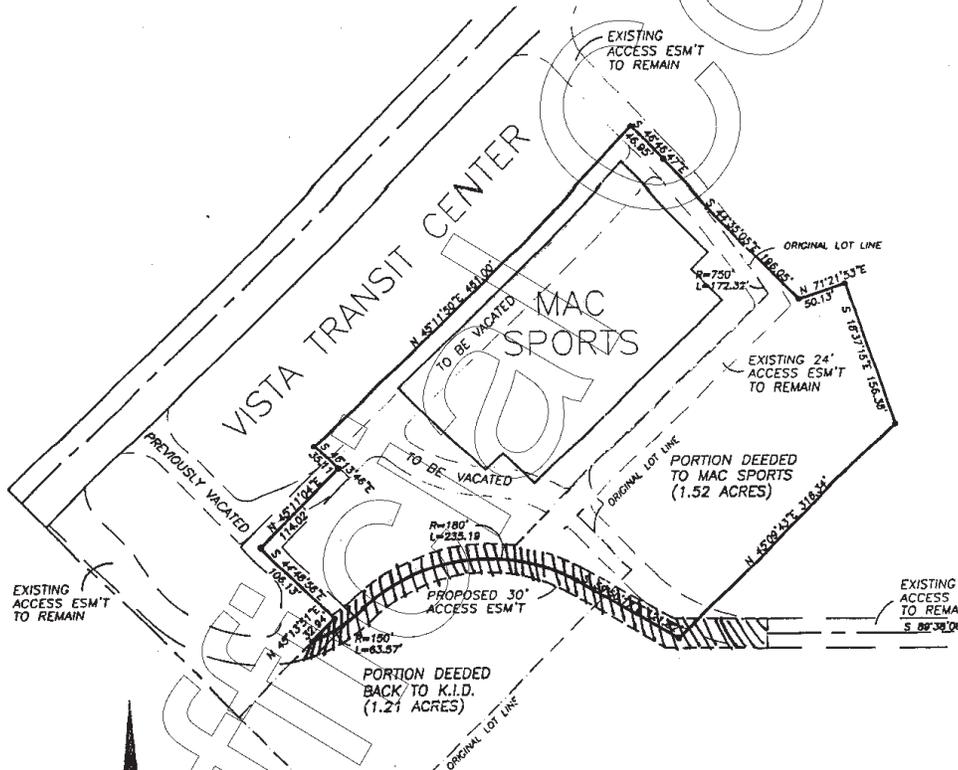
Commencing at the Northwest corner of said Section 32; Thence South 89°39'00" East, along the North line of said Section 32, for 2380.88 feet; Thence South 00°00'26" West, along the centerline of exiting Grandridge Boulevard and said centerline produced Northerly, for 1139.92 feet to the point of curvature with a 1000.00 foot radius curve concave to the East; Thence Southeasterly along the arc of said curve to the left, through a central angle of 25°31'12", for an arc distance of 445.41 feet to the point of tangency; Thence South 25°30'44" East for 120.80 feet to the point of curvature with a 1000.00 foot radius curve concave to the Southwest; Thence Southeasterly along the arc of said curve to the right, through a central angle of 23°54'33", for an arc distance of 417.30 feet; Thence, leaving said curve, South 88°23'49" West, radially, for 31.00 feet to the Westerly right of way margin of said Grandridge Boulevard and being the cusp of a 20.00 foot radius curve concave to the Southwest (the radius point bears South 88°23'59" West); Thence Southwesterly along the arc of said curve to the right, through a central angle of 92°05'50", for an arc distance of 32.15 feet to the point of tangency; Thence North 89°30'21" West for 320.17 feet; Thence South 00°29'39" West for 15.00 feet to the true point of beginning; Thence North 89°30'21" West for 101.05 feet; Thence North 59°50'17" West for 109.62 feet to the point of curvature with a 180.00 foot radius curve concave to the Southwest; Thence Southwesterly along the arc of said curve to the left, through a central angle of 74°51'47", for an arc distance of 235.19 feet to the point of reverse curvature with a 150.00 foot radius curve concave to the Northwest (the radius point bears North 44°42'04" West); Thence Southwesterly along the arc of said curve to the right, through a central angle of 24°18'25", for an arc distance of 63.64 feet to the terminus of said centerline.

The exterior boundaries of said easement are to be lengthened or shortened to intersect the exterior property lines.

04-003ml



### EXHIBIT "C" EASEMENT LOCATION



- NOTES**
1. O DENOTES SET 5/8" IRON PINS WITH PLASTIC CAPS MARKED PROPERTY CORNER UNLESS NOTED OTHERWISE.
  2. BASIS OF BEARING: VOLUME 1 OF SURVEYS, PAGE 2754, RECORDS COUNTY, WASHINGTON.

CHICAGO TITLE EAS 27.00 2004-037832 Pg: 1 of 9 10/26/2004 11:15A Benton County

EXCISE TAX NOT REQUIRED BENTON COUNTY EXCISE TAX DIVISION BY *[Signature]* DEPUTY *[Signature]*

AFTER RECORDING RETURN TO: Attn: Asset Management Name: Kennewick Irrigation District Address: 12 W. Kennewick Avenue City, State Zip: Kennewick, WA 99336

TAX PARCEL NO.: 1-3299-100-002-003 + 1-3299-100-4013-001 #4  
ABBREVIATED LEGAL: Portion of Section 32, Township 9 N., Range 29 E. W.M.  
FULL LEGAL ON PAGE: 7

NON EXCLUSIVE RECIPROCAL ACCESS EASEMENT

Vista Entertainment District

This NON-EXCLUSIVE RECIPROCAL ACCESS EASEMENT ("Easement") is hereby made and declared on the date hereinafter set forth by the Kennewick Irrigation District, A Washington municipal company (hereinafter referred to as "KID") and the MAC Sports Complex, LLC, a Washington limited liability corporation, (hereinafter referred to as "MAC Sports") as the owners of certain adjoining real property situated in the City of Kennewick, County of Benton, State of Washington, and legally described as follows:

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MAC Sports Parcel: See legal description and location map marked Exhibit B, both are attached hereto and made a part of this agreement.

In planning for the orderly development of said property, and the overall Vista Entertainment District, it is necessary and desirable for the KID and MAC Sports as the present owners of said adjoining parcels, to establish this Easement to ensure that adequate access is provided for the mutual benefit of subsequent owners and users of the adjoining properties. Accordingly, the KID and MAC Sports, for themselves and their respective successors and assigns, hereby declare and place into the chain of title this Easement as legally described on Exhibit "C" which is attached hereto and made a part of the agreement.

Also attached hereto and made part of this agreement is a map, Exhibit "C", for demonstrative purposes to show the location of the Easement. This Easement shall extend along and within the boundary lines of the proposed roadways as shown on Exhibit "C".

This Easement is declared for the mutual benefit of the KID and MAC Sports and their respective successors and assigns, and the future owners of their respective parcels and includes the right, privilege, and authority to utilize the described Easement for driveway access from West Okanogan Place to their respective parcels including the right, privilege, and authority to pass and repass across, over and upon said Easement.

The KID and MAC Sports shall have the right to make any use of the land occupied by said Easement, except for any action or installation of any obstruction which would impair, diminish or prevent the non-exclusive use thereof as a driveway access as granted hereunder.

The KID and MAC Sports further declare that this Easement shall also be for the non-exclusive benefit of the Vista Entertainment District in general and the specific projects or facilities now or later developed and operated therein.

The owners of the KID and MAC Sports parcels shall hereafter be equally responsible for the ongoing maintenance of the Easement's related improvements.

This Easement shall be appurtenant to, and run with, the KID and MAC Sports parcels and shall be binding on all parties having or acquiring any right, title or interest in the described parcels or any part thereof and shall inure as well to the benefit of each owner thereof, as the case may be.

ORIGINAL





2004-037832

Pg: 3 of 9

10/26/2004 11:15A

CHICAGO TITLE

EAS

27.00

Benton County

### EXHIBIT "A" LEGAL DESCRIPTION

**KENNEWICK IRRIGATION DISTRICT TO MACSPORTS  
VISTA FIELD**

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M., KENNEWICK, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 32; THENCE SOUTH 89°39'00" EAST, ALONG THE NORTH LINE OF SAID SECTION 32, FOR 2380.88 FEET; THENCE SOUTH 00°00'26" WEST, ALONG THE CENTERLINE OF EXITING GRANDRIDGE BOULEVARD AND SAID CENTERLINE PRODUCED NORTHERLY, FOR 1139.92 FEET TO THE POINT OF CURVATURE WITH A 1000.00 FOOT RADIUS CURVE CONCAVE TO THE EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 25°31'12", FOR AN ARC DISTANCE OF 445.41 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 25°30'44" EAST FOR 120.80 FEET TO THE POINT OF CURVATURE WITH A 1000.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 26°01'19", FOR AN ARC DISTANCE OF 454.17 FEET; THENCE, LEAVING SAID CURVE, NORTH 89°30'21" WEST FOR 371.81 FEET TO THE POINT OF CURVATURE WITH A 175.00 FOOT RADIUS CURVE CONCAVE TO THE NORTH; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 44°41'25", FOR AN ARC DISTANCE OF 136.50 FEET TO THE POINT OF TANGENCY; THENCE NORTH 44°48'56" WEST FOR 21.35 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 44°48'56" WEST FOR 67.70 FEET TO THE POINT OF CURVATURE WITH A 150.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 14°03'21", FOR AN ARC DISTANCE OF 36.80 FEET; THENCE, LEAVING SAID CURVE, NORTH 45°11'04" EAST FOR 308.07 FEET TO INTERSECT A 750.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST (THE RADIUS POINT BEARS SOUTH 58°16'28" WEST); THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 13°05'24", FOR AN ARC DISTANCE OF 171.35 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 44°48'56" EAST FOR 195.80 FEET; THENCE NORTH 71°21'53" EAST FOR 50.13 FEET; THENCE SOUTH 18°37'15" EAST FOR 156.38 FEET; THENCE SOUTH 45°09'43" WEST FOR 316.34 FEET; THENCE NORTH 59°50'17" WEST FOR 87.36 FEET; THENCE NORTH 45°11'04" EAST FOR 39.96 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1.52 ACRES OR 66410 S.F., MORE OR LESS

"Unofficial Copy"



2004-037832

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10/26/2004 11:15A

CHICAGO TITLE

EAS

27.00 Benton County

### EXHIBIT "A" LEGAL DESCRIPTION

**KENNEWICK IRRIGATION DISTRICT TO MACSPORTS  
VISTA FIELD**

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M., KENNEWICK, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 32; THENCE SOUTH 89°39'00" EAST, ALONG THE NORTH LINE OF SAID SECTION 32, FOR 2380.88 FEET; THENCE SOUTH 00°00'26" WEST, ALONG THE CENTERLINE OF EXITING GRANDRIDGE BOULEVARD AND SAID CENTERLINE PRODUCED NORTHERLY, FOR 1139.92 FEET TO THE POINT OF CURVATURE WITH A 1000.00 FOOT RADIUS CURVE CONCAVE TO THE EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 25°31'12", FOR AN ARC DISTANCE OF 445.41 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 25°30'44" EAST FOR 120.80 FEET TO THE POINT OF CURVATURE WITH A 1000.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 26°01'19", FOR AN ARC DISTANCE OF 454.12 FEET; THENCE, LEAVING SAID CURVE, NORTH 89°30'21" WEST FOR 371.81 FEET TO THE POINT OF CURVATURE WITH A 175.00 FOOT RADIUS CURVE CONCAVE TO THE NORTH; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 44°41'25", FOR AN ARC DISTANCE OF 136.50 FEET TO THE POINT OF TANGENCY; THENCE NORTH 44°48'56" WEST FOR 21.35 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 44°48'56" WEST FOR 67.70 FEET TO THE POINT OF CURVATURE WITH A 150.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 14°03'21", FOR AN ARC DISTANCE OF 36.80 FEET; THENCE, LEAVING SAID CURVE, NORTH 45°11'04" EAST FOR 308.07 FEET TO INTERSECT A 750.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST (THE RADIUS POINT BEARS SOUTH 58°16'28" WEST); THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 13°05'24", FOR AN ARC DISTANCE OF 171.35 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 44°48'56" EAST FOR 195.80 FEET; THENCE NORTH 71°21'53" EAST FOR 50.13 FEET; THENCE SOUTH 18°37'15" EAST FOR 156.38 FEET; THENCE SOUTH 45°09'43" WEST FOR 316.34 FEET; THENCE NORTH 59°50'17" WEST FOR 87.36 FEET; THENCE NORTH 45°11'04" EAST FOR 39.96 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1.52 ACRES OR 66410 S.F., MORE OR LESS

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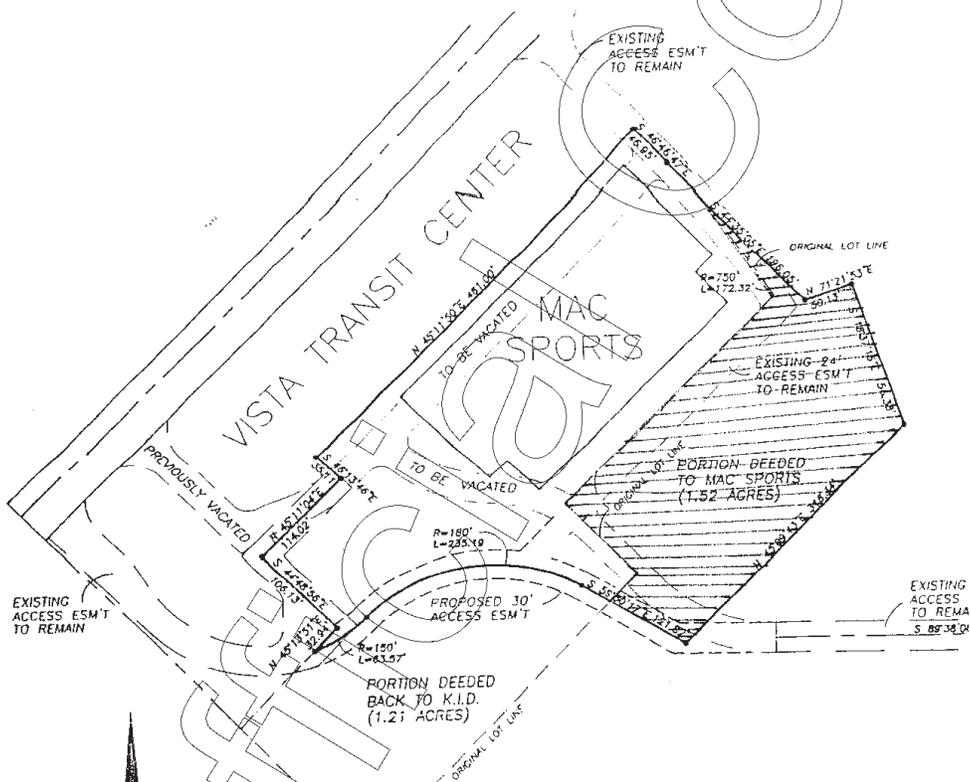
CHICAGO TITLE

EAS

27.00

Benton County

### EXHIBIT "A" LOCATION MAP



#### NOTES

1. O DENOTES SET 5/8" IRON PINS WITH PLASTIC CAPS MARKED PROPERTY CORNER UNLESS NOTED OTHERWISE.
2. BASIS OF BEARING: VOLUME 1 OF SURVEYS, PAGE 2754, RECORDS COUNTY, WASHINGTON.



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27.00 Benton County

**EXHIBIT "B"  
LEGAL DESCRIPTION**

**MACSPORTS TO KENNEWICK IRRIGATION DISTRICT  
VISTA FIELD**

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M., KENNEWICK, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 32; THENCE SOUTH 89°39'00" EAST, ALONG THE NORTH LINE OF SAID SECTION 32, FOR 2380.88 FEET; THENCE SOUTH 00°00'26" WEST, ALONG THE CENTERLINE OF EXITING GRANDRIDGE BOULEVARD AND SAID CENTERLINE PRODUCED NORTHERLY, FOR 1139.92 FEET TO THE POINT OF CURVATURE WITH A 1000.00 FOOT RADIUS CURVE CONCAVE TO THE EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 25°31'12", FOR AN ARC DISTANCE OF 445.41 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 25°30'44" EAST FOR 120.60 FEET TO THE POINT OF CURVATURE WITH A 1000.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 26°01'19", FOR AN ARC DISTANCE OF 454.17 FEET; THENCE, LEAVING SAID CURVE, NORTH 89°30'21" WEST FOR 371.81 FEET TO THE POINT OF CURVATURE WITH A 175.00 FOOT RADIUS CURVE CONCAVE TO THE NORTH; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 44°41'25", FOR AN ARC DISTANCE OF 136.50 FEET TO THE POINT OF TANGENCY; THENCE NORTH 44°48'56" WEST FOR 21.35 FEET; THENCE SOUTH 45°11'04" WEST FOR 39.96 FEET TO THE TRUE POINT OF BEGINNING;

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Benton County

**EXHIBIT "C"**  
**LEGAL DESCRIPTION**

**KENNEWICK IRRIGATION DISTRICT VISTA FIELD**  
**THE MACSPORTS ACCESS EASEMENT TO BE GRANTED**

An easement for ingress and egress over and across that portion of the Northwest quarter of Section 32, Township 9 North, Range 29 East, W.M., Kennewick, Benton County, Washington, described as follows:

An easement 24 feet in width with 12 feet of such width lying on each side of the following described centerline:

Commencing at the Northwest corner of said Section 32; Thence South 89°39'00" East, along the North line of said Section 32, for 2380.88 feet; Thence South 00°00'26" West, along the centerline of exiting Grandridge Boulevard and said centerline produced Northerly, for 1139.92 feet to the point of curvature with a 1000.00 foot radius curve concave to the East; Thence Southeasterly along the arc of said curve to the left, through a central angle of 25°31'12", for an arc distance of 445.41 feet to the point of tangency; Thence South 25°30'44" East for 120.80 feet to the point of curvature with a 1000.00 foot radius curve concave to the Southwest; Thence Southeasterly along the arc of said curve to the right, through a central angle of 23°54'33", for an arc distance of 417.30 feet; Thence, leaving said curve, South 88°23'49" West, radially, for 31.00 feet to the Westerly right of way margin of said Grandridge Boulevard and being the cusp of a 20.00 foot radius curve concave to the Southwest (the radius point bears South 88°23'59" West); Thence Southwesterly along the arc of said curve to the right, through a central angle of 92°05'50", for an arc distance of 32.15 feet to the point of tangency; Thence North 89°30'21" West for 320.17 feet; Thence South 00°29'39" West for 15.00 feet; Thence North 89°30'21" West for 101.05 feet; Thence North 59°50'17" West for 109.62 feet to the point of curvature with a 180.00 foot radius curve concave to the Southwest; Thence Northwesterly along the arc of said curve to the left, through a central angle of 20°51'33", for an arc distance of 65.53 feet to the true point of beginning; Thence North 45°11'04" East for 102.00 feet to the terminus of said centerline.

04-003m2

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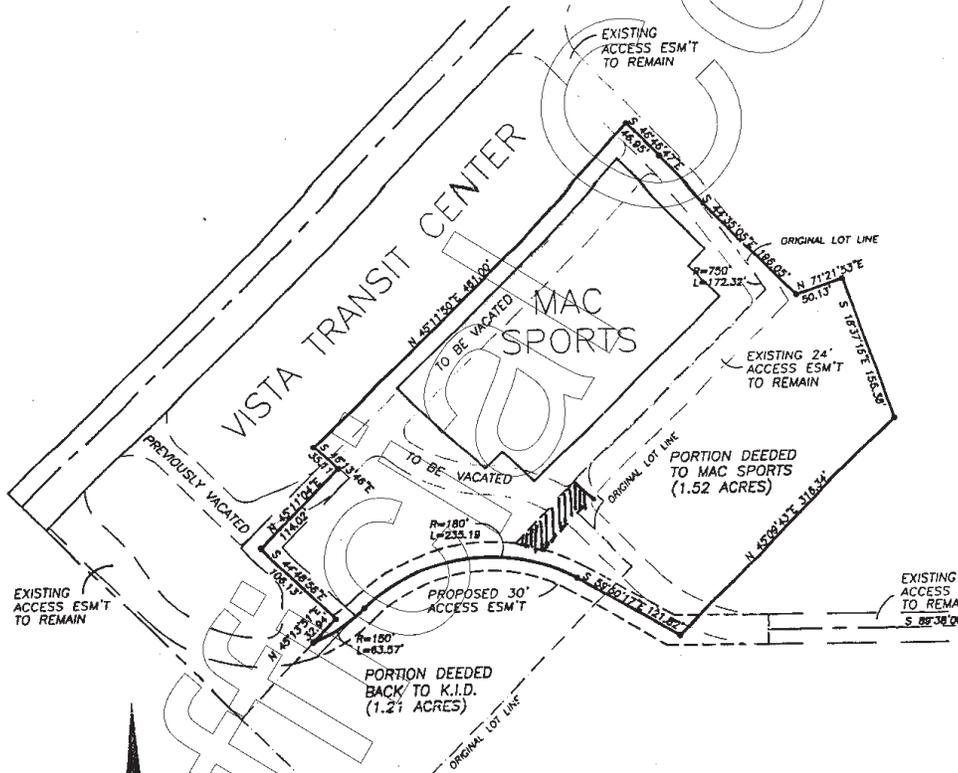
CHICAGO TITLE

EAS

27.00

Benton County

### EXHIBIT "C" EASEMENT LOCATION



#### NOTES

1. O DENOTES SET 5/8" IRON PINS WITH PLASTIC CAPS MARKED PROPERTY CORNER UNLESS NOTED OTHERWISE.
2. BASIS OF BEARING: VOLUME 1 OF SURVEYS, PAGE 2754, RECORDS COUNTY, WASHINGTON.

## Exhibit "V"

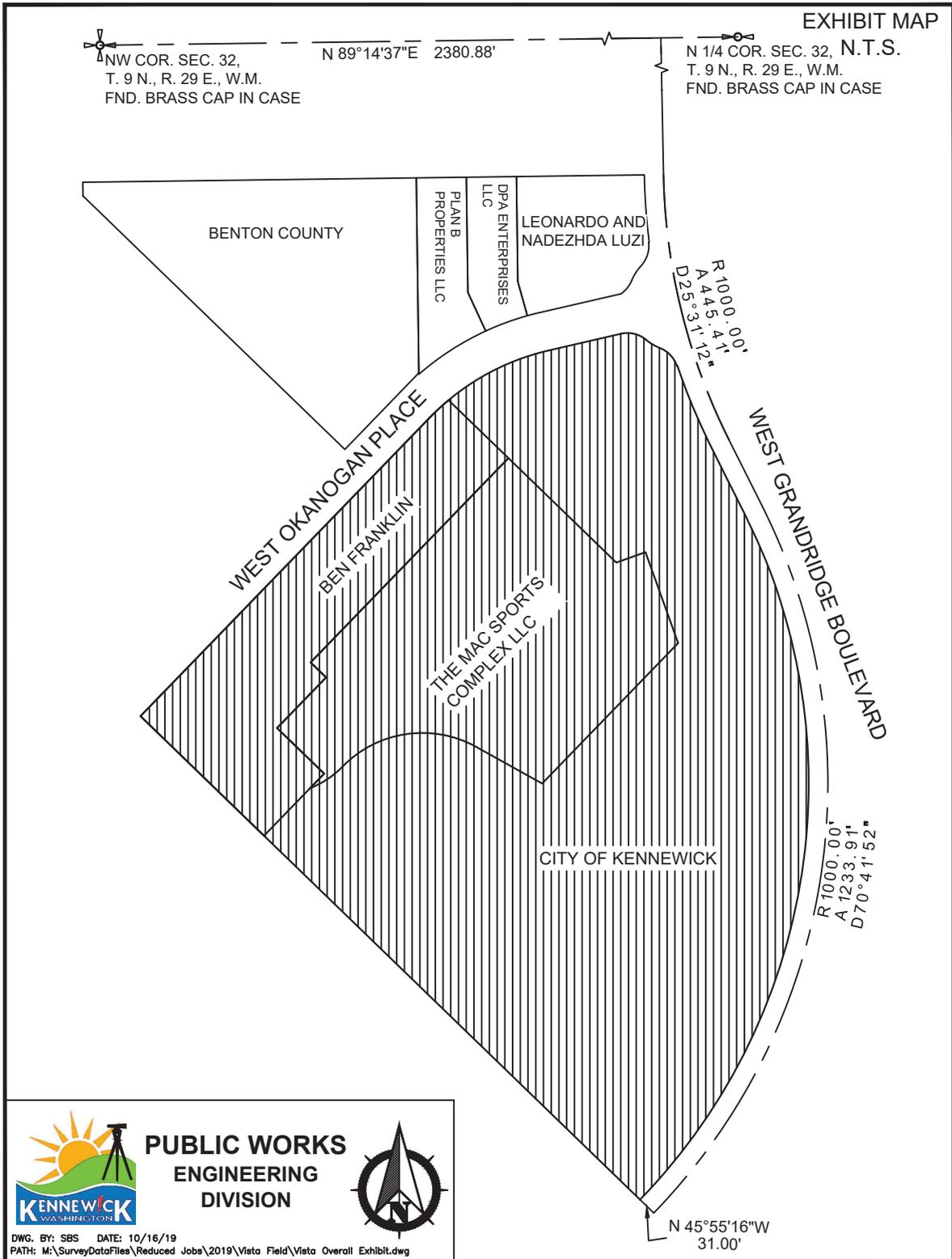
### Property Owners and Land Area Now Subject to Non-Exclusive Reciprocal Access Easements 2000 and 2004

A parcel to be included in a Non-Exclusive Reciprocal Access Easement agreement lying in a portion of the Southeast quarter of the Northwest quarter of Section 32, Township 9 North, Range 29 East, Willamette Meridian, Benton County, Washington being more particularly described as follows:

Beginning at the northwest corner of said Section 32, thence along the north line of the northwest quarter of said Section North  $89^{\circ}14'37''$  East for a distance of 2380.88 feet;  
Thence South  $01^{\circ}05'57''$  East for a distance of 1139.92 feet to the start of a 1000.00 foot radius tangent curve to left;  
Thence along said curve through a central angle of  $25^{\circ}31'12''$  for an arc length of 445.41 feet;  
Thence South  $26^{\circ}37'09''$  East for a distance of 120.80 feet to the start of a 1000.00 foot radius tangent curve to the right;  
Thence along said curve through a central angle of  $70^{\circ}41'52''$  for an arc length of 1233.91 feet;  
Thence North  $45^{\circ}55'16''$  West a distance of 31.00 feet to the westerly right of way of West Grandridge Boulevard and the True Point of Beginning;  
Thence North  $45^{\circ}55'16''$  West for a distance of 1124.91 feet to the southeasterly right of way of West Okanogan Place;  
Thence North  $44^{\circ}04'43''$  East for a distance of 672.90 feet to the start of a 389.00 foot radius tangent curve to the right;  
Thence along said curve to the right through a central angle of  $32^{\circ}54'31''$  for an arc length of 223.43 feet;  
Thence North  $76^{\circ}59'14''$  East for a distance of 119.90 feet to the start of a 47.00 foot radius non-tangent curve to the right;  
Thence along said curve through a central angle of  $53^{\circ}14'06''$  for an arc length of 43.67 feet (the chord bears South  $76^{\circ}46'43''$  East for a chord length of 42.12 feet) to the start of an 83.00 foot reverse curve to the left;  
Thence along said reverse curve through a central angle of  $18^{\circ}11'10''$  for an arc length of 26.34 feet to the start of a 47.00 foot reverse curve to the right;  
Thence along said reverse curve through a central angle of  $49^{\circ}46'58''$  for an arc length of 40.84 feet;  
Thence North  $72^{\circ}45'59''$  East for a distance of 1.06 feet to a point on the westerly right of way of West Grandridge Boulevard and a point on a 1031.00 foot radius curve to the left concave to the northeast whose radius point bears North  $71^{\circ}25'56''$  East;  
Thence along said curve through a central angle of  $8^{\circ}03'05''$  for an arc length of 144.88 feet;  
Thence South  $26^{\circ}37'09''$  East for a distance of 120.80 feet to the start of a 969.00 foot radius tangent curve to the right;  
Thence along said curve through a central angle of  $70^{\circ}41'52''$  for an arc length of 1195.66 feet to the True Point of Beginning;

Contains 20.3 acres more or less.

EXHIBIT "VI"



<b>Council Agenda Coversheet</b>	Agenda Item Number	5.a.	Council Date	11/05/2019	Consent Agenda	<input type="checkbox"/>
	Agenda Item Type	Ordinance			Ordinance/Reso	<input checked="" type="checkbox"/>
	Subject	Amending KMC 8.02 Animal Control			Public Mtg / Hrg	<input type="checkbox"/>
	Ordinance/Reso #	5836	Contract #		Other	<input type="checkbox"/>
	Project #		Permit #		Quasi-Judicial	<input type="checkbox"/>
	Department	City Attorney				

**Recommendation**

Adopt Ordinance 5836A which amends KMC 8.02.030 to add an exemption process for Pit Bull-type dogs who pass the American Kennel Club Canine Good Citizen Test.

**Motion for Consideration**

I move to adopt Ordinance 5836.

**Summary**

On January 1, 2020, amendments to RCW Chapter 16.08 will take effect that will require Cities who declare dogs potentially dangerous based on breed to adopt an exemption process for dogs who pass a canine behavior test such as the American Kennel Club (AKC) Canine Good Citizen (CGC) test. Currently, Pit Bull-type dogs or mixes are per se potentially dangerous in the City of Kennewick pursuant to KMC 8.02.010(18)(d).

Ordinance 5836A creates an exemption process for Pit Bull-type dogs who pass the AKC Canine Good Citizen Test. There are 12 AKC certified evaluators in the Tri-Cities area, and the test is offered for as little as \$15.00. If a dog passes the CGC test, the owner is exempt from obtaining a PDD permit for the dog and from complying with the PDD requirements in KMC 08.02.320 for a period of two years. The dog may retest every two years to maintain the exemption. Dogs who fail the CGC test may retest every 90 days to attempt to qualify for the exemption. City Staff believes that adoption of this version of Ordinance 5836 is a fair compromise in that it both addresses the public safety concerns that are indicated by studies regarding the severity of attacks by Pit Bull-type dogs while providing a relatively simple and inexpensive method of demonstrating that particular Pit Bull-type dogs are not PDD.

Ordinance 5836B repeals KMC 8.10.020(18)(d) in its entirety. If this version of the ordinance is adopted, dogs will only qualify as PDD if it can be proven they have inflicted injury on a human or a domestic animal or livestock on public or private property; chased or approached a person off of their property in a menacing way or apparent attitude of attack; or if it is proven that they have a known propensity, tendency, or disposition to attack, cause injury to, or otherwise threaten the safety of humans or domestic animals.

**Alternatives**

Adopt Ordinance 5836B which repeals KMC 8.02.010(18)(d), thereby removing Pit Bull-type dogs from being declared potentially dangerous based on breed.

**Fiscal Impact**

None.

Through	Jessica Foltz Oct 28, 16:28:09 GMT-0700 2019	Attachments: Dog Attacks and Maimings 1982-2018 Ordinance 5836A Ordinance 5836B
Dept Head Approval	Lisa Beaton Oct 29, 15:08:35 GMT-0700 2019	
City Mgr Approval	Marie Mosley Nov 01, 08:00:15 GMT-0700 2019	

Recording Required?

## Dog attack deaths and maimings, U.S. & Canada September 1982 to December 31, 2018

Compiled by the editors of *ANIMALS 24-7* from media accounts since 1982, this table lists dogs by breed type or ancestry, or as "unidentified," as designated by animal control officers or others with evident expertise. All accounts are cross-checked by date, location, and identity of the victim.

Attacks by police dogs, trained guard dogs, and dogs verifiably trained specifically to fight were for 32 years excluded, but proved to be so rare—far less than 1%—that they no longer are. Attacks by police dogs, trained guard dogs, and dogs verifiably trained specifically to fight, 1982-present, have been added back in, but remain less than 1% of the whole.

"Attacks doing bodily harm" includes all fatalities, maimings, and other injuries requiring extensive hospital treatment. "Maimings" includes permanent disfigurement or loss of a limb. Where there is an asterisk (#), indicating unusual aspects of a case, please see the footnotes. If there are more "attacks" than "victims," it means that there were multiple dogs involved in some attacks. If the numbers of "victims" does not equal the numbers of "deaths" and "maimings," it means that some of the victims -- in attacks in which some people were killed or maimed -- were not killed or maimed.

Because attacks involve varying numbers of dogs and victims, because victims' ages are not always disclosed, and because not all victims of an attack in which someone is killed or disfigured are themselves killed or disfigured, these numbers cannot be added up from left to right to get a balance.

Over the duration of the data collection, the severity of the logged attacks appears to be at approximately the 1-bite-in-10,000 level.

The "%/dogs" column states the percentage of each breed of dog among 11,589,742 classified ads listing dogs for sale at web sites in mid-June 2018. For the most popular breeds the numbers are averaged with those found in similar surveys done annually since 2010. For most breeds, normal fluctuation from year to year is in the range of 1% up or down. Similar data has been collected in many previous years, but until 2010 was not included in this table. If a percentage is not listed for a breed or mix, it either appears to be too low to calculate or too difficult to isolate from other variants of the breed or mix. In some cases, including German shepherds, pit bulls and Rottweilers, the percentage includes mixes.

There is a persistent allegation by pit bull advocates that pit bulls are over-represented among reported dog attack deaths and maimings because of misidentifications or because "pit bull" is, according to them, a generic term covering several similar types of dog. However, the frequency of pit bull attacks among these worst-in-10,000 cases is so disproportionate that even if half of the attacks in the pit bull category were misattributed, or even if the pit bull category was split four ways, attacks by pit bulls and their closest relatives would still outnumber attacks by any other breed.

There is also a persistent allegation by pit bull advocates that the use of media accounts as a data source is somehow suspect. Reality is that media coverage incorporates information from police reports, animal control reports, witness accounts, victim accounts in many instances, and hospital reports. Media coverage is, in short, multi-sourced, unlike reports from any single source.

Note: to ensure that the columns are aligned properly, please print this table from e-mail using a non-proportional font, such as Courier or Roman Fixed Width.

Breed	Attacks doing bodily harm [dogs X victims]	Child victims	Adult victims	Deaths	Maimings	%/dogs	Notes	
		[-----Individuals-----]						
Akita	86	53	30	9	65	0.9%	#	
Akita mix (inspecific)	2	2	0	0	2			
Akita/Chow mix	3	3	0	0	3			
Akita/Lab mix	1	1	0	0	1			
Akita/terrier mix	2	1	0	0	1			
Airedale/boxer	1	1	0	1	0		#	
Airedale	2	1	1	2	0	0.2%	#	
Anatolian shepherd	3	1	2	0	3	1.3%		
Australian shepherd	14	8	4	0	8			
Australian shepherd mix	1	0	1	1	0		#	
Basset	2	0	2	0	2		#	
Basset/GSD mix	1	1	0	1	0			
Basset/beagle mix	1	1	0	0	1			
Basset/Lab mix	1	1	0	1	0			
Beagle	4	3	1	1	3	1.8%	#	
Beagle/Lab mix	1	0	1	0	1		#	
Belgian shepherd (Malinois)	29	14	10	1	20	0.6%		
Bernese mountain dog	1	0	1	0	1	1.2%		
Black mouth cur	5	3	2	0	5	0.7%	#	
Boerboel	1	0	1	1	0			
Border collie	6	4	3	2	6	0.9%	#	
Border collie terrier	1	0	1	0	1			
Boston terrier	2	0	1	1	0	2.8%	#	
Boxer	110	34	44	10	64	1.3%	#	
Boxer/Australian shepherd	1	1	0	0	1			
Boxer/Boston terrier mix	1	1	0	0	1			
Boxer/bull mastiff mix	2	1	1	0	2			
Boxer/German shepherd mix	2	2	1	1	2			
Boxer/Lab mix	3	1	2	0	3			
Boxer mix	16	4	9	2	11		#	
Boxer/Sharpei	1	1	0	0	1			
Briard	4	1	2	1	2	0.1%		
Brittany spaniel	4	1	0	0	1			
Bulldog (English)	26	14	7	2	17	3.1%		
Bull mastiff (Presa Canario)	152	59	65	20	97	0.4%		
Bull mastiff/German shepherd	2	1	0	1	0			
Buff mastiff/Rottweiler	2	1	1	0	2			
Bull mastiff/Boxer	1	1	0	1	0			
Bull terrier (not pit type)	3	1	1	0	1			
Cane Corso/Italian mastiff	50	8	26	2	30	0.8%		
Cane Corso/pit bull mix	1	1	0	1	1		#	
Catahoula	10	4	2	1	5	0.1%	#	
Caucasian shepherd	1	0	1	0	1			
Cavalier King Charles spaniel	3	0	2	0	2		#	
Chesapeake Bay retriever	3	3	0	0	2			
Chihuahua	7	3	0	0	3	2.1%	#	
Chow	67	37	23	8	45	1.0%		
Chow/Border collie	1	1	0	0	1			
Chow/German shepherd	2	1	1	0	2			
Chow/husky mix	2	2	0	1	1			
Chow/Labrador mix	6	6	0	0	5		#	
Chow/Sharpei mix	1	1	0	0	1			
Chow mix (other)	7	7	1	1	7			
Cocker spaniel	2	2	0	0	2	2.8%		
Collie	5	5	0	1	4	1.5%		
Collie/German shepherd	1	0	1	0	1			
Collie/retriever mix	1	1	0	0	1			
Coonhound	3	1	2	1	1	1.0%	#	
Coton de Tulear	1	0	1	0	1		#	

Dachshund	7	4	3	1	7	2.2%	#
Dalmatian	3	3	0	0	3	.2%	
Dalmatian/Akita mix	1	1	0	0	1		
Doberman	37	22	15	10	25	2.2%	#
Doberman/Great Dane mix	1	1	0	0	1		
Doberman/Lab mix	1	0	1	0	1		
Dogo Argentino	9	5	4	2	6	.2%	#
Doge de Bordeaux	3	1	1	0	2	0.1%	
East Highland terrier	1	0	1	1	0		#
Fila Brasileiro	5	1	1	1	1	0.1%	#
Fila Brasileiro/Sharpei	1	0	1	1	1		
German shepherd	191	90	83	21	135	2.1%	#
German shepherd mix	52	30	17	8	34		#
German shepherd/Malinois mix	4	4	0	0	1		
German shepherd/husky mix	6	5	1	2	3		#
German shepherd/Lab mix	14	6	3	2	7		#
German shepherd/mastiff mix	1	1	0	0	1		#
German shepherd/Sharpei	1	1	0	0	1		
Golden retriever	15	11	3	3	10	3.0%	#
Golden retriever mix	2	1	1	1	1		#
Golden retriever/Lab mix	3	1	2	0	3		
Great Dane	53	22	18	3	36	1.5%	
Great Dane/Mastiff mix	1	0	1	1	0		
Great Pyrenees	5	1	3	1	3	0.2%	#
Great Pyranees/Lab mix	4	0	1	1	0		
Greyhound	1	1	0	0	1	1.4%	#
Hound mix	8	4	4	1	7	1.4%	#
Husky	126	59	19	28	43	3.6%	
Husky/cattle dog mix	2	0	1	1	0		
Husky/Malamute mix	2	2	0	0	2		
Husky/Labrador mix	2	1	1	0	2		
Husky mix	3	0	2	1	1		
Jack Russell terrier	5	3	1	2	2	0.5%	#
Jack Russell/English bulldog	1	1	0	0	1		
Karelian bear dog	1	0	1	0	1		
Keeshond	1	0	1	1	0	0.4%	#
Labradoodle	1	0	1	0	1		
Labrador	78	48	28	7	61	4.1%	#
Labrador mix	34	20	12	3	27	0.6%	#
Lab/blue heeler mix	2	1	1	0	1		
Labrador/boxer mix	1	0	1	0	0		
Lab/Doberman	1	1	0	0	1		
Lab/Great Pyranees	1	0	1	0	1		
Lab/St. Bernard	1	1	0	0	1		
Malamute	18	13	3	7	6	.3%	
Maremma	1	0	1	0	1	.01%	
Mastiff	45	27	17	6	28	2.5%	
Mastiff/Rhodesian ridgeback	1	1	0	1	0		
Mini-pinscher	1	1	0	0	1		#
Newfoundland mix	2	0	1	0	1	0.6%	
Norwegian elkhound	1	0	1	0	1	0.02%	#
Old English sheep dog	2	1	1	2	0	1.9%	#
Old English sheep dog mix	2	1	1	0	2		
Pit bull	5994	2274	2678	421	4122	5.6%	#
Pit bull/Akita mix	4	0	4	0	4		
Pit bull/Australian shepherd	2	1	0	0	1		
Pit bull/beagle	2	2	2	0	2		
Pit bull boxer mix	59	24	31	3	46		
Pit bull/boxer/dachshund mix	1	0	1	0	1		
Pit bull/chow mix	12	3	5	2	5		
Pit bull/Catahoula/mix	2	1	1	2	0		
Pit bull/Doberman mix	1	0	1	0	1		
Pit bull/Doge du Bordeaux mix	2	2	0	0	2		
Pit bull/Doberman/GSD/Lab	2	2	0	0	2		

Pit bull/Great Dane	1	1	0	0	1		
Pit bull/Great Dane/Dalmatian	1	0	2	0	2		
Pit bull/GSD mix	29	12	13	2	24		
Pit bull/husky mix	1	0	1	1	0		
Pit bull/Lab mix	62	37	24	7	49		#
Pit bull/Lab/Malamute mix	1	1	0	1	0		
Pit bull/Malinois mix	7	0	1	1	0		
Pit bull/pointer mix	1	0	1	0	1		
Pit/redbone hound	1	0	1	0	1		
Pit/Rhodesian ridgeback mix	2	2	0	0	2		
Pit bull/Rott. mix	62	13	14	3	22		
Pit bull/St. Bernard mix	1	1	0	0	1		
Pit bull/Sharpei mix	5	4	1	1	4		
Pit bull/Sheltie mix	7	4	0	0	4		
Pit bull/Vizla mix	1	1	0	0	1		
Pit bull/Weimaraner mix	1	0	1	0	1		
Pit bull/wolf hybrid	1	1	1	0	2		
Pit mix unknown	26	3	4	1	7		
Plott hound	10	0	1	0	1	0.0%	
Pointer mix	1	0	1	0	0		#
Pomeranian mix	1	1	0	1	0	1.4%	#
Poodle	4	2	1	0	1	2.0%	#
Poodle/terrier	1	1	0	0	1		
Portuguese water dog	1	1	0	0	1	2.3%	
Pug	1	1	0	0	1	1.7%	
Queensland heeler (Cattle dog)	41	7	10	3	14	3.6%	#
Rat terrier	2	0	1	0	1		
Rhodesian ridgeback	5	2	4	1	5	0.3%	#
Rottweiler	615	330	179	103	361	1.7%	#
Rottweiler/chow mix	2	2	0	0	2		
Rottweiler/GSD mix	18	9	8	3	14		
Rottweiler/husky mix	2	0	4	0	3		#
Rottweiler/Labrador	8	7	1	0	8		
Rottweiler/mastiff	3	1	2	2	1		
Rottweiler/pug mix	2	1	0	1	0		
Russian terrier	1	0	1	0	1	0.4%	
Russian wolfhound/Borzoi	1	1	0	0	1	0.5%	
Saint Bernard	16	9	5	1	11	.5%	
Schnauzer (inc. giant)	2	1	1	2	0	2.8%	#
Schipperke/Corgi	1	0	1	0	1		
Setter	3	2	1	0	3	1.7%	
Sharpei	6	6	0	0	6	0.7%	
Sharpei/Rottweiler	2	1	0	0	1		
Sharpei/unknown mix	2	2	0	0	2		
Sharpei/Labrador	1	1	0	0	1		
Shiba Inu	3	1	1	1	1	0.4%	
Shih Tzu	5	2	3	0	5	2.2%	#
Silver Lab (Lab/Weimaraner)	1	1	0	0	1		
Springer spaniel	5	5	1	0	6		
Spitz	1	1	0	0	1	0.4%	
Terrier mix (not pit bull)	4	2	3	1	3		#
Tosa	1	1	0	0	1	0.1%	
Unidentified	352	128	141	21	214	0.1%	#
Weimaraner	2	2	0	1	1	0.5%	
West Highland terrier	2	0	2	1	1	0.4%	#
Wheaten terrier	3	1	1	0	2	0.3%	
Wolf hybrid	98	79	5	20	57	0.01%	#
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<b>Crude totals:</b>	9028	3797	3669	797	6011	84.3%	

(The above numbers differ from the totals below because the totals below have been adjusted to avoid duplication in reporting attacks involving multiple dogs of differing breeds. The last number, 84.3%, signifies

that the dogs of breeds and mixes representing 15.7% of all dogs have not been involved in fatal or disfiguring attacks since September 1982.)

**Totals of dogs attacking humans in fatal & disfiguring cases:**

8985	3733	3665	780	5908	84.3%
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**Totals of humans attacked by dogs in fatal & disfiguring cases:**

7368	3628	3654	759	5668	84.3%
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(The sum of fatalities is less than the total from adding up the column because of deaths involving multiple dogs of differing breed.)

**Pit bulls & close pit mixes:**

6290	2404	2787	444	4308	5.3%
70%	65%	76%	58%	76%	

**Molosser breeds**, including pit bulls, Rottweilers, Presa Canarios, Cane Corsos, mastiffs, Dogo Argentinos, Fila Brasieros, sharpeis, boxers, boerboels, and their mixes:

7248	2921	3144	590	4947	10.9%
80%	80%	85%	77%	88%	

**Wolf-like breeds**, broadly defined to include Akitas, German shepherds, huskies, Karelian bear dogs, Malamutes, Malinois, wolf hybrids, Shiba Inus, and their mixes:

642	366	171	99	375	8.8%
7%	10%	5%	13%	7%	

**Chows & their close mixes**, a chow being apparently an ancient cross of wolf-like Arctic dogs with molossers:

93	55	28	12	63	1.0%
1%	2%	1%	2%	1%	

## Pit bull & pit mix trends, 1982-present

The 1992 data line represents the first 10 years of data collection:

YEAR	ATTACKS		CHILDREN		ADULTS		KILLED		MAIMED	
	Total	Year	Total	Year	Total	Year	Total	Year	Total	Year
1992	105		45		60		18		38	
2002	732	86	347	45	248	22	62	6	395	54
2003	860	128	397	50	304	56	75	13	466	71
2004	939	79	435	38	330	26	83	8	504	38
2005	1083	144	496	61	370	40	97	14	585	81
2006	1197	114	525	29	417	47	111	14	648	63
2007	1276	79	556	31	440	23	125	14	685	37
2008	1402	126	597	41	476	37	139	14	739	54
2009	1564	162	670	73	527	51	163	24	832	93
2010	1809	245	780	110	607	80	192	29	974	142
2011	2104	295	882	102	719	111	215	23	1172	198
2012	2395	291	972	90	850	132	246	32	1353	181
2013	2967	572	1188	214	1090	240	276	30	1760	407
2014	3570	603	1452	264	1369	279	308	32	2211	451
2015	4218	648	1661	209	1723	354	342	34	2670	459
2016	4947	728	1892	231	2073	350	373	29	3244	574
2017	5666	719	2191	298	2429	357	413	40	3815	570
2018	6290	623	2404	214	2787	358	444	31	4308	493

**Notes on unusual cases:**

**AIREDALE/BOXER:** The only listed attack was by 10 dogs at once.

**AIREDALE:** **Anne Beth Grotzky**, 87, died from complications of surgery for a broken hip suffered on July 27, 2010 when an Airedale kept by **Dale Eggers**, 65, knocked her down. Eggers was fined \$500 for allowing the dog to run at large.

**AKITA:** Two fatalities occurring in 1991 and 1993 were initially excluded because they were reportedly inflicted by guard dogs. This has been disputed. Whether these attacks are included or excluded makes little difference to the overall statistical patterns shown on this chart.

**AUSTRALIAN SHEPHERD MIX:** Involved with golden retriever mix in July 26, 2008 fatal attack on **Lorraine May**, 74, of Titusville, Florida.

**BASSET HOUND:** **Ernest & Kim Lawrence**, of Moira, New York, were both injured in 2010 in separate attacks by the same basset hound, who was adopted from the North Country Animal Shelter. Related litigation was underway at last report.

**BEAGLE:** The fatality was a strangulation caused by tugging on a leash which was around a child's neck.

**BEAGLE/LAB & PIT/MASTIFF** both attacked **Jim Kerchmar** of Fayetteville, NC on 4-9-2017.

**BELGIAN SHEPHERD (MALINOIS):** A Malinois & a German shepherd killed **David Fear**, 64, & critically injured **Betty Long**, 85, in Grover Beach, CA on 12-13-16.

**BLACK MOUTH CUR:** **Jackie Brooks**, 74, was mauled in Lamar County, Texas, in September 2018 by a mixed pack including Rhodesian ridgeback, black mouth cur and leopard hound, aka Catahoula dogs, according to the county sheriff's office.

**BORDER COLLIE:** Involved in 4-dog attack. The other dogs were two pit bulls and a mastiff.

**BOSTON TERRIER:** **Elizabeth Louise Hirt**, 93, of Bethel Township, Ohio, was found badly mauled by her two Boston terriers on November 27, 2012. Remaining in intensive care for the next two weeks, she died on December 11, 2012.

**BOXER:** Fatal attack on 3-week-old infant also involved a Rottweiler.

**BULLDOG (ENGLISH):** **Lola Endres**, 61, of Brownsburg, Indiana, apparently suffered a fatal heart attack on May 8, 2016 while suffering multiple "very serious" bites to her legs from her rescued English bull dogs, according to police.

**BULL MASTIFF/PRESA CANARIO:** A 13-day-old child was killed in Houston on September 3, 2011 by a dog described by sheriff's department and animal control first responders as a pit bull, but later reported by some media as a Lab mix. Harris County Veterinary Services eventually identified the dog as a Presa Canario. William Kohler of Cincinnati described the dog who attacked him on May 4, 2018 as a Rottweiler; video showed it was a Presa Canario.

**CANE CORSO/PIT BULL:** The dog who killed **Jayelin Graham**, 4, in Brooklyn on 5/27/11 was reported by some sources as a Cane Corso and by others as a pit bull. A pit bull was also found at the scene. A *New York Daily News* photo of the killer dog showed both Cane Corso and pit bull characteristics.

**CAVALIER KING CHARLES SPANIEL:** **Gary Abbuhl**, 65, suffered fractured femur & other injuries on March 5, 2009 in Boulder, Colorado after dog belonging to **Kelly Engholt**, 31, ran into his bicycle.

**COTON DE TULEAR:** Reports differed as to whether the 2014 Coton de Tulear attack on a mail carrier was serious enough to include.

**CHIHUAHUA:** Dog on retractable leash leaped up and bit the lip of a six-year-old who was riding past on a bicycle. The bicycle's momentum and restraint on the dog apparently increased the severity of the injury (8-12-08, Springfield Township, Indiana.)

**CHOW/LAB MIX:** **Elizabeth Flood**, 71, was found dead in Antioch, IL in June 2016 with extensive bites from a Lab/chow mix and a German shepherd, but coroner said she was already dead before she was mauled.

**COONHOUND:** Victim **Kenneth D. Bock** died in 2010 from *Capnocytophaga canimorsus sepsis* infection.

**DACHSHUND:** **Julia Beck**, 87, of Fort Wayne, died 5/15/05, two weeks after attack by dachshund & Lab at home she shared with **Michael T. Kitchen**, 48, and **Linda A. Kitchen**, 57. **Linda Floyd**, 56, a diabetic, lost toe to dachshund who gnawed it off in her sleep 6/30/08. One of four Dachshunds in the home climbed on furniture to maul 4-week-old baby in Kuna, Idaho, 10-2017. **Tracy Janine Garcia**, 52, of Ardmore, Oklahoma, was killed on May 10, 2018 by a pit bull and a pack of pit mixes, but was misidentified by tabloid headlines as the purported victim of an attack by dachshunds.

**DOBERMAN:** At least two Dobermans were among 16 dogs who are believed to have killed **Sherry Schweder**, 65, and her husband **Luther Schweder**, on August 15, 2009 in Lexington, Georgia. At least

one Doberman was reportedly among the seven dogs who killed **Deborah Onsurez**, 56, in Modesto, California on December 28, 2017.

**DOGO ARGENTINO** & pit bull both attacked child in St. Lin-Laurentides, Quebec on 4-13-2017.

**EAST HIGHLAND TERRIER**: Victim, age 75, died of heart attack.

**FILA BRASIERO**: Bitten repeatedly on August 3, 2007 by four Fila Brasieros, also described in some accounts as "three bull mastiffs and one English bulldog." **Jacob Adams**, 40, died from a pre-existing condition called intravascular sickling, associated with illnesses including sickle cell anemia, hepatitis, and diabetes. Intravascular sickling can flare up and become fatal under conditions of extreme exertion.

**GERMAN SHEPHERD**: Four disfiguring attacks on four different victims were inflicted by the same German shepherd between May 2000 and October 2009. The dog's keeper, **Gary McKeown**, 55 of Plymouth, Pennsylvania, was sentenced to two years on probation plus 100 hours of community service, and was fined \$2,244 in connection with the fourth attack. The dog was euthanized. Two German shepherds and a pit bull were the three dogs identified by breed in a June 2015 seven-dog attack on a man named Michael Martin in Brownsburg, Indiana. **Max Gracia II** died of septic shock on August 10, 2015 while in police custody in Orlando, Florida, four days after he was bitten during an altercation with a K9 dog after committing an armed robbery. **Daisy Bradshaw**, 68, was found dead and partially consumed by her two German shepherds at her Staten Island home on October 26, 2016. Unclear was whether the dogs killed her. Bradshaw was seen alive less than 24 hours earlier. A Malinois & a German shepherd killed **David Fear**, 64, & critically injured **Betty Long**, 85, in Grover Beach, CA on 12-13-16. At least one German shepherd was reportedly among the seven dogs who killed **Deborah Onsurez**, 56, in Modesto, California on December 28, 2017. **Sharon Larson**, 58, of Milwaukee, died on June 3, 2018 from a Capnocytophaga canimorsus bacteria infection after being nipped by her new GSD puppy.

**GERMAN SHEPHERD/LAB MIX**: Attica, New York Police Chief **John Palillo** identified the alleged service dog who mauled 2-year-old **Emilee Amrhein** on April 4, 2004 as a "lab shepherd mix." WHEC video of the dog showed a dog of golden Lab coloration and a pit bull-like head.

**GERMAN SHEPHERD/MASTIFF MIX**: This dog was also identified by eyewitnesses as a pit bull.

**GERMAN SHEPHERD MIX**: One fatality victim, age 83, was apparently killed by an overly rowdy greeting. The victim was knocked down and suffered multiple broken bones, but was not bitten. The dog had bitten a person on a previous occasion. In that case, the skin was not broken. Another 83-year-old victim was killed by either a German shepherd/Labrador mix or a pit bull. Not clear whether both dogs attacked her, or just one of them. An 18-day-old child was killed in an attack also involving a pit bull/golden Lab mix. Mail carrier **Robert Rochester**, 55, of New Castle, Delaware, died on October 17, 2012 from a heart attack five days after receiving hospital treatment for multiple bites inflicted by a German shepherd who was shot at the scene by police. The death was eventually found to have resulted from the dog attack. The two dogs who killed **Daisie Bradshaw**, 65, of Staten Island on October 25, 2016 were identified as "German shepherd mix-breed dogs" in reportage about Bradshaw's daughter and owner of the dogs **Dawn Schoentube**'s subsequent effort to save them from euthanasia, but photos of the dogs released after the final hearing made clear that the dogs were in truth predominantly pit bulls. **Korbin Michael Williams**, of Gaffney, S.C., was killed on December 2, 2017 by two pit bulls and a German shepherd.

**GERMAN SHEPHERD/HUSKY MIX**: Neighbors identified the "German shepherd and husky mix" who killed **Kyle Holland**, 5, in Lincoln Park, Michigan, on July 12, 2010 (with a Lab mix) as a wolf hybrid.

**GOLDEN RETRIEVER**: One dog responsible for an attack was rabid. Another accidentally strangled **Kaitlyn Hassard**, 6, of Manorville, Long Island, on 1/24/06, by tugging at her scarf.

**GOLDEN RETRIEVER MIX**: Involved with Australian shepherd mix in July 26, 2008 fatal attack on **Lorraine May**, 74, of Titusville, Florida.

**GREAT PYRANEES/LAB**: The multi-dog fatality reported also involved two husky/cattle dog mixes. The victim was process server **Erin McClesky**, killed on June 15, 2016 in Travis County, Texas.

**GREYHOUND/GSD CROSS**: An April 18, 2017 attack in Monona, Wisc. was attributed by Shelter From the Storm to a "greyhound/GSD cross," but photos clearly showed a pit bull.

**HOUD MIX**: The "hound/terrier mix" who attacked **Ryan Baxter**, 6, on February 14, 2014 in Marsing, Idaho, might in truth have been a pit bull. **John Bruno**, 5, of Warrington, PA, was strangled on 3-15-2017 when his dog tugged at his scarf.

**JACK RUSSELL TERRIER**: **Patricia Schneider**, 50, of Discovery Bay, Calif., whose spleen had been removed, died in 2/98 of infection, 3 days after receiving bite on lip at home of Diane Gardner and Elaine Goodney. A Jack Russell chewed off gangrenous toe of **Jerry Douthett**, of Grand Rapids, Michigan, in August 2010.

**KEESHOND**: A 91-year-old woman whose arm was badly mauled by her "Keeshond mix" on November 14, 2014 at her home in Stratford, Connecticut died four days later from kidney failure believed to have resulted from an infection transmitted by bites. The dog was subsequently found to have a brain tumor.

**LABRADOR**: Adult victim was attacked in her home by as many as 23 dogs owned by daughter. The Lab who severely mauled **Jasmine Charboneau**, 2, on 7/29/04 in Devils Lake, ND, proved to be rabid.

**Gaia Nova**, 3 months, of Sherman Oaks, California, was fatally mauled in an incident involving a Rottweiler, a Lab, and a small terrier.

**LABRADOR MIX:** Reports varied as to whether one case was severe enough to include. At least one Lab mix was reportedly among the seven dogs who killed **Deborah Onsurez**, 56, in Modesto, California on December 28, 2017.

**MASTIFF:** One mastiff attack also involved an attacking pit bull.

**MINI-PINSCHER:** One miniature pinscher apparently joined two pit bulls in attacking a child. The dog has also been identified in some accounts as a Doberman. Either way, this isolated event is not of statistical significance relative to the larger patterns of dog attacks.

**OLD ENGLISH SHEEP DOG:** **Gertrude Monroe**, 87, mother of **Kathryn Schwarb** of Birmingham, Michigan, on December 19, 1984 tripped over **King Boots**, 8, an award-winning show dog belonging to **Schwarb**, and was severely bitten. Whether **Monroe** died of the bites, the fall, or a heart attack or stroke preceding the fall was not clearly established. **King Boots** was defanged and castrated, by judicial order, as this was the second biting incident involving him.

#### **PIT BULL:**

Two cases have involved dogs who assisted in killings carried out by a human, and may have inflicted the fatal injuries. Another case was a 6-year-old girl who was caught and strangled by a pit bull's chain. An 83-year-old victim was killed by either a German shepherd/Labrador mix or a pit bull, but it was not clear whether both dogs attacked her, or just one of them. One case involved a woman who was apparently killed by two pit bulls and one Rottweiler.

**Not listed but suspect** was the December 1998 death of **Z'aira Marshall**, age 4, in Glen Burnie, Maryland. Her father, **Richard Prince Marshall**, 25, left her remains inside two plastic garbage bags in a wooded area near the Baltimore/Washington Airport, telling a friend that he was disposing of a dead pit bull. She was not reported missing until August 1999. **Richard Prince Marshall** led police to the remains, saying she had died of convulsions of unknown origin. Decomposition was so advanced that the cause of death could not be determined.

**Also not listed but suspect** was the July 2006 death of **Serenity Brown**, 2, in Brooklyn, New York, who was not reported missing until 2011. The *New York Daily News* on February 10 2014 reported that police believe her father **Edward "Chuck" Brown** fatally punched her, immersed her in a bathtub, fed her remains to a pit bull, then killed the pit bull. **Brown** has not been charged, the *Daily News* indicated, due to lack of forensic evidence.

A month-old baby girl was smothered in May 2005 in Lockland, Ohio, when a pit bull lay down on top of her.

**Rashawn Thompson**, 18, was mauled on 4/25/07 by 13 dogs, including one pit bull and 12 of unidentifiable mix.

**Amber Strode**, 22, of Springfield, Illinois, was found dismembered by pit bulls in her home on January 28, 2008. Coroner **Susan Boone** ruled that **Strode** had died of a cocaine overdose before the pit bulls attacked her. **Boone** later resigned for allegedly falsifying evidence in that and several other cases.

**Leanne Bechtel** was convicted on October 26, 2012 of killing **Autumn Franks**, 3, on April 3, 2008, in Lakewood, Washington. **Bechtel** contended that **Franks** suffered multiple skull fractures when knocked off a couch by a pit bull. However, **Franks** had suffered earlier injuries, including a prior skull fracture, indicative of human-inflicted abuse. The **Franks** case is accordingly not included in the dog attack data.

As many as 27 pit bull puppies in August 2008 used terminal cancer patient **Michael Warner**, 55, "as a food source," according to Pierce County sheriff's spokesman **Ed Troyer**. **Warner** died from his injuries.

**Louanne Okapal**, 55, of Sauk County, Wisconsin, suffered severe facial injuries on February 14, 2009 when a pit bull attacked a horse she was saddling and the horse kicked her in the face.

A woman who was not named by police was killed on June 4, 2009 in Hayward, California, when a leashed pit bull ran after his owner, who had bicycled across railway tracks in front of an oncoming train, and dragged the woman in front of the train. The pit bull was also killed.

This chart formerly included a stat line separate from pit bulls for "American bulldogs." That line recorded an attack on September 13, 2007 in Livingston County, Michigan, by five dogs described by Livingston County animal control director **Anne Burns** as resembling an "English bulldog on stilts." Photos subsequently established that these dogs were in fact pit bulls. They killed two adults.

**Robert J. Klatch**, 83, of Port St. Lucie, Florida, was injured by a pit bull who attacked his shih tsu on February 11, 2009. **Klatch** died of his injuries and other deteriorating health conditions apparently aggravated by the dog attack on April 21, 2009.

Animal control officer **Teresa Foss**, 48, of Plainfield, Connecticut, died on October 8, 2009, from head injuries suffered when a pit bull she had been called to apprehend apparently knocked her down.

**Timothy Niemeyer**, 56, of Indianapolis, suffered a fatal heart attack on October 10, 2009 when attacked by a pit bull; he died on October 14.

**Ethel Baker Horton**, 65, of Lee County, Wisconsin, died of a heart attack on March 4, 2010 while intervening in an attack on her husband, **Jerry Horton**, 71.

Portland, Oregon police officer **Stephen Gandy**, 33, suffered a life-threatening blood infection from a bite by a pit bull on April 12, 2010.

**Miracle Parham**, 14, of Henry County, Georgia, was killed by a car on October 5, 2010 while trying to escape from a pit bull who rushed her at her school bus stop.

**Christina Casey**, 53, was killed on November 2, 2010 in her yard in Moreno Valley, California, by two dogs who were initially identified as pit bulls, but were later mentioned in various reports as mixes of pit bull & Akita and/or pit bull & Weimaraner and/or pit bull, Weimaraner, and Labrador retriever. The one consistent aspect of the description was that the dogs were at least part pit bull & of pit bull configuration.

**Richard Martratt**, 64, died from a heart attack on November 25, 2010, after stabbing one of two pit bulls who had knocked down **Joan Hardin**, 78. **Alan Hardin**, 50, was bitten in the same incident.

**A fatality not included in the numbers** was **Anna Smith Brown**, 68, of Wilmington, North Carolina, who was killed in a car crash on December 5, 2010 while trying to rush her 20-month-old granddaughter to a hospital after the granddaughter suffered a facially disfiguring bite from a pit bull.

**Cary Grant**, 56, died of a heart attack in Sullivan, Ohio, on April 17, 2011, soon after a pit bull attack which appeared to be the triggering event.

**Addyson Paige Camerino**, nine days old, was killed on August 30, 2011 in Bladen County, North Carolina, by at least three dogs from among a group including "a pit bull, bulldog, Alaskan malamute, German shepherd and German shepherd-bulldog mix," according to investigators. Neighbors reported that the household also included a Rottweiler.

**Emako Mendoza**, 76, of San Diego, died on December 24, 2011. She had been hospitalized since losing her left arm and leg in a June 18, 2011 attack by two pit bulls.

**Mable Harrison McCallister**, 84, of Cleveland, Tennessee, was mauled on the face and neck on December 18, 2011. She died on January 1, 2012.

**Diane Jansen**, 59, suffered a fatal stroke when attacked by a pit bull on March 4, 2012 in Escondido, California.

**Tim Thomas**, 49, of Douglas County, Georgia, on July 13, 2012 suffered a fatal heart attack while trying to stop his two pit bulls from killing a Lhasa Apso.

**America Viridiana**, 4, was killed on August 23, 2012 in Tijuana, Mexico, by an adult pit bull brought from San Diego only days earlier by her grandfather, **Godofredo Cruz Martinez**, 55. Although the attack occurred a few miles outside the U.S., it is listed because almost the entire life and acculturation of the dog were in the U.S.

**James Harding**, 62, of East Baltimore, Maryland, was killed on February 22, 2013 when he ran in front of a car while trying to escape an attack by two pit bulls.

**Carlos Eligio Trevino**, 54, of Idaho Falls, Idaho, died of "apparent natural causes" on January 7, 2014 after breaking up a fight involving seven pit bulls and pit mixes.

**Not listed** is **Pedro Tepale**, 51, whose remains were being eaten by a pit bull and a Rottweiler when discovered on February 14, 2014 by **Torsten Werner**, animal control officer for Mendocino County, California. The man was believed to have already been dead when the dogs found him.

An unidentified 24-year-old man suffered a severe but not life-threatening head injury in Springfield, Illinois on March 6, 2014 when hit by a car while trying to escape a pit bull attack.

**Davon Jiggetts**, 17, of Fulton County, Georgia, was killed by a car on April 11, 2014 while trying to evade an attacking pit bull.

**Derrick Sanders**, 45, was found dead in a ditch in Benton County, Mississippi on July 4, 2014 near where **David Glass Sr.** was found alive but later died from similar injuries in September 2014. **Eric Hodges**, 35, was on February 22, 2018 convicted of manslaughter in both cases.

**Not included** among these statistics is **Ryan Brown**, 15, of Fayette County, Tennessee, who was fatally injured on August 3, 2014 when struck by a pan his twin brother threw to try to break up a fight between two family pit bulls.

**Not listed** is **Robert Franti**, 40, found dead on October 13, 2014 in Greenwood, Indiana. Police said Franti's pit bull and Cane Corso had eaten the soft tissue from his face, neck, and upper chest, but ascribed his death to a drug overdose.

**Not listed** are **Rickey Robertson**, 49, and another man who was not identified, who were killed in Houston on September 20, 2015 while trying to rescue Robertson's pit bull from the 610 South Loop freeway.

The dog who killed an unidentified 2-year-old in Berkeley County, West Virginia, on September 28, 2015 was called a "boxer-mix" in some media accounts, but was called a pit bull by neighbors who actually knew the dog.

**Valente Lopez Aguirre**, 59, and **Robert Simonian**, 74, were found dead from drowning in irrigation canals with extensive dog bites on their bodies in the same part of Fresno, California, on April 14, 2016 and July 7, 2016, respectively. Both were eventually identified by law enforcement as victims of the same three pit bulls, who were impounded after the first attack but were returned to owner **Harold Matthews**, 70, before the second.

**Lisa Musson Breckenridge** aka **Lisa B. May** died in San Antonio, TX in 2016 from sepsis contracted through a dog bite five days earlier.

**Unidentified victims:** two fighting female pit bulls on June 28, 2016 attacked a woman in her early 30s in Manteca, California, as she tried to separate them. Her 74-year-old father suffered a fatal heart attack while coming to her aid.

Two Rottweilers, a Rott/mastiff mix, and a pit bull/chow mix together killed a 60-year-old man on August 20, 2016 in Jacksonville, Florida.

**Lana Amuny**, 58, drowned on October 29, 2016 near Lumberton, Texas, along with a pit bull. Investigators believe Amuny drowned while trying to break up a fight between two pit bulls.

**Christian Dallett**, 53, was killed in a fall on February 23, 2017 in Red Hook, Brooklyn, New York, apparently pulled down stairs while walking a pit bull and a Queensland heeler.

**James E. Bennett**, hospitalized after attack on February 19, 2017 in Palm Coast, Florida, in which his 7-year-old Yorkie was killed and after which his wife Sandra required hospitalization, died of an apparently related heart attack on February 22, 2017.

**Not included** in this list as a victim of a pit bull attack is **Rylan Weidman**, 9 months, killed in a house fire on June 1, 2017 in Tampa, Florida, when "an aggressive pit bull on the property" drove back would-be rescuers, according to *Tampa Times* staff writer **Tony Marrero**.

**Also not included** is an unidentified woman who was found dead of unknown causes in her Detroit home on June 7, 2017. Police removed 32 dogs from the home, among them an unknown number of aggressive pit bulls.

The dog belonging to **Ronald Kevin Mundy Jr.** who mauled **Marlin Termaine Jackson** aboard a Delta Airlines flight on June 4, 2017 was described by media as a "chocolate Lab mix," but photos clearly showed a pit bull.

**Not listed:** **Armando Garcia**, 17, killed by a ricochet from a police bullet fired at a charging pit bull on June 22, 2017 in Palmdale, California.

**Not listed:** **Andrea Gusman**, 6, of Nampa, Idaho, was in critical condition in mid-June 2017 after a pit bull mauled her at her father's home in Mexico. The pit was not known to be of U.S. origin.

**William Gamble**, 66, died at Florida Hospital Flagler on August 3, 2017, three days and five heart attacks after he was mauled by a pit bull.

**Not listed:** **Tracy Dowdy Fain** died from a sudden stroke on August 7, 2017 at the Children's Healthcare of Atlanta hospital in Egleston, Georgia, while accompanying her son **Ethan Fain**, 7, as he had stitches removed following reconstructive surgery for injuries suffered in a Christmas Eve pit bull attack.

**Shirley Wright**, 89, of Toledo, Ohio, died on June 8, 2017, from injuries inflicted by a pit bull on May 6, 2017.

An alleged pit bull who attacked a mail carrier in Gilmanton, NH on 8-14-2017 was licensed as a "black Labrador."

**An unidentified male victim** apparently died from heart attack on September 21, 2017 in Hamilton, Ontario while being bitten by pit bull.

**Not listed:** **Patricia Crosby**, 53, of Detroit, shot dead on October 9, 2017 by Michael Williams, 61, who was trying to protect her from an attacking pit bull.

**Haze Groin**, 2 months old, was found dead in Hamilton County, Ohio on November 7, 2017 of respiratory failure with blood coming from his nose, after his mother said she saw the family pit bull sitting on him. "Authorities are zeroing in on sudden infant death syndrome," Fox News reported. The weight of a dog sitting on an infant could induce or accelerate a SIDS death. (Parallel cases were the January 20, 2000 death of six-month-old Jonathon Chandler, who was crushed by a Rottweiler in his bed in Lancaster, Ohio, along with the May 2005 death of a baby who was allegedly crushed by a pit bull in Lockland, Ohio.

**An unidentified Philadelphia man** died in hospital on November 24, 2017 from an unspecified "medical trauma," after having been mauled by four pit bulls moments after a neighbor gave him a plate of food, suffering multiple leg injuries.

**Korbin Michael Williams**, of Gaffney, S.C., was killed on December 2, 2017 by two pit bulls and a German shepherd. At least one pit bull was reportedly among the seven dogs who killed **Deborah Onsurez**, 56, in Modesto, California on December 28, 2017.

**Tracy Janine Garcia**, 52, of Ardmore, Oklahoma, was killed on May 10, 2018 by a pit bull and a pack of pit mixes, but was misidentified by tabloid headlines as the purported victim of an attack by dachshunds.

**Cashus Dean Case**, 44, of Seaside, Oregon, not listed as a pit bull fatality, was shot dead by police on July 24, 2018, who arrived to find Case, a convicted felon, waving two black powder pistols and shouting, after Case rescued neighbor Rick Derby from a pit bull mauling. Derby credited Case with saving his life.

**Greg Manteufel**, of West Bend, WI, in 2018 suffered quadruple amputations and the removal of part of his nose to fight a *Capnocytophaga canimorsus* infection apparently contracted from his eight-year-old pit bull.

**Deborah Russell**, 63, of Morgan County, MO, died of a heart attack on September 1, 2018 while under attack by a pit bull.

**82-year-old woman** not yet identified to media as of 1-1-2019 was found in Fresno, California with multiple bite wounds to both legs from pit bulls on December 13, 2018; died from heart attack.

**PIT BULL/LAB MIX:** One child was killed in an attack also involving a German shepherd mix. Cary Phelan, of Papillion, Nebraska, died in August 2012 from an infection transmitted by a pit bull/Lab mix.

**PIT BULL/POINTER MIX:** Was involved in attack on **Iran Menses**, 66, of Los Angeles, on 5/28/00, along with two pit bull terriers, but apparently did not inflict any of Menses' injuries.

**POMERANIAN MIX:** The Los Angeles County Sheriff's Department and local media initially identified the dog who killed a six-week-old girl on October 8, 2000 as a Pomeranian. Photos later revealed that the dog was substantially larger than a Pomeranian, with coloration resembling that of a brindle Patterdale terrier (a smaller close relative of a pit bull.)

**POODLE:** 2002 case involved prescription drug use possibly affecting dog as well as victim. A pit bull attack on a 3-year-old on December 2, 2011 in Seymour, TN also involved two poodles who apparently joined in.

**QUEENSLAND HEELER:** category also includes "cattle dog," "Australian cattle dog," & "blue heeler." **Christian Dallett**, 53, was killed in a fall on February 23, 2017 in Red Hook, Brooklyn, New York, apparently pulled down stairs while walking a pit bull and a Queensland heeler. At least one Queensland heeler was reportedly among the seven dogs who killed **Deborah Onsurez**, 56, in Modesto, California on December 28, 2017.

#### **ROTTWEILER:**

Ten Rottweiler fatalities occurring in the 1980s and 1990s, now added to this log, were overlooked and not included until June 22, 2017.

**Jonathon Chandler**, 6 months, of Lancaster, Ohio, was reportedly crushed in bed on January 20, 2000 by the family Rottweiler. Four other children, ages 2-11, were removed from home of **Shelly Fisher**; case was investigated as possible negligent homicide. Another case involved a woman who was apparently killed by two pit bulls and one Rottweiler.

The May 15, 2005 death of **Neil Pera** in Wallingford, Connecticut, was attributed by the coroner to cirrhosis of the liver, but police photographs of his remains and the reports of the responding police officers indicate that innumerable bites were involved, apparently as Pera curled into a fetal position to avoid further injury. He died afterward, stretched out on his badly bitten back.

**Joe Mortensen**, 22, of Dix Hills, N.Y., was mauled by two Rottweilers belonging to James Mazzone, 44, in June 2007, when the Rottweilers allegedly attacked his pit bull mix.

A man fleeing an attack by two Rottweilers was critically injured by a car on September 20, 2009 in Fort Wayne, Indiana.

Mail carrier **Hao Yun "Eddie" Lin** of Oceanside, California, suffered a fatal head injury in a fall while trying to evade a lunging Rottweiler on May 25, 2010.

**Michael Winter**, 30, of Henrietta Township, Lorain County, Ohio, was killed on June 15, 2010 by a reportedly Rottweiler-led pack also including five bull mastiffs and three pit bull/boxer mixes.

Not listed is an unidentified man whose remains were being eaten by a pit bull and a Rottweiler when found on February 14, 2014 by **Torsten Werner**, animal control officer for Mendocino County, Calif. The man was believed to have already been dead when the dogs found him.

**Anthony Wind**, 26, was both disfigured and killed during an epileptic seizure in separate attacks by his girlfriend **Barbara Murray** adopted "service" Rottweiler, who had been through at least three animal shelters. The fatal attack came on May 24, 2015.

Two Rottweilers, a Rott/mastiff mix, and a pit bull together killed a 60-year-old man on August 20, 2016 in Jacksonville, Florida.

**Gaia Nova**, 3 months, of Sherman Oaks, California, was fatally mauled in an incident involving a Rottweiler, a Lab, and a small terrier.

**SCHNAUZER:** **Michael James Obergas**, eight weeks, was killed by a giant schnauzer and a Lab at his home in Houston on August 20, 2017.

**SHIH TSU:** **Christine Caron**, 42, of Ottawa, Ontario, bitten while playing with her Shih Tzu, lost her left arm and both legs to a Capnocytophaga canimorsus bacterial infection, the *Ottawa Citizen* reported on July 22, 2013. Three other dogs licked the wound. The Public Health Agency of Canada found that only 200 human cases of this type of infection had been reported worldwide since 1976. "Medical literature emphasizes that the infection is much more severe in immune incompetent hosts including those with functional or anatomic asplenia [absence of a spleen]," wrote ProMed moderator Larry Lutwick.

**TERRIER MIX (non-pit bull):** two of the three victims were injured by both pit bull and a small terrier in the same attack. **Gaia Nova**, 3 months, of Sherman Oaks, California, was fatally mauled in an incident involving a Rottweiler, a Lab, and a small terrier.

**UNIDENTIFIED:**

The death of **Nicholas Benjamin Loris**, 6, of Davidson County, NC, on February 21, 1987, was belatedly recognized by the county medical examiner as having been caused by an attack by an unknown dog in January 2012.

**Keith Trout**, 60, of York, PA, died on November 23, 2011 from a septic dog bite, apparently inflicted by one of his own dogs. No breed information was available about the dogs.

Sisters **Josefina Ledezma**, 63, and **Estela Regalado**, 51, of Brownsville, TX, were injured on January 24, 2013 by about a dozen of 29 dogs kept in their home, who appeared in news video to be typical mixed-breed Mexican street dogs. Many of the dogs who were not involved in the attack were puppies.

**Robin Sullins**, 48, of Leander, Texas, lost both legs and nine fingers to *Capnocytophaga canimorsus* infection resulting from bites suffered on Christmas Day 2013 while breaking up a fight between her two dogs of unidentified breed. At least two of three dogs involved in a June 2015 pack attack in Lake Gaston, North Carolina, proved to be rabid.

**James Derle Patterson** of Jacksons Gap, AL died of a heart attack on May 8, 2017 while fending off an attack by multiple dogs.

**Sandra Kaiser**, 71, of Redding, Connecticut, died on May 12, 2017 after suffering "very serious injuries" in an attack by her own dog, police chief **Doug Fuchs** told **Christopher Burns** of the *Redding Pilot*. Wrote Burns, "Fuchs said the dog was a both a 'mixed breed' and 'rescue' dog, but was 'not a pit bull.'"

A unnamed man, 70, died in Russell County, Alabama on July 5, 2017 from "an apparent medical episode" while fending off a dog attack.

Four of the seven dogs who mauled **Sheena Rose** on 8-22-2017 in Byhalia, Mississippi were pit mixes: three of unknown mix.

**WEST HIGHLAND TERRIER:** **Rose Kazarian**, 75, suffered a fatal heart attack after a bite by a leashed West Highland terrier while visiting her husband's grave at the Hope Cemetery in Worcester, Massachusetts.

**WOLF HYBRID:**

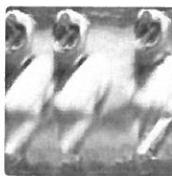
Whether any of the dogs identified by their owners or case investigators as "wolf hybrids" and listed under this heading in fact included any recent wild wolf ancestry is questionable, due to the extreme rarity of bona fide wolves in private possession and the high incidence of Akitas, Malamutes, and other dogs resembling wolves being cross-bred to produce offspring saleable as wolf-dogs. Nonetheless, these dogs have been thought to be wolf hybrids, have been raised, sold, and treated as such, and dogs in this category are much more likely than the average dog to attack children, who are in the size range of a wolf's normal prey, than adults.

One adult fatality was a small woman who was defending two children. The other was a small woman, 61, who was apparently defending her dog. In that instance, the wolf hybrid was identified as being a wolf hybrid/German shepherd cross, with the German shepherd configuration dominant. Some experts are skeptical that the animal had any wolf ancestry at all.

A third possible adult fatality was **Patricia Ritz**, 67, of Ohio County, Kentucky, a multi-time convicted animal hoarder whose remains were found on September 24, 2013. Her remains had apparently been eaten by some of her 50 starving wolf-hybrids, but her cause of death was not determined.

**Related Posts**

Helpful links for Pit Bull Victim Awareness Day



Three pit bull attack deaths in one day mark 35 years of logging the mayhem



A cry from the elephant pit



Pit bulls abroad



Pit mix fatality spotlights failure of so-called "Calgary model"



Pit bull advocates owe Michael Vick bigtime, at victims' expense

OPTION 1

CITY OF KENNEWICK  
ORDINANCE NO. 5836A

AN ORDINANCE RELATING TO ANIMAL CONTROL AND AMENDING  
SECTION 8.02.320 OF THE KENNEWICK MUNICIPAL CODE

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

**Section 1.** Section 8.02.320 of the Kennewick Municipal Code, be, and the same hereby is,  
amended to read as follows:

8.02.320: - Dangerous, Potentially Dangerous Animals—Permit Required.

- (1) No person shall have, keep or maintain any dangerous or potentially dangerous animal without first obtaining an annual permit from the Poundmaster. A permit will only be granted if the applicant has provided and maintains adequate and effective safeguards and controls for the animal, and has taken all necessary precautions to ensure that the animal will not become a nuisance. The applicant shall obtain a permit from the Poundmaster. No permit shall be issued to any person to keep an animal in contravention of the rules and regulations of the Department of Game nor Title 77 of the Revised Code of Washington. The annual permit fee shall be as determined by the City Council from time-to-time (KAC 16-32-010).
- (2) The Poundmaster may require any animal he/she finds to be dangerous or potentially dangerous to be licensed under the provisions of this Section. Any dispute concerning the character of any animal shall be resolved in accord with this Chapter.
- (3) The Poundmaster shall issue a permit to the owner of an animal required to be licensed under this Section only if the owner presents to the animal control authority sufficient evidence of:
  - (a) A proper enclosure to confine the animal as defined in this Chapter; and
  - (b) The posting of the premises with a clearly visible warning sign that there is a dangerous animal on the property. In addition, the owner shall conspicuously display a sign with a warning symbol that informs children of the presence of a dangerous animal; and
  - (c) A surety bond issued by a surety qualified under Chapter 48.28 RCW in a form acceptable to the Poundmaster in the sum of at least \$250,000.00, payable to any person injured by the dangerous or potentially dangerous animal, or a policy of liability insurance, such as homeowner's insurance, issued by an insurer qualified under Title 48 RCW in the amount of at least \$250,000.00, insuring the owner for any personal injuries inflicted by the animal; and
  - (d) Proof that all surrounding property owners and occupants have been notified and given an opportunity to comment on the confinement plans.
- (4) Any animal licensed or required to be licensed under this Section shall be immediately impounded by the Poundmaster if:

OPTION 1

- (a) The animal is not validly registered under this Section;
- (b) The owner does not secure and maintain the liability insurance coverage required;
- (c) The animal is not maintained in the proper enclosure; or
- (d) The animal is outside of the dwelling of the owner, or outside of the proper enclosure and not under physical restraint of a competent person.

(5) Exemption from Permit Requirement. An animal that is classified as “potentially dangerous” under the provisions of KMC 8.02.010(18)(d) may be exempted from the permit requirements of this section if such animal has passed the Canine Good Citizen (CGC) test of the American Kennel Club (AKC), as administered by an AKC qualified evaluator, and has received the appropriate certificate from the AKC. Such certificate shall be presented to the Poundmaster or the Animal Control Authority. All costs associated with qualifying or attempting to qualify for this exemption are the responsibility of the animal owner.

(a) Such animal shall be retested and passed at least once every two years in order to maintain this exemption.

(b) An animal who has failed the CGC test may retake the test after ninety (90) days have passed in order to attempt to qualify for the exemption from the permit requirements in this section.

(56) The provisions of this Section do not apply to temporary activities such as circuses nor to any governmental agency. These provisions are cumulative with any federal, state or local regulation.

(67) Any person violating or failing to comply with this Section shall be guilty of a gross misdemeanor. Upon conviction for a violation of this Section, the City may seek an order from Benton County District Court mandating destruction of the animal.

(Ord. 5836A Sec. 1, 2019; Ord. 5397 Sec. 4, 2011; Ord. 5334 Sec. 3, 2011; Ord. 5207 Sec. 9, 2007; Ord. 5029 Sec. 1, 2004; Ord. 5027 Sec. 1, 2004; Ord. 3827 Sec. 6, 1999; Ord. 3105 Sec. 3, 1987; Ord. 2966 Sec. 1(part), 1985; Ord. 2629 Sec. 2, 1981; Ord. 2526 Sec. 1, 1980; Ord. 2022 Sec. 1.01(part), 1976)

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

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 5<sup>th</sup> day of November, 2019, and signed in authentication of its passage this 5<sup>th</sup> day of November, 2019.

---

DON BRITAIN, Mayor

OPTION 1

Attest:

recorded

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

Approved as to Form:

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

ORDINANCE NO. 5836A filed and

in the office of the City Clerk of the City of  
Kennewick, Washington this 6<sup>th</sup> day of  
November, 2019.

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

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

OPTION 2

CITY OF KENNEWICK  
ORDINANCE NO. 5836B

AN ORDINANCE RELATING TO ANIMAL CONTROL AND AMENDING  
SECTION 8.02.010 OF THE KENNEWICK MUNICIPAL CODE

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

**Section 1.** Section 8.02.010 of the Kennewick Municipal Code, be, and the same hereby is,  
amended to read as follows:

8.02.010: - Definition of Terms.

As used in this Chapter, unless the context indicates otherwise:

- (1) *Abandon* means the knowing or reckless desertion of an animal by its owner or the causing of the animal to be deserted by its owner, in any place, without making provisions for the animal's adequate care. An animal left without adequate care for three or more days shall be prima facie evidence that the animal has been abandoned.
- (2) *Animal* includes, but is not limited to, dogs and cats.
- (3) *Animal Control Officer* or *Chief Animal Control Officer* refers to that person employed by or under contract to the City to enforce the provisions of this Title.
- (4) *At Heel* means during such times as the dog is positioned and controlled in such a manner so as to remain within a distance of two feet from its owner or other competent person having charge of such dog.
- (5) *At Large* means off the premises of the owner or upon the public streets, alleys, public grounds, school grounds or parks within the City. A dog shall not be deemed at large if:
  - (a) It is attached to a leash or chain of sufficient strength to restrain the dog and not more than eight feet in length, when said leash or chain is held by a person competent to restrain and control the dog off the owner's premises;
  - (b) It is properly restrained within a motor vehicle or housed in a veterinary hospital;
  - (c) It is accompanied by and "at heel" beside the owner or a competent responsible person;
  - (d) The dog or dogs are left unattended on the owner's premises, and it or they shall be so confined, tied or restrained as to be unable to range beyond the owner's premises.
- (6) *Bobcat* means a lynx rufus, member of the Class mammalia, Order carnivora, Family felide.
- (7) *Cat* means and includes female, neutered female, male and neutered male cats.
- (8) *Commercial Kennel* means any lot, premises, building or structure where six or more dogs or six or more cats over six months of age are kept.

OPTION 2

- (9) *Competent Person* means any person who, by reason of age and physical ability and training, is capable of maintaining control of an animal to the extent required by this Chapter.
- (10) *Dangerous Animal* means any dog or animal that:
- (a) Has inflicted severe injury on a human being without provocation;
  - (b) Has killed a domestic animal or livestock without provocation;
  - (c) Has been previously found to be potentially dangerous, the owner having received notice of such and the animal again aggressively bites, attacks, or endangers the safety of humans or domestic animals; or
  - (d) Is a Bobcat as defined in this Chapter, or any hybrid or cross-breed of a Bobcat.
- (11) *Dog* means and includes female, neutered female, male and neutered male dogs.
- (12) *Domestic Animal* means a tame animal living in the home or on the property, living with or used by people for companionship, work, a food source, or otherwise, not defined as a "wild animal."
- (13) *Health Officer* includes any person designated as such by the Benton-Franklin district health office, or any other person designated as such by the City Council.
- (14) *Livestock* means animals, including fowl, kept or raised on a farm, ranch, or other spread of land which are raised for home use, profit, or hobby.
- (15) *Owner* means any person, firm, corporation, organization, or department possessing, harboring, keeping, having an interest in, or having control or custody of an animal for three consecutive days or more. An animal is deemed to be harbored if it is fed or sheltered for three consecutive days or more and knowingly permitted to remain on the premises occupied by that person.
- (16) *Person* includes any person, firm, organization, partnership, corporation, trust or association of persons.
- (17) *Poundmaster* refers to that person employed by or under contract with the City to care for and dispose of strays or other animals confined under City ordinance.
- (18) *Potentially Dangerous Animal* means any animal or dog that when unprovoked: (a) inflicts injury on a human or a domestic animal or livestock on public or private property; or (b) chases or approaches a person upon the streets, sidewalks, or any public grounds, or upon private property other than that of the animal's owner, in a menacing fashion or apparent attitude of attack; or (c) has a known propensity, tendency, or disposition to attack, or to cause injury or otherwise to threaten the safety of humans or domestic animals; ~~or (d) is a Pit Bull Terrier or any dog commonly recognized as an American Pit Bull Terrier, American Staffordshire Terrier or Staffordshire Bull Terrier.~~
- (19) *Proper Enclosure* means secure confinement indoors or in an outside securely enclosed and locked pen or structure, resistant to tunneling, suitable to prevent the entry of young children and designed to prevent the animal from escaping. Such pen or structure must have secure sides and a secure top, and shall also be constructed to protect the animal from injury and illness and to provide protection from the elements.

OPTION 2

- (20) *Severe Injury* means any physical injury that results in death, broken bones or disfiguring lacerations requiring one or more sutures or cosmetic surgery.
- (21) *Veterinary Hospital* means a public establishment regularly maintained and operated by a licensed veterinarian for the diagnosis and treatment of disease and injuries of animals.

Whenever a type or breed of animal is described in this Chapter, it includes any hybrid, cross breed or mixed breed of such animal to any degree that the type or breed can be identified by either the animal's appearance, behavior or pedigree.

Whenever a power is granted to, or a duty is imposed upon the Poundmaster or Chief Animal Control Officer or other public officer, the power may be exercised or the duty performed by an agent of the officer or by any person duly authorized unless this Chapter expressly provides otherwise.

All other words and phrases used in this Chapter will have their commonly accepted meanings.

([Ord. 5836B Sec. 1, 2019](#); Ord. 5432 Sec. 1, 2012; Ord. 5397 Sec. 1, 2011; Ord. 5334 Sec. 1, 2011; Ord. 5207 Sec. 1, 2007; Ord. 3778 Sec. 1(part), 1998; Ord. 3343 Sec. 1, 1991; Ord. 3105 Sec. 1, 1987; Ord. 2022 Sec. 1.01(part), 1976)

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

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 5<sup>th</sup> day of November, 2019, and signed in authentication of its passage this 5<sup>th</sup> day of November, 2019.

Attest:

\_\_\_\_\_  
DON BRITAIN, Mayor

recorded

ORDINANCE NO. 5836B filed and

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

in the office of the City Clerk of the City of Kennewick, Washington this 6<sup>th</sup> day of November, 2019.

Approved as to Form:

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

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

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

# Council Agenda Coversheet



Agenda Item Number	5.b.	Council Date	11/05/2019
Agenda Item Type	Ordinance		
Subject	Benton PUD Franchise Extension		
Ordinance/Reso #	5837	Contract #	
Project #		Permit #	
Department	City Attorney		

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

### Recommendation

That Council adopt Ordinance 5837 which will extend the Benton Public Utility District Franchise to June 30, 2020.

### Motion for Consideration

I move to adopt Ordinance 5837.

### Summary

Ordinance 5837 will extend the current franchise with the Benton Public Utility District through June 30, 2020. The extension is needed to afford the parties additional time to negotiate a new franchise agreement for the electric utility as well as negotiate a separate franchise related to fiber optics. The proposed franchise for the electric utility has been updated with a number of provisions clarifying the responsibilities of the parties. We have a meeting scheduled with the Benton Public Utility District for November 12th to discuss these issues. Adoption of Ordinance 5837 will simply maintain the status quo until the new agreements can be finalized.

### Alternatives

None recommended.

### Fiscal Impact

None.

Through	Bonnie Lanning Oct 30, 12:48:03 GMT-0700 2019
Dept Head Approval	Lisa Beaton Oct 30, 13:36:17 GMT-0700 2019
City Mgr Approval	Marie Mosley Nov 01, 08:02:19 GMT-0700 2019

Attachments:

Recording Required?

CITY OF KENNEWICK  
ORDINANCE NO. 5837

AN ORDINANCE EXTENDING THE TERM OF A FRANCHISE AGREEMENT WITH PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY TO NO LATER THAN JUNE 30, 2020.

WHEREAS, Ordinance No. 5044 was passed by the City Council of the City of Kennewick, Washington on June 1, 2004, and affirmed by Public Utility District No. 1 of Benton County on June 8, 2004; and

WHEREAS, Ordinance No. 5044 granted a non-exclusive right and franchise to Public Utility District No. 1 of Benton County for a period of fifteen (15) years; and

WHEREAS, the parties need time to finalize a new Franchise Agreement beyond the expiring term of the current Agreement; and

WHEREAS, Section 13 of Ordinance 5044 states that the Franchise Agreement may be amended only by written instrument, signed by both parties;

WHEREAS, Ordinance 5810 extended the Franchise Agreement granted to Public Utility District No. 1 of Benton County to December 31, 2019;

WHEREAS, additional time is required to finalize a new Franchise Agreement beyond the current extension, NOW, THEREFORE,

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

**Section 1.** The term for the Franchise Agreement granted to Public Utility District No. 1 of Benton County is extended until no later than June 30, 2020.

**Section 2.** All other conditions set forth by Ordinance No. 5044 remain in place and are fully enforceable.

**Section 3.** This ordinance shall be in full force and effect on January 1, 2020.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 5<sup>th</sup> day of November, 2019, and signed in authentication of its passage this 5<sup>th</sup> day of November, 2019.

Attest:

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

\_\_\_\_\_  
DON BRITAIN, Mayor

ORDINANCE NO. 5837 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington this 6<sup>th</sup> day of November, 2019.

Approved as to Form:

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

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

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

We, JEFFREY D. HALL and BARRY BUSH, the president and secretary, respectively, of Public Utility District No. 1 of Benton County have read Ordinance 5837 and on behalf of said corporation do hereby accept the same and agree to abide by the terms and conditions set forth therein, and we further state that we are authorized by said corporation to accept the said franchise.

DATED this \_\_\_\_\_ day of November, 2019.

PUBLIC UTILITY DISTRICT NO. 1  
OF BENTON COUNTY

BY \_\_\_\_\_  
JEFFREY D. HALL, President

BY \_\_\_\_\_  
BARRY BUSH, Secretary

# Council Agenda Coversheet



Agenda Item Number	5.c.	Council Date	11/05/2019
Agenda Item Type	Ordinance		
Subject	Franchise Agreement with Desert Winds Wireless		
Ordinance/Reso #	5838	Contract #	
Project #		Permit #	
Department	Public Works		

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

## Recommendation

Adopt Ordinance 5838, granting a non-exclusive franchise agreement to Desert Winds Wireless LLC.

## Motion for Consideration

I move to adopt Ordinance 5838.

## Summary

Desert Winds Wireless LLC is a telecommunications company desiring to install fiber communications equipment in the City of Kennewick, to provide broadband internet service and potentially future telephone service.

The initial areas of service include the Apple Valley, The Ridge at Hansen Park, and Cottonwood Creek Phase 3 subdivisions.

This franchise agreement is nearly identical to a previous agreement the City approved in 2012 with Zayo Group LLC, and has been reviewed and approved by the City Attorney. It contains the same requirements for placing utilities in the public right-of-way, and Desert Winds Wireless LLC will provide dark fiber for the City's non-commercial use where they install lines.

The franchise is non-exclusive, which allows other retail providers opportunities to enter into similar agreements for use of the public right-of-way.

## Alternatives

None recommended.

## Fiscal Impact

None

Through	Bruce Mills Oct 29, 11:51:27 GMT-0700 2019
Dept Head Approval	Cary Roe Oct 29, 12:29:21 GMT-0700 2019
City Mgr Approval	Marie Mosley Nov 01, 08:52:54 GMT-0700 2019

Attachments:

Recording Required?

CITY OF KENNEWICK  
ORDINANCE NO. 5838

AN ORDINANCE OF THE CITY OF KENNEWICK GRANTING A NON-EXCLUSIVE FRANCHISE TO DESERT WINDS WIRELESS LLC TO CONSTRUCT, INSTALL, OPERATE, MAINTAIN, REPAIR, OR REMOVE FIBER OPTIC CABLES WITHIN THE PUBLIC WAYS OF THE CITY OF KENNEWICK

WHEREAS, the Kennewick City Council passed Ordinance 2000 on October 19, 1976, adopting the classification of non-chartered code city for the City of Kennewick; and

WHEREAS, Article 11, Section 11, of the Washington State Constitution provides that the City of Kennewick “may make and enforce within its limits all such local police, sanitary and other regulations as are not in conflict with general laws”; and

WHEREAS, the Kennewick City Council, by Section 35A.11.020 of the Revised Code of Washington, through Section 35A.13.230 of the Revised Code of Washington, has any authority ever given to any class of municipality or to all municipalities of this state, and all powers possible for a city or town to have under the Constitution of this state, and not specifically denied to code cities by law, which may be exercised in regard to the regulation or use of public ways and property of all kinds and improvements thereto; and

WHEREAS, Section 35A.47.040 of the Revised Code of Washington authorizes the City to grant, permit, and regulate non-exclusive franchises for the use of public ways; and

WHEREAS, Desert Winds Wireless LLC (Franchisee) has applied to the City of Kennewick, Washington for a non-exclusive franchise to enter, occupy, and use public ways to construct, install, operate, maintain, and repair fiber optic facilities to offer and provide telecommunications service for hire, sale, or resale in the City of Kennewick; and

WHEREAS, the 1934 Communications Act, as amended by the 1996 Telecommunications Act, 47 USC § 151, et seq., relating to telecommunications providers, recognizes and provides state and local government authority to manage the public rights-of-way and to require fair and reasonable compensation on a competitively neutral and nondiscriminatory basis; and

WHEREAS, Washington’s Telecommunications Services Act, 2000 Wash. Laws, chapter 83, as amended, RCW Ch. 35.99, relating to telecommunications providers recognizes and provides Washington cities authority to require franchises and use permits for constructing, installing, operating, maintaining, repairing, or removing telecommunication facilities in public rights-of-way; and

WHEREAS, a franchise is a legislatively approved master permit granting general permission to a service provider to enter, use, and occupy the public ways for the purpose of locating facilities subject to requirements that a franchisee must also obtain separate use permits from the City for

use of each and every specific location in the public ways in which the franchisee intends to construct, install, operate, maintain, repair or remove identified facilities; and

WHEREAS, a franchise does not include, and is not a substitute for any other permit, agreement, or other authorization required by the City, including without limitation, permits required in connection with construction activities in public ways which must be administratively approved by the City after review of specific plans; and

WHEREAS, the grant of a non-exclusive franchise requires submission to the City Attorney, an affirmative vote of at least a majority of the entire City Council and publication at least once in newspaper of general circulation; and

WHEREAS, the City Council finds that the franchise terms and conditions contained in this ordinance are in the public interest; NOW, THEREFORE,

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

**Section 1. Definitions.** For the purposes of this Ordinance, the following terms, phrases, words, and their derivations will have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined will have the meaning ascribed to those words in the Kennewick Municipal Code unless inconsistent herewith.

"Cable Television Service" means the one-way transmission to subscribers of video programming and other programming service and subscriber interaction, if any, that is required for the selection or use of the video programming or other programming service.

"City" means the City of Kennewick, Washington, its agencies, departments, and divisions.

"City Property" means and includes all real property owned by the City, other than public ways, including without limitation, City parks, and all property owned in fee by the City.

"Conduit" means optical cable housing, jackets, or casing, and pipes, tubes, or tiles used for receiving and protecting wires, lines, cables, and communication and signal lines.

"Costs" means costs, expenses, and other financial obligations of any kind whatsoever.

"Dark Fiber" means properly functioning optical cable which is not used or available for use by Franchisee or the general public.

"Effective Date" means five days following the publication of this Franchise or a summary thereof occurs in an official newspaper of the City as provided by law.

"Emergency" means a condition of imminent danger to the health, safety, and welfare of property or persons located within the City including, without limitation, damage to persons or property from accidents or natural consequences, such as storms, earthquakes, riots or wars.

"Existing" means in actual physical being upon the effective date of this Franchise.

"Facilities" means all of the plant, equipment, fixtures, appurtenances, and other facilities necessary to furnish and deliver telecommunications services, including but not limited to poles with cross arms, poles without cross arms, wires, lines, conduits, cables, communication and signal lines and equipment, braces, guys, anchors, vaults, and all attachments, appurtenances, and appliances necessary or incidental to the distribution and use of telecommunications services.

"Fiber Optics" means the technology of guiding and projecting light for use as a communications medium.

"Franchisee" means the person to whom this Franchise is granted by the Council pursuant to this Franchise and the lawful successor, transferee or assignee of said person subject to such conditions as defined herein.

"Governmental Use" means use by the City, State, or agencies or departments of the United States for the transmission of information by wire, radio, optical cable, electromagnetic, or other similar means both internally and externally within or between their various agencies, departments, and divisions.

"Incremental Costs" means the actual and necessary costs incurred which exceed costs which would have otherwise been incurred. Incremental costs shall not include any part, portion, or pro-portion of costs, of any kind whatsoever, including without limitation overhead or labor costs, which would have otherwise been incurred.

"Information" means knowledge or intelligence represented by any form of writing, signs, signals, pictures, sounds, or any other symbols.

"Optical Cable" means wires, lines, cables and communication and signal lines used to convey communications by fiber optics.

"Overhead Facilities" means facilities located above the surface of the ground, including the underground supports and foundations for such facilities.

"Person" means natural person, joint venture, joint stock association or company, partnership, firm, association, club, company, corporation, business, trust, or organization.

"Personal Wireless Services" means commercial mobile services, unlicensed wireless services, and common carrier wireless exchange access services, as defined by federal laws and regulations.

"Public Street" means any highway, street, alley or other public right of way for motor vehicle travel under the jurisdiction and control of the City which has been acquired, established, dedicated or devoted to such purposes.

"Public Way" means and includes all public streets, utility easements, and other rights-of-way, now or hereafter owned by the City, but only to the extent of the City's right, title, interest or authority to grant a license or franchise to occupy and use such public streets, utility easements, or other rights-of-way for telecommunications facilities. "Public way" does not include City property; State highways; land dedicated for roads, streets, and not opened and not improved for motor vehicle use by the public; structures, including poles and conduits, located within the public way; federally granted trust lands or forest board trust lands; lands owned or managed by the state parks and recreation commission; or federally granted railroad rights of way that are not open for motor vehicle use.

"Street Tree" means any tree located in, or that portion over-hanging, any public way and any tree planted on private property near a public way at the direction of the City.

"Telecommunications Service" means the transmission of information by wire, radio, optical cable, electromagnetic, or other similar means for hire, sale, or resale to the general public.

"Telecommunications Service" excludes the over-the-air transmission of broadcast television or broadcast radio signals.

"State" means the State of Washington, its agencies, departments, and governmental subdivisions, and all agencies, departments, and divisions of its agencies, departments, and governmental subdivisions.

"Underground Facilities" means facilities located under the surface of the ground, other than underground foundations or supports for overhead facilities.

"Utility Poles" means poles, and cross arms, devices, and attachments directly affixed to such poles which are used for the transmission and distribution of electrical energy, signals, or other methods of communication.

## **Section 2. Franchise.**

- A. The City grants to Franchisee, subject to the terms and conditions of this Franchise, a non-exclusive franchise to enter, occupy, and use public ways for constructing, installing, operating, maintaining, repairing, and removing wireline facilities necessary to provide telecommunications services. Except as expressly provided otherwise in subsections 4(E)(1)-(4) and 17(A) and (B), and 18(B), Franchisee shall construct, install, operate, maintain, repair, and remove its facilities at its expense.

- B. Nothing in this Franchise grants authority to Franchisee to enter, occupy, or use public ways for constructing, installing, operating, maintaining, repairing, or removing wireless communication facilities.
- C. Nothing in this Franchise grants authority to Franchisee to enter, occupy, or use City property.
- D. Any rights, privileges, and authority granted to Franchisee under this Franchise are subject to the legitimate rights of the police power of the City to adopt and enforce general ordinances necessary to protect the safety and welfare of the public, and nothing in this Franchise excuses Franchisee from its obligation to comply with all applicable general laws enacted by the City pursuant to such power. Any conflict between the terms or conditions of this Franchise and any other present or future exercise of the City's police powers will be resolved in favor of the exercise of the City's police power.
- E. Nothing in this Franchise excuses Franchisee of its obligation to identify its facilities and proposed facilities and their location or proposed location in the public ways and to obtain use and/or development authorization and permits from the City before entering, occupying, or using public ways to construct, install, operate, maintain, repair, or remove such facilities.
- F. Nothing in this Franchise excuses Franchisee of its obligation to comply with applicable codes, rules, regulations, and standards subject to verification by the City of such compliance.
- G. Nothing in this Franchise shall be construed to limit taxing authority or other lawful authority to impose charges or fees, or to excuse Franchisee of any obligation to pay lawfully imposed charges or fees.
- H. Nothing in this Franchise grants authority to Franchisee to impair or damage any City property, public way, other ways or other property, whether publicly or privately owned.
- I. Nothing in this Franchise shall be construed to create a duty upon the City to be responsible for construction of facilities or to modify public ways to accommodate Franchisee's facilities.
- J. Nothing in this Franchise grants authority to Franchisee to provide or offer cable television service.
- K. Franchisee may use the wireline facilities authorized by this Franchise for the transmission of information used to provide personal wireless services only as expressly provided in this Franchise.

- L. Nothing in this Franchise shall be construed to create, expand, or extend any liability of the City to any third party user of Franchisee's facilities or to otherwise recognize or create third party beneficiaries to this Franchise.
- M. Nothing in this Franchise shall be construed to permit Franchisee to unlawfully enter or construct improvements upon the property or premises of another.
- N. Nothing in this Franchise authorizes Franchisee to enter or construct improvements on, in, under, over, across, or within any property or right-of-way of any third party without that party's permission.

**Section 3. Term.** Authorization granted under this Franchise shall be for a period of ten (10) years from the effective date of this Franchise.

- A. **Renewal.** If Franchisee desires to renew its franchise for an additional term, it shall, not more than one hundred eighty (180) days nor less than ninety (90) days before expiration of the current franchise, give written notice to the City requesting renewal.
- B. Within forty-five (45) days after receiving a written renewal request, the City Administration shall make a written recommendation to the Kennewick City Council to grant or deny the franchise in whole or in part. Within forty-five (45) days after receipt of the recommendation the City Council shall conduct a public hearing and make a decision. If the renewal request is denied, the written determination shall include the reason(s) for non-renewal. The City Council may continue consideration of the request for a period not to exceed thirty (30) days. The decision to grant or deny a renewal request shall be based upon the following standards:
  - (1) The continuing capacity of the public ways to accommodate the Franchisee's existing facilities;
  - (2) Franchisee's compliance with the requirements of the franchise agreement;
  - (3) Applicable federal, state and local telecommunications laws, rules and policies; and
  - (4) Such other factors as may demonstrate that the continued grant to use the public ways will serve the community interest.

**Section 4. Location of Facilities.**

- A. Franchisee must place its facilities underground except as otherwise expressly provided herein. Subject to the terms and conditions of this Franchise, Franchisee may place optical cable, optical cable housing, and splicing connections on existing utility poles as overhead facilities if approved by the owner of the utility poles. All other facilities, including, without limitation, facilities required to operate or maintain such optical cable and optical cable housing, and splicing connections must be underground facilities if they are located in a public way.

- B. Franchisee's facilities shall not unreasonably interfere with the use of public ways or City property by the City, the general public, or other persons authorized to enter, occupy, or use public ways or City property. Whenever new facilities will exhaust the capacity of a public way to reasonably accommodate future users or facilities, the Franchisee shall provide nondiscriminatory access to its facilities to future users and facilities.
- C. Franchisee shall not impair or damage any City property, public way, other ways or other property, whether publicly or privately owned.
- D. Franchisee shall provide the City with information in such form requested by the City which accurately reflects the horizontal and vertical location and configuration of all of Franchisee's facilities. Franchisee shall provide the City with updated information annually or upon request by the City.
- E. Franchisee shall relocate its facilities at the request of the City when there is construction, alteration, repair or improvement of a public way. Franchisee shall complete the relocation by the date specified by the City, unless the City, or a reviewing court, establishes a later date for completion, after a showing by Franchisee that the relocation cannot be completed by the dates specified using best efforts and meeting safety and service requirements. Franchisee shall relocate its facilities at its expense except:
  - (1) Where the Franchisee had paid for the relocation costs of the same facilities at the request of the City within the past five (5) years, the Franchisee's share of the cost of relocation will be paid by the City if it requested the subsequent relocation.
  - (2) Where the Franchisee has an ownership share of the existing utility poles upon which its optical cable and optical cable housing is located as overhead facilities, the additional incremental cost of underground to aerial relocation, or as provided for in an approved tariff if less, will be paid by the City if it required the underground relocation.
  - (3) Where the City requests relocation of underground facilities solely for aesthetic purposes, the cost of relocation shall be paid by the City; provided, however, in no event shall a request by the City to relocate overhead facilities to underground be considered to be made for aesthetic purposes. Franchisee is authorized to place optical cable and optical cable housing on existing utility poles as overhead facilities only as an exception to pre-existing City policies which require undergrounding, and the cost of relocating overhead facilities to underground shall be paid by the Franchisee except as provided in Section 4(E)(2).
  - (4) Where the construction, alteration, repair or improvement of a public way is primarily for private benefit, the Franchisee may seek reimbursement from the private party or parties for the cost of relocation in the same proportion as their contribution to the costs of the project; provided, however, in no event shall the City be considered a private party for purposes of seeking reimbursement under this section.

- F. Franchisee shall relocate its facilities at its expense at the request of the City in the event of an unforeseen emergency that creates an immediate threat to the public safety, health or welfare.

**Section 5. Pole, Structures and Property Owned by Others.** Franchisee must obtain written approval from the owners of utility poles, structures and property not owned by Franchisee prior to attaching to or otherwise using such poles, structures or property, and provide proof of such approval to the City. The City makes no representation and assumes no responsibility for the availability of utility poles, structures, and property owned by third parties for the installation of Franchisee's facilities. The City shall not be liable for the unavailability of utility poles, structures, and property owned by third parties for any reason whatsoever. The installation of facilities by Franchisee on or in the poles, structures, or property owned by others shall be subject to and limited by the owner's authority to enter, occupy, and use public ways. In the event that the authority of the owner of poles, structures, or property to enter, occupy, and use the public ways either expires, terminates, or is cancelled, the authority of Franchisee to construct, install, operate, maintain, and repair Franchisee's facilities at such locations may be immediately cancelled at the sole option of the City. The City shall not be liable for the costs for removal of facilities arising from expiration, termination, or cancellation of any pole owner's authority to enter, occupy, or use public ways for any reason whatsoever.

**Section 6. Construction and Installation Requirements.**

- A. The technical performance of the facilities must meet or exceed all applicable technical standards authorized or required by law, regardless of the transmission technology utilized. The City will have the full authority permitted by applicable law to enforce compliance with these technical standards.
- B. All installations of facilities will be durable and installed in accordance with good engineering, construction, and installation practices.
- C. All facilities shall be constructed and installed in such manner and at such points so as not to inconvenience public use of the public ways or to adversely affect the public health, safety or welfare and in conformity with plans approved by the City, except in instances in which deviation may be allowed by the City.
- D. The plans shall conform to all federal, state, local, and industry codes, rules, regulations, and standards. Franchisee must cease work immediately if the City determines that Franchisee is not in compliance with such codes, rules, regulations, or standards, and may not begin or resume work until the City determines that Franchisee is in compliance. The City shall not be liable for any costs arising out of delays occurring as a result of such work stoppage.
- E. Neither approval of plans by the City nor any action or inaction by the City shall relieve Franchisee of any duty, obligation, or responsibility for the competent design, construction, and installation of its facilities. Franchisee is solely responsible for the

supervision, condition, and quality of the work done, whether it is performed by itself or by its contractors, agents, or assigns.

- F. Before constructing or installing facilities, Franchisee shall provide and maintain a restoration bond written by a corporate surety acceptable to the City in an amount equal to at least one hundred percent of the estimated cost of removing Franchisee's facilities and restoring public ways and other property to as good a condition as existed prior to construction or installation of facilities. Each such bond shall remain in full force and effect until at least sixty (60) days after completion of construction or installation, and shall warrant all restoration work for a period of one year following completion.

**Section 7. Coordination of Construction and Installation Activities and Other Work.**

- A. Franchisee shall coordinate its construction and installation activities and other work with the City and other users of the public ways at least annually or as determined by the City.
- B. All construction or installation locations, activities and schedules shall be coordinated, as ordered by the City, to minimize public inconvenience, disruption or damages.
- C. At least twenty four (24) hours prior to entering a public way to perform construction and installation activities or other work, Franchisee shall give notice, at its cost, to owners and occupiers of property adjacent to such public ways indicating the nature and location of the work to be performed. Such notice shall be physically posted by door hanger. Franchisee shall make a good faith effort to comply with the property owner or occupier's preferences, if any, on location or placement of underground facilities, consistent with sound engineering practices.
- D. Franchisee shall make available and accept the co-location of property of others within trenches excavated or used by Franchisee in the public ways provided the costs of the work are fairly allocated between the parties.
- E. By February 1 of each year, Franchisee shall provide the City with a schedule of its proposed construction or installation activities and other work in, around, or that may affect the public ways or City property.
- F. The City shall give reasonable advance notice to Franchisee of plans to open public ways for construction or installation of facilities; provided, however, the City shall not be liable for damages for failure to provide such notice. When such notice has been given, Franchisee shall provide information requested by the City regarding Franchisee's future plans for use of the public way to be opened. When notice has been given, Franchisee may only construct or install facilities during such period that the City has opened the public way for construction or installation.
- G. In the event of an unexpected repair or emergency, Franchisee may commence such repair and emergency response work as required under the circumstances, provided Franchisee

shall notify the City as promptly as possible before such repair or emergency work commences or as soon thereafter as possible if advance notice is not practicable.

**Section 8. Temporary Removal, Adjustment or Alteration of Facilities.**

- A. Franchisee shall temporarily remove, adjust or alter the position of its facilities at its cost at the request of the City for public projects, events, or other public operations or purposes.
- B. If any person requests permission from the City to use a public way for the moving or removal of any building or other object, the City shall, prior to granting such permission, require such person or entity to make any necessary arrangements with Franchisee for the temporary removal, adjustment or alteration of Franchisee's facilities to accommodate the moving or removal of said building or other object. In such event, Franchisee shall, at the cost of the person desiring to move or remove such building or other object, remove, adjust or alter the position of its facilities which may obstruct the moving or removal of such building or other object, provided that:
  - (1) The moving or removal of such building or other object which necessitates the temporary removal, adjustment or alteration of facilities shall be done at a reasonable time and in a reasonable manner so as to not unreasonably interfere with Franchisee's business, consistent with the maintenance of proper service to Franchisee's customers;
  - (2) Where more than one route is available for the moving or removal of such building or other object, such building or other object shall be moved or removed along the route which causes the least interference with the operations of Franchisee, in the sole discretion of the City;
  - (3) The person obtaining such permission from the City to move or remove such building or other object may be required to indemnify and save Franchisee harmless from any and all claims and demands made against it on account of injury or damage to the person or property of another arising out of or in conjunction with the moving or removal of such building or other object, to the extent such injury or damage is caused by the negligence of the person moving or removing such building or other object or the negligence of the agents, servants or employees of the person moving or removing such building or other object; and
  - (4) Completion of notification requirements by a person who has obtained permission from the City to use a public way for the moving or removal of any building or other object shall be deemed to be notification by the City.
- C. The City may temporarily remove, adjust or alter the position of Franchisee's facilities as the City may determine to be necessary, appropriate or useful in response to any public health or safety emergency. The City shall not be liable to Franchisee or any other party for any direct, indirect, or other damages suffered as a direct or indirect result of the City's actions.

- D. The temporary removal, adjustment or alteration of the position of Franchisee's facilities shall not be considered relocation for any purpose whatsoever.

**Section 9. Safety and Maintenance Requirements.**

- A. All work authorized and required under this Franchise will be performed in a safe, thorough, and workmanlike manner.
- B. Franchisee, in accordance with applicable federal, state, and local safety requirements shall, at all times, employ ordinary care and shall use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injury, or nuisance to occur. All facilities, wherever situated or located, shall at all times be kept in a good, safe, and suitable condition. If a violation of a safety code or other applicable regulation is found to exist by the City, the City may, after discussions with Franchisee, establish a reasonable time for Franchisee to make necessary repairs. If the repairs are not made within the established time frame, the City may make the repairs itself at the cost of the Franchisee or have them made at the cost of Franchisee.
- C. Franchisee, and any person acting in its behalf shall use suitable barricades, flags, flagmen, lights, flares, and other measures as required for the safety of all members of the general public during the performance of work, of any kind whatsoever, in public ways to prevent injury or damage to any person, vehicle, or property.
- D. Franchisee shall maintain its facilities in proper working order. Franchisee shall restore its facilities to proper working order upon receipt of notice from the City that facilities are not in proper working order. The City may, after discussions with Franchisee, establish a reasonable time for Franchisee to restore its facilities to proper working order. If the facilities are not restored to proper working order within the established time frame, the City may restore the facilities to proper working order or have them restored at the cost of Franchisee.

**Section 10. Removal of Unauthorized Facilities.** Within ninety (90) days following written notice from the City, Franchisee shall, at its expense, remove unauthorized facilities and restore public ways and other property to as good a condition as existed prior to construction or installation of its facilities. Any plan for removal of said facilities must be approved by the City prior to such work. Facilities are unauthorized and subject to removal in the following circumstances:

- A. Upon expiration, termination, or cancellation of this Franchise;
- B. Upon abandonment of the facilities. Facilities shall be deemed abandoned if they are unused by Franchisee for a period of ninety (90) days;

- C. If the facilities were constructed or installed prior to the effective date of this Franchise; unless such facilities were constructed or installed upon the condition of subsequent approval of this Franchise with the consent of the City;
- D. If the facilities were constructed, installed, operated, maintained, or repaired without the prior issuance of required use and/or development authorization and permits;
- E. If the facilities were constructed or installed or are operated, maintained or repaired in violation of the terms or conditions of this Franchise; or
- F. If the facilities are unauthorized for any reason whatsoever.

Provided, however, that the City may, in its sole discretion, allow a Franchisee to abandon facilities in place. No facilities may be abandoned in place without the express written consent of the City. Upon consensual abandonment in place of facilities, the facilities shall become property of the City, and Franchisee shall submit to the City an instrument in writing, to be approved by the City, transferring to the City the ownership of such facilities. The failure of Franchisee to submit an instrument shall not prevent, delay, or impair transfer of ownership to the City.

**Section 11. Restoration of Public Ways and Other Property.**

- A. When Franchisee, or any person acting on its behalf, does any work in or affecting any public way or other property, it shall, at its own expense, promptly remove any obstructions therefrom and restore, at Franchisee's cost, such ways and property to as good a condition as existed before the work was undertaken, unless otherwise directed by the City.
- B. If weather or other conditions do not permit the complete restoration required by this section, the Franchisee shall temporarily restore the affected ways or property. Such temporary restoration shall be at the Franchisee's cost, and Franchisee lessee shall promptly undertake and complete the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration.
- C. All restoration work is subject to inspection and final approval by the City. If restoration is not made to the satisfaction of the City within the established timeframe, the City may make the restoration itself at the cost of Franchisee or have them made at the cost of Franchisee.

**Section 12. Use and/or Development Authorization and Permits.** Franchisee shall obtain use and/or development authorization and required permits from the City and all other appropriate regulatory authorities prior to constructing or installing facilities or performing other work in a public way. The City must act on applications for use and/or development authorization or required permits within thirty (30) days of receipt of a completed application, unless Franchisee consents to a different time period.

- A. Franchisee shall provide the following information for all facilities that it proposes to construct or install:
- (1) Engineering plans, specifications and a network map of the proposed facilities and their relation to existing facilities, in a format and media requested by the City in sufficient detail to identify:
    - a. The location and route of the proposed facilities;
    - b. When requested by the City, the location of all overhead and underground public utility, telecommunication, cable, water, sewer, drainage and other facilities in the public way along the proposed route;
    - c. When requested by the City, the location(s), if any, for interconnection with the telecommunication facilities of others;
    - d. The specific trees, structures, improvements, facilities and obstructions, if any, that Franchisee proposes to temporarily or permanently alter, remove or relocate.
  - (2) If Franchisee is proposing to install overhead facilities, evidence of Franchisee's authorization to use each utility pole along the proposed route together with any conditions of use imposed by the pole owner(s) for each pole; if the overhead facilities are subsequently relocated underground, the Franchisee shall relocate underground at no cost to the City.
  - (3) If Franchisee is proposing to install underground facilities in existing ducts or conduits within the public ways, information in sufficient detail to identify:
    - a. Evidence of ownership or authorization to use such ducts or conduits;
    - b. Conditions of use imposed by the owner(s) of the ducts or conduits;
    - c. If known to Franchisee or reasonably ascertainable to Franchisee, the total capacity of such ducts or conduits; and
    - d. If known to Franchisee or reasonably ascertainable to Franchisee, amount of the total capacity within such ducts or conduits which will be occupied by Franchisee's facilities.
  - (4) If Franchisee is proposing to install underground facilities in new ducts or conduits within the public ways:
    - a. The location proposed for new ducts or conduits;
    - b. The total capacity of such ducts or conduits; and
    - c. The initial listing of collocated facilities located within Franchisee constructed or installed ducts or conduits.
  - (5) A preliminary construction schedule and completion date together with a traffic control plan in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) for any construction.
  - (6) Information to establish that the applicant has obtained all other governmental approvals and permits to construct and operate the facilities.
  - (7) Such other documentation and information regarding the facilities requested by the City.
- B. The requirements of this section do not apply to installation of optical cable necessary to connect a customer of Franchisee to a previously approved facility; provided that neither

excavation nor trenching in the public right of way is required, that the optical cable does not cross a distance of more than twenty feet from its point of connection to the approved facility and the point where it exits the public right-of-way, that the optical cable connection meets or exceeds all applicable technical standards required by law, that the optical cable connection is durable and installed in accordance with good engineering, construction, and installation practices and does not interfere with the public use of the public ways, or adversely affect public health, safety, or welfare, that the optical cable connection is constructed and installed to conform to all federal, state, local, and industry codes, rules, regulations, and standards, and that the optical cable connection does not damage or impair the City's urban forest.

- C. The requirements of this section do not apply to repair or maintenance of previously approved overhead facility; provided that the location and size of the previously approved facility is not materially changed, that no additional new facilities are constructed or installed, that the repair or maintenance activities are conducted in accordance with good engineering, repair, and maintenance practices and do not interfere with the public use of the public ways, or adversely affect public health, safety, or welfare, that maintenance or repair activities conform to all federal, state, local, and industry codes, rules, regulations, and standards, and that the repair or maintenance activities comply with Chapter 5.56 of the Kennewick Municipal Code.
- D. Franchisee shall not be granted development authorization or issued permits for construction or installation of new facilities unless Franchisee is in full compliance with the provisions of this Franchise and all of Franchisee's existing facilities have been expressly approved by the City in writing.

**Section 13. Hold Harmless and Assumption of Risk.**

- A. Hold Harmless.
  - (1) Franchisee hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its elected officials, officers, employees, servants, agents, and representatives against any and all claims, costs, damages, judgments, awards, or liability, of any kind whatsoever, to any person, including claims by Franchisee's own employees to which Franchisee might otherwise be immune under Title 51 RCW, arising from injury or death of any person or damage to property arising out of the acts or omissions of Franchisee, its officers, employees, servants, agents or representatives.
  - (2) Franchisee further releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its elected officials, officers, employees, servants, agents, and representatives from any and all claims, costs, damages, judgments, awards, or liability to any person, including claims by Franchisee's own employees, including those claims to which Franchisee might otherwise have immunity under Title 51 RCW, arising out of Franchisee's exercise of the rights, privileges, or authority granted by this Franchise which are made against the City,

in whole or in part, due to the City's ownership or control of the public ways or other City property, by virtue of the City permitting the Franchisee's entry, occupancy or use of the public ways, or based upon the City's inspection or lack of inspection of work performed by Franchisee, its officers, employees, servants, agents or representatives.

- (3) These hold harmless covenants include, but are not limited to claims against the City arising as a result of the acts or omissions of Franchisee, its officers, employees, servants, agents or representatives in barricading, instituting trench safety systems or providing other adequate warnings of any excavation, construction, or work in any public way or other public place in performance of work or services permitted under this Franchise.
- (4) Franchisee further agrees to indemnify, hold harmless and defend the City, its elected officials, officers, employees, servants, agents, and representatives against any claims for damages, including, but not limited to, business interruption damages and lost profits, brought by or under users of the Franchisee's facilities as the result of any interruption of service due to damage or destruction of the user's facilities caused by or arising out of damage or destruction of Franchisee's facilities, except to the extent any such damage or destruction is caused by or arises from the active sole negligence of the City.
- (5) In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Franchisee and the City, Franchisee's liability hereunder shall be only to the extent of Franchisee's negligence.
- (6) It is further specifically and expressly understood that the hold harmless covenants provided herein constitutes the Franchisee's waiver of immunity under Title 51 RCW. This waiver has been mutually negotiated by the parties.
- (7) Inspection or acceptance by the City of any work performed by Franchisee at the time of completion of construction or installation shall not be grounds for avoidance of any of these hold harmless covenants. Said hold harmless obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation.
- (8) In the event that Franchisee refuses the tender of defense in any suit or any claim, said tender having been made pursuant to the hold harmless covenants contained herein, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Franchisee, then Franchisee shall pay and be responsible for all of the City's costs for defense of the action, including all reasonable expert witness fees and reasonable attorneys' fees and the reasonable costs of the City, including reasonable attorneys' fees of recovering under this hold harmless clause.

B. Assumption of Risk.

- (1) Franchisee assumes the risk of damage to its facilities located in the City's public ways from activities conducted by third parties or the City, its elected officials, officers, employees, servants, agents, or representatives. Franchisee releases and waives any and all claims against the City, its elected officials, officers, employees, servants, agents, and representatives for damage to or destruction of the Franchisee's facilities except to the extent any such damage or destruction is caused by or arises from active sole negligence of the City.
- (2) Franchisee bears sole responsibility to insure its property. Franchisee shall ensure that its insurance contracts waive subrogation claims against the City, its elected officials, officers, employees, servants, agents, and representatives, and Franchisee shall indemnify, defend and hold harmless the City, its elected officials, officers, employees, servants, agents, and representatives against any and all subrogation claims if it fails to do so.

**Section 14. Insurance.** Franchisee shall obtain and maintain, at its cost, worker's compensation insurance and the following liability insurance policies insuring both Franchisee and the City, and its elected and appointed officers, officials, agents, employees, representatives, engineers, consultants, and volunteers as additional insureds against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges, and authority granted to Franchisee:

- A. Comprehensive general liability insurance, written on an occurrence basis, with limits not less than:
  - (1) \$5,000,000.00 for bodily injury or death to each person;
  - (2) \$5,000,000.00 for property damage resulting from any one accident; and
  - (3) \$5,000,000.00 for all other types of liability.
- B. Automobile liability for owned, non-owned and hired vehicles with a limit of \$1,000,000.00 per occurrence.
- C. The liability insurance policies required by this section shall be maintained by Franchisee throughout the term of this Franchise, such other periods of time during which Franchisee's facilities occupy public ways, and while Franchisee is engaged in the removal of its facilities. Franchisee shall provide an insurance certificate, together with an endorsement naming the City, and its elected and appointed officers, officials, agents, employees, representatives, engineers, consultants, and volunteers as additional insureds, to the City prior to the commencement of any construction or installation of any facilities pursuant to this Franchise or other work in a public way. Any deductibles or self-insured retentions must be declared to and approved by the City. Payment of deductibles and self-insured retentions shall be the sole responsibility of Franchisee. The insurance certificate required by this section shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the

limits of the insurer's liability. Franchisee's insurance shall be primary insurance with respect to the City, its officers, officials, employees, agents, consultants, and volunteers. Any insurance maintained by the City, its officers, officials, employees, consultants, agents, and volunteers shall be in excess of the Franchisee's insurance and shall not contribute with it.

- D. In addition to the coverage requirements set forth in this section, each such insurance policy shall contain an endorsement in a form which substantially complies with the following:

"It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until 10 days after receipt by the City, by registered mail, of a written notice addressed to the Kennewick City Manager of intent to cancel or not to renew for reason of nonpayment of premium and until 30 days after receipt by the City, by registered mail, of a written notice addressed to the Kennewick City Manager of intent to cancel or not to renew for reason for any other reason."

- E. At least ten (10) days prior to said cancellation or non-renewal, Franchisee shall obtain and furnish to the City replacement insurance policies meeting the requirements of this section.

**Section 15. Security Fund.** Franchisee shall establish and maintain a security fund in the amount of eight thousand dollars (\$8,000), at its cost, with the City by depositing such monies, bonds, letters of credit, or other instruments in such form and amount acceptable to the City. No sums may be withdrawn from the fund by Franchisee without consent of the City. The security fund shall be maintained at the sole expense of Franchisee so long as any of the Franchisee's facilities occupy a public way.

- A. The fund shall serve as security for the full and complete performance of this Franchise, including any claims, costs, damages, judgments, awards, or liability, of any kind whatsoever, the City pays or incurs, including civil penalties, because of any failure attributable to Franchisee to comply with the provisions of this Franchise or the codes, ordinances, rules, regulations, standards, or permits of the City.
- B. Before any sums are withdrawn from the security fund, the City shall give written notice to Franchisee:
- (1) Describing the act, default or failure to be remedied, or the claims, costs, damages, judgments, awards, or liability which the City has incurred or may pay by reason of Franchisee's act or default;
  - (2) Providing a reasonable opportunity for Franchisee to first remedy the existing or ongoing default or failure, if applicable;

- (3) Providing a reasonable opportunity for Franchisee to pay any monies due the City before the City withdraws the amount thereof from the security fund, if applicable; and
  - (4) Franchisee will be given an opportunity to review the act, default or failure described in the notice with the City or his or her designee.
- C. Franchisee shall replenish the security fund within fourteen (14) days after written notice from the City that there is a deficiency in the amount of the fund.
- D. Insufficiency of the security fund shall not release or relieve Franchisee of any obligation or financial responsibility.

**Section 16. Taxes, Charges, and Fees.**

- A. Franchisee shall pay and be responsible for all charges and fees imposed to recover actual administrative expenses incurred by the City that are directly related to receiving and approving this Franchise, any use and/or development authorizations which may be required, or any permit which may be required, to inspecting plans and construction, or to the preparation of a detailed statement pursuant to RCW Ch. 43.21C. Regular application and processing charges and fees imposed by the City shall be deemed to be attributable to actual administrative expenses incurred by the City but shall not excuse Franchisee from paying and being responsible for other actual administrative expenses incurred by the City.
- B. Franchisee shall pay and be responsible for taxes permitted by law.
- C. In addition to penalties and other remedies for which Franchisee may be subjected, the City reserves the right to impose site-specific charges for placement of structures used to provide personal wireless services. Unless otherwise agreed by the parties, such charges shall be an amount equal to at least one hundred percent (100%) of the costs of construction or installation of such structures.

**Section 17. Additional Ducts and Conduits.**

- A. Franchisee shall construct and install additional ducts and conduits when and where requested by the City and related structures necessary to access the ducts and conduits. Such ducts and conduits shall be readily accessible and available for governmental use as determined by the City in its sole discretion. Such ducts and conduits shall not be used to provide telecommunications or cable television service for hire, sale, or resale to the general public unless otherwise agreed by the parties. The City shall not be charged or responsible for any more than the incremental costs to construct and install such ducts and conduits, and the City shall not be charged or responsible for any use, maintenance, or repair costs.

- B. In lieu of constructing and installing additional conduits in overhead facilities, and as a condition of being allowed to place optical cable, optical cable housing, or splicing connections on existing utility poles as overhead facilities, Franchisee shall construct, install, maintain, and repair dark fiber, loops, splicing connections, and related structures necessary to access the dark fiber, for governmental use, at all locations where Franchisee constructs or installs overhead facilities. Franchisee shall construct, install, maintain, and repair ten (10) strands of dark fiber for governmental use at all locations along any route constructed by Franchisee, unless some other amount is mutually agreed by the parties for a particular location. Loops, splicing connections, and related structures necessary to access such dark fiber shall be constructed and installed by Franchisee at locations designated by the City along any route constructed by Franchisee under this Franchise. Such dark fiber, loops, and splicing connections shall be readily accessible and available for governmental use as determined by the City in its sole discretion. It is the City's responsibility to reimburse the Franchisee for Franchisee's actual costs to install the dark fiber service drops from the storage loops into the City's buildings or facilities as required. Such costs shall be provided to and approved by the City prior to commencement of any construction of such service drops by Franchisee. All such dark fiber, loops, splicing connections, and related structures shall be dedicated to governmental use and shall not be used by Franchisee. All such dark fiber, loops, splicing connections, and related structures shall not be used by the City to provide telecommunications or cable television service for hire, sale, or resale to the general public unless otherwise agreed by the parties.
- C. Except as expressly provided in this section, Franchisee shall not charge the City for any costs, of any kind whatsoever, for facilities provided by Franchisee in accordance with this section.

**Section 18. Access to Facilities and Universal Service.**

- A. Franchisee shall provide access to its facilities by hire, sale, or resale on a nondiscriminatory basis. If Franchisee purports to serve the general public, it shall make its telecommunications services available to any customer within its franchise area who shall request such service whenever feasible, without discrimination as to the terms, conditions, rates or charges for the Franchisee's services; provided, however, that nothing in this section shall prohibit Franchisee from making any reasonable classifications among differently situated customers.
- B. Franchisee shall provide Internet access to users of City property, at locations requested by the City, if it is practicable. Franchisee and the City may enter into a separate agreement or agreements regarding the allocation of costs to construct, install, operate, maintain, repair, and remove facilities needed to provide such access; provided, however, that nothing herein shall require the City to accept construction or installation of facilities on City property.

**Section 19. Acquisition of Facilities.** Upon Franchisee's acquisition of any facilities in the public way, or upon any addition or annexation to the City of any area in which Franchisee has facilities, such facilities shall immediately be subject to the terms of this Franchise without further action of the City or Franchisee.

**Section 20. One-Call System.** Franchisee is responsible for complying with the provisions of Washington's One-Call statutes: RCW Ch. 19.122.

**Section 21. Vacation of Public Ways.** The City reserves the right to vacate any public way which is subject to rights, privileges, and authority granted by this Franchise. If Franchisee has facilities in such public way, the City shall reserve an easement for Franchisee.

**Section 22. Duty to Provide Information.** Within ten (10) days of a written request from the City, Franchisee shall furnish the City with all requested information sufficient to demonstrate:

- A. That Franchisee has complied with all requirements of this Franchise;
- B. That taxes, fees, charges, or other costs owed or payable by Franchisee have been properly collected and paid; and
- C. Franchisee's obligations under this section are in addition to those provided in subsection 4(E).

**Section 23. Records.**

- A. Franchisee will manage all of its operations in accordance with a policy of keeping its documents and records open and accessible to the City. The City will have access to, and the right to inspect, any documents and records of Franchisee and its affiliates that are reasonably necessary for the enforcement of this Franchise or to verify Franchisee's compliance with terms or conditions of this Franchise. Franchisee will not deny the City access to any of Franchisee's records on the basis that Franchisee's documents or records are under the control of any affiliate or a third party.
- B. All documents and records maintained by Franchisee shall be made available for inspection by the City at reasonable times and intervals; provided, however, that nothing in this section shall be construed to require Franchisee to violate state or federal law regarding subscriber privacy, nor shall this section be construed to require Franchisee to disclose proprietary or confidential information without adequate safeguards for its confidential or proprietary nature.
- C. One copy of documents and records requested by the City will be furnished to the City at the cost of Franchisee. If the requested documents and records are too voluminous or for security reasons cannot be copied or removed, then Franchisee may request, in writing within ten (10) days of the City's request, that the City inspect them at Franchisee's local office. If any documents or records of Franchisee are not kept in a local office and/or are

not made available in copies to the City, and if the City determines that an examination of such documents or records is necessary or appropriate for the enforcement of this Franchise, or to verify Franchisee's compliance with terms or conditions of this Franchise, then all reasonable travel and related costs incurred in making such examination shall be paid by Franchisee.

**Section 24. Assignment or Transfer.** Franchisee's rights, privileges, and authority under this Franchise, and ownership or working control of facilities constructed or installed pursuant to this Franchise, may not, directly or indirectly, be transferred, assigned or disposed of by sale, lease, merger, consolidation or other act of Franchisee, by operation of law or otherwise, except as provided herein, or without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. Any transfer, assignment or disposal of Franchisee's rights, privileges, and authority under this Franchise, or ownership or working control of facilities constructed or installed pursuant to this Franchise, may be subject to reasonable conditions as may be prescribed by the City.

- A. No rights, privileges, or authority under this Franchise shall be assigned, transferred, or disposed of in any manner within twelve 12 months after the effective date of this Franchise.
- B. Absent extraordinary and unforeseeable circumstances, no facility shall be assigned, transferred, or disposed of before construction of the facility has been completed and restoration has been performed to the satisfaction of the City.
- C. Franchisee and the proposed assignee or transferee shall provide and certify the following information to the City not less than one hundred and fifty (150) days prior to the proposed date of assignment, transfer, or disposal:
  - (1) Complete information setting forth the nature, terms and condition of the proposed assignment, transfer, or disposal;
  - (2) Any other information reasonably required by the City; and
  - (3) A transfer application fee in an amount to be determined by the City to recover actual administrative costs directly related to receiving and approving the proposed assignment, transfer, or disposal.
- D. No assignment, transfer, or disposal may be made or shall be approved unless the assignee or transferee has the legal, technical, financial, and other requisite qualifications to operate, maintain, repair, and remove facilities constructed or installed pursuant to this Franchise and to comply with the terms and conditions of this Franchise.
- E. Any transfer, assignment, or disposal of rights, privileges, and authority under this Franchise or ownership or working control of facilities constructed or installed pursuant to this Franchise, without prior written approval of the City pursuant to this section shall be void and is cause for termination of this Franchise.

- F. Any transactions which singularly or collectively result in a change of fifty percent (50%) or more of the ownership or working control of the Franchisee, of the ownership or working control of affiliated entities having ownership or working control of Franchisee, or of control of the telecommunications capacity or bandwidth of Franchisee, shall be considered an assignment or transfer requiring City approval. Transactions between affiliated entities are not exempt from City approval. Franchisee shall promptly notify the City prior to any proposed change in, or transfer of, or acquisition by any other party of control of Franchisee. Every change, transfer, or acquisition of control of Franchisee shall cause a review of the proposed transfer. City approval shall not be required for mortgaging purposes or if said transfer is from Franchisee to another person controlled by Franchisee.
- G. All terms and conditions of this Franchise shall be binding upon all successors and assigns of Franchisee and all persons who obtain ownership or working control of any facility constructed or installed pursuant to this Franchise.

**Section 25. Violations, Noncompliance, and Other Grounds for Termination or Cancellation.**

- A. This Franchise, and any right, privilege or authority of Franchisee to enter, occupy or use public ways may be terminated or cancelled by the City for the following reasons:
- (1) Violation of or noncompliance with any term or condition of this Franchise by Franchisee;
  - (2) Violation of or noncompliance with the material terms of any use and/or development authorization or required permit by Franchisee;
  - (3) Construction, installation, operation, maintenance, or repair of facilities on, in, under, over, across, or within any public way without Franchisee first obtaining use and/or development authorization and required permits from the City and all other appropriate regulatory authorities;
  - (4) Unauthorized construction, installation, operation, maintenance, or repair of facilities on City property;
  - (5) Misrepresentation or lack of candor by or on behalf of Franchisee in any application or written or oral statement upon which the City relies in making the decision to grant, review or amend any right, privilege or authority to Franchisee;
  - (6) Abandonment of facilities;
  - (7) Failure of Franchisee to pay taxes, fees, charges or costs when and as due; or
  - (8) Insolvency or bankruptcy of Franchisee.
- B. In the event that the City believes that grounds exist for termination or cancellation of this Franchise or any right, privilege or authority of Franchisee to enter, occupy or use public ways, Franchisee shall be given written notice, and providing Franchisee a reasonable period of time not exceeding thirty (30) days to furnish evidence:

- (1) That corrective action has been, or is being actively and expeditiously pursued, to remedy the violation, noncompliance, or other grounds for termination or cancellation;
  - (2) That rebuts the alleged violation, noncompliance, or other grounds for termination or cancellation; or
  - (3) That it would be in the public interest to impose some penalty or sanction less than termination or cancellation.
- C. In the event that Franchisee fails to provide evidence reasonably satisfactory to the City as provided in subsection (B) of this section, the City shall refer the apparent violation, noncompliance, or other grounds for termination or cancellation to the City Council. The City Council shall provide the Franchisee with notice and a reasonable opportunity to be heard concerning the matter.
- D. If the City Council determines that the violation, noncompliance, or other grounds for termination or cancellation arose from willful misconduct or gross negligence by Franchisee, then, Franchisee shall, at the election of the City Council, forfeit all rights, privileges and authority conferred under this Franchise or any use and/or development authorization or permit granted by the City, and this Franchise and any such use and/or development authorization or permit may be terminated or cancelled by the City Council. The City Council may elect, in lieu of the above and without any prejudice to any of its other legal rights and remedies, to pursue other remedies, including obtaining an order compelling Franchisee into compliance or to take corrective action, or to recover damages and costs incurred by the City by reason of Franchisee's actions or omissions. The City Council shall utilize the following factors in analyzing the nature, circumstances, extent, and gravity of the actions or omissions of Franchisee:
- (1) Whether the misconduct was egregious;
  - (2) Whether substantial harm resulted;
  - (3) Whether the violation was intentional;
  - (4) Whether there is a history of prior violations of the same or other requirements;
  - (5) Whether there is a history of overall compliance; and
  - (6) Whether the violation was voluntarily disclosed, admitted or cured.
- E. The City Council's choice of remedy shall not excuse Franchisee from compliance with any term or condition of this Franchise or the material terms of any use and/or development authorization or required permit by Franchisee. Franchisee shall have a continuing duty to remedy any violation, noncompliance, or other grounds for termination or cancellation. Further, nothing herein shall be construed as limiting any remedies that the City may have, at law or in equity, for enforcement of this Franchise and any use and/or development authorization or permit granted to Franchisee.

**Section 26. Notices.**

- A. Any regular notice or information required or permitted to be given to the parties under this Franchise may be sent to the following addresses unless otherwise specified:

The City: City of Kennewick  
Attn: City Manager  
P.O. Box 6108  
Kennewick, WA 99336  
Phone: (509) 585-4238

Franchisee: Desert Winds Wireless LLC  
9501 W. Clearwater Ave. Suite A110  
Kennewick, WA 99336  
Attn: Tyler Chappell  
(509) 591-0808 or (509) 438-2927 cell

- B. Franchisee shall additionally provide a phone number and designated responsible officials to respond to emergencies. After being notified of an emergency, Franchisee shall cooperate with the City and make best efforts to immediately respond to minimize damage, protect the health and safety of the public and repair facilities to restore them to proper working order. Annually, on request of the City, Franchisee will meet with City emergency response personnel to coordinate emergency management operations and, at least once a year, at the request of the City, actively participate in emergency preparations.

**Section 27. Non-Waiver.** The failure of the City to exercise any rights or remedies under this Franchise or to insist upon compliance with any terms or conditions of this Franchise shall not be a waiver of any such rights, remedies, terms or conditions of this Franchise by the City and shall not prevent the City from demanding compliance with such terms or conditions at any future time or pursuing its rights or remedies.

**Section 28. Eminent Domain.** This Franchise is subject to the power of eminent domain and the right of the City Council to repeal, amend or modify the Franchise in the interest of the public. In any proceeding under eminent domain, the Franchise itself shall have no value.

**Section 29. Limitation of Liability.** Administration of this Franchise may not be construed to create the basis for any liability on the part of the City, its elected officials, officers, employees, servants, agents, and representatives for any injury or damage from the failure of the Franchisee to comply with the provisions of this Franchise; by reason of any plan, schedule or specification review, inspection, notice and order, permission, or other approval or consent by the City; for any action or inaction thereof authorized or done in connection with the implementation or enforcement of this Franchise by the City; or for the accuracy of plans submitted to the City.

**Section 30. Damage to Facilities.** Unless directly and proximately caused by the active sole negligence of the City, the City shall not be liable for any damage to or loss of any facilities as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling, or work of any kind on, in, under, over, across, or within a public way done by or on behalf of the City.

**Section 31. Governing Law and Venue.** This Franchise and use of the applicable public ways will be governed by the laws of the State of Washington, unless preempted by federal law. Franchisee agrees to be bound by the laws of the State of Washington, unless preempted by federal law, and subject to the jurisdiction of the courts of the State of Washington. Any action relating to this Franchise must be brought in the Superior Court of Washington for Benton County, or in the case of a federal action, the United States District Court for the Eastern District of Washington at Richland, Washington, unless an administrative agency has primary jurisdiction.

**Section 32. Severability.** If any section, sentence, clause or phrase of this Franchise or its application to any person or entity should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality will not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Franchise nor its application to any other person or entity; provided that, if any term or condition of this Franchise relating to Franchisee's right, privilege, or authority to place optical cable, optical cable housing, and splicing connections on existing utility poles as overhead facilities is held to be invalid or unconstitutional by a court of competent jurisdiction, Franchisee's authority to construct, install, operate, maintain, or repair overhead facilities shall be deemed void *ab initio*, any overhead facilities shall be deemed to be unauthorized, and Franchisee shall be authorized only to place facilities underground.

**Section 33. Miscellaneous.**

- A. Equal Employment and Nondiscrimination. Throughout the term of this Franchise, Franchisee will fully comply with all equal employment and nondiscrimination provisions and requirements of federal, state, and local laws, and in particular, FCC rules and regulations relating thereto.
- B. Local Employment Efforts. Franchisee will use reasonable efforts to utilize qualified local contractors, including minority business enterprises and women business enterprises, whenever the Franchisee employs contractors to perform work under this Franchise.
- C. Descriptive Headings. The headings and titles of the sections and subsections of this Franchise are for reference purposes only and do not affect the meaning or interpretation of the text herein.
- D. Costs and Attorneys' Fees. If any action or suit arises in connection with this Franchise, the substantially prevailing party will be entitled to recover all of its reasonable costs,

including attorneys' fees, as well as costs and reasonable attorneys' fees on appeal, in addition to such other relief as the court may deem proper.

- E. No Joint Venture. Nothing herein will be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with the other.
- F. Mutual Negotiation. This Franchise was mutually negotiated by the Franchisee and the City and has been reviewed by the legal counsel for both parties. Neither party will be deemed to be the drafter of this Franchise.
- G. Third-Party Beneficiaries. There are no third-party beneficiaries to this Franchise.
- H. Actions of the City or Franchisee. In performing their respective obligations under this Franchise, the City and Franchisee will act in a reasonable, expeditious, and timely manner. Whenever this Franchise sets forth a time for any act to be performed by Franchisee, such time shall be deemed to be of the essence, and any failure of Franchisee to perform within the allotted time may be considered a material breach of this Franchise, and sufficient grounds for the City to invoke any relevant remedy.
- I. Entire Agreement. This Franchise represents the entire understanding and agreement between the parties with respect to the subject matter and supersedes all prior oral and written negotiations between the parties.
- J. Modification. The parties may alter, amend or modify the terms and conditions of this Franchise upon written agreement of both parties to such alteration, amendment or modification. Nothing in this subsection shall impair the City's exercise of authority reserved to it under this Franchise.
- K. Non-exclusivity. This Franchise does not confer any exclusive right, privilege, or authority to enter, occupy or use public ways for delivery of telecommunications services or any other purposes. This Franchise is granted upon the express condition that it will not in any manner prevent the City from granting other or further franchises in, on, across, over, along, under or through any public way.
- L. Rights Granted. This Franchise does not convey any right, title or interest in public ways, but shall be deemed only as authorization to enter, occupy, or use public ways for the limited purposes and term stated in this Franchise. Further, this Franchise shall not be construed as any warranty of title.
- M. Contractors and Subcontractors. Franchisee's contractors and subcontractors must be licensed and bonded in accordance with the City's ordinances, rules, and regulations. Work by contractors and subcontractors is subject to the same restrictions, limitations and conditions as if the work were performed by Franchisee.

**Section 34. Acceptance of Franchise.** Within thirty (30) days after the passage and approval of this ordinance, this Franchise may be accepted by the Franchisee by its filing with the City Clerk an unconditional written acceptance thereof. Failure of the Franchisee to so accept this Franchise within said period of time shall be deemed a rejection thereof by the Franchisee, and the rights, privileges, and authority herein granted shall, after the expiration of the 30-day period, absolutely cease and terminate, unless the time period is extended by ordinance duly passed for that purpose.

**Section 35. Publication.** The City Clerk is authorized and directed to publish a summary hereof in accordance with Revised Code of Washington §§ 35A.13.200 and 35A.12.160.

**Section 36. Effective Date.** This ordinance shall be in full force and effect five days from and after its passage, approval and publication as required by law, but if, and only if, the Franchisee has endorsed this ordinance and accepted the terms and conditions thereof prior to 30 days after passage.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 5<sup>th</sup> day of November, 2019, and signed in authentication of its passage this 5<sup>th</sup> day of November, 2019.

Attest:

\_\_\_\_\_  
DON BRITAIN, Mayor

\_\_\_\_\_  
TERRI WRIGHT, City Clerk

ORDINANCE NO. 5838 filed and recorded  
in the office of the City Clerk of the City of  
Kennewick, Washington this 6<sup>th</sup> day of  
November, 2019.

Approved as to Form:

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

\_\_\_\_\_  
TERRI WRIGHT, City Clerk

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

**ACCEPTANCE:**

The provisions of this Franchise are agreed to and hereby accepted. By accepting this Franchise, Franchisee covenants and agrees to perform and be bound by each and all of the terms and conditions imposed by the franchise and the municipal code and ordinances of the City.

**DESERT WINDS WIRELESS LLC**

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

Printed Name: Dustin DeCoria

Title: Owner

**CERTIFICATION OF COMPLIANCE WITH CONDITIONS AND EFFECTIVE DATE:**

I certify that I have received confirmation that: (1) the Franchisee returned a signed copy of this Franchise to the City Council in accordance with this Franchise; (2) the Franchisee has presented to the City acceptable evidence of insurance and security as required in this Franchise; and (3) the Franchisee has paid all applicable processing costs set forth in the franchise.

The effective date of this Franchise ordinance is: \_\_\_\_\_.

**CITY OF KENNEWICK**

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

Printed Name: Terri Wright

Title: City Clerk

# Council Agenda Coversheet



Agenda Item Number	5.d.	Council Date	11/05/2019
Agenda Item Type	Ordinance		
Subject	Syringe Exchange Program - Zoning Definitions		
Ordinance/Reso #	5839	Contract #	
Project #		Permit #	
Department	City Attorney		

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

### Recommendation

Council adopt Ordinance 5839 which adds Section 18.09.2055, definition of Syringe Exchange Program.

### Motion for Consideration

I move to adopt Ordinance 5839.

### Summary

See attached Memorandum and Staff Report presented to the Planning Commission.

### Alternatives

None recommended.

### Fiscal Impact

None.

Through

Dept Head Approval

City Mgr Approval

Lisa Beaton	
Oct 30, 11:56:44 GMT-0700 2019	
Marie Mosley	
Oct 31, 22:57:04 GMT+0700 2019	

Attachments:

Planning Commission Minutes  
Memorandum  
Planning Commission Staff Report  
Ordinance

Recording  
Required?

CITY OF KENNEWICK  
ORDINANCE NO. 5839

AN ORDINANCE RELATING TO ZONING DEFINITIONS AND ADDING A  
NEW SECTION 18.09.2055 TO THE KENNEWICK MUNICIPAL CODE

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

**Section 1.** There is hereby added a new Section 18.09.2055 to the Kennewick Municipal Code,  
to read as follows:

**18.09.2055: Syringe Exchange Program:**

Syringe Exchange Program is a Non-Profit Program that provides sterile syringe access,  
disposal of used syringes and/or exchange to Intravenous Drug Users (IDU's), while also  
referring and linking IDU's to HIV and viral hepatitis prevention services, substance abuse  
treatment, medical and mental health care.

(Ord. 5839 Sec. 1, 2019)

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

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this  
5<sup>th</sup> day of November, 2019, and signed in authentication of its passage this 5<sup>th</sup> day of November,  
2019.

Attest:

\_\_\_\_\_  
DON BRITAIN, Mayor

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

ORDINANCE NO. 5839 filed and recorded  
in the office of the City Clerk of the City of  
Kennewick, Washington this 6<sup>th</sup> day of  
November, 2019.

Approved as to Form:

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

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

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

# KENNEWICK CITY ATTORNEY'S OFFICE

November 1, 2019

## MEMORANDUM

TO: Kennewick City Council

FROM: Lisa Beaton, City Attorney

RE: Syringe Exchange Program

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Ordinance 5839 and Ordinance 5840 amend Title 18 of the City's zoning code by adopting regulations to mitigate the potential public health and safety consequences of siting a syringe exchange facility in the City of Kennewick. As Council may recall, in the spring of this year a syringe exchange program began occupying a building in Kennewick. At that time, the City did not have any regulations in place to address this type of use. City Council held two workshops on this issue and directed staff to research and draft regulations for syringe exchange. After conferring with the State Department of Health and the local Department of Health, as well as reviewing regulations in other states, staff prepared draft regulations for the siting of syringe exchange programs. The proposed revisions were sent to the Department of Commerce for expedited review on August 14, 2019. SEPA review was completed by Planning staff and a determination of non-significance was issued for the proposed regulations. The appeal period for the SEPA determination expired September 18, 2019, with no appeals having been filed.

A public hearing was held on the proposed regulations on October 21, 2019. Three people, including the operator of the syringe exchange, testified in opposition to the proposed regulations, asserting that no regulations should be adopted by the City because this was an "essential public facility" per RCW 36.70A.200. Essential Public Facilities as defined under RCW 36.70A.200 are those facilities that are typically difficult to site such as airports, state education facilities, state and regional transportation facilities, regional transit authority facilities, correctional facilities, solid waste facilities, inpatient facilities including substance abuse facilities, mental health facilities, group homes, and secure community transition facilities. Cities may not preclude essential public facilities and are required as a part of their comprehensive plans and development regulations to adopt a process to site essential public facilities. Cities may adopt regulations to mitigate the potential adverse effects of essential public facilities. WAC 365-196-550. Syringe exchange is not a drug treatment facility, it is not a group home, it is not a mental health facility, nor is it separately listed by the State, the County, or the City as an essential public facility. Even if syringe exchange programs were determined to be an essential public facility, the proposed regulations do not prohibit syringe exchange, but establish three commercial zones where they can be sited and attempts to mitigate the potential adverse public health and safety aspects of this type of land use. The proposed regulations will allow syringe exchange to be located adjacent to or co-located with a drug treatment facility. The proposed regulations do not change the zoning for the property where the syringe exchange is currently located, nor do the regulations require the program to change its current operations. After closing

## KENNEWICK CITY ATTORNEY'S OFFICE

the public hearing, the Planning Commission voted unanimously to recommend Council approve Ordinances 5839 and 5840.

The proposed amendments will amend Title 18 as follows:

- KMC 18.09.2055 Defines “Syringe Exchange Program” using the definition from the State Department of Health.
- KMC 18.12.010 B.1 Adds a new category to the table and identifying Commercial Community, Commercial Regional and Commercial General as the zones where syringe exchanges can be located; identifies the review process as staff review and cross references KMC 18.12.245 for the specific regulations for this use.
- KMC 18.12.245 Adds a new section to KMC 18.12 titled “Syringe Exchange Programs”
  - Imposes distance restrictions from residential zones, schools, parks, public facilities and other syringe exchange programs.
  - It prohibits distribution to minors and requires business hours to be limited to daytime.
  - It requires proper storage and disposal of syringes, as well as requires the owner to keep the premises and public right of ways free of used needles, debris, and garbage.
  - It requires the program to operate on a one-for-one plus basis providing 10 extra syringes regardless of the amount brought in with a limit of no more than 100 new syringes provided per visit.
  - It requires new syringes that are distributed to have an identifiable unified color or mark to identify the source as being that specific Syringe Exchange Program.

**Staff Report**  
**Syringe Exchange Programs**  
**Amendments to Title 18**

**Date: October 15, 2019**

**To: City of Kennewick Planning Commission**

**From: City Attorney's Office, Lisa Beaton, City Attorney**

**BACKGROUND**

In the Spring of this year a non-profit syringe exchange program began to occupy a building owned by Ideal Options in Kennewick. At that time the City did not have any zoning regulations in place to regulate this type of use. The syringe exchange program has since moved to another location in Kennewick and is operated out of a van. Syringe exchange programs are lawful as determined by the State Supreme Court in the 1992 case *Spokane County Health District v. Brockett*, 120 Wash.2d 140 (1992). Syringe exchange programs are an approved method of “harm reduction” and as such are supported by a Department of Health state grant program. Per RCW 71.24.590 the City has limited authority to regulate needle exchanges to mitigate the potential public health and safety issues related to this type of use. The City can define “syringe exchange” in its land use code, it can determine which zones to permit syringe exchange, and it can prohibit “safe injection” sites or programs. The City can require distance restrictions, limit the hours of operation, require proper storage and disposal, as well as prohibit the exchange of syringes with minors.

**PROPOSAL**

- KMC 18.09.2055 Defines “Syringe Exchange Program” using the definition from the State Department of Health.
- KMC 18.12.010 B.1 Adding a new category to the table and identifying Commercial Community, Commercial Regional and Commercial General as the zones where syringe exchanges can be located; identifies the review process as staff review and cross references KMC 18.12.245 for the specific regulations for this use.
- KMC 18.12.245 Adds a new section to KMC 18.12 titled “Syringe Exchange Programs”
  - Imposes distance restrictions from residential zones, schools, parks, public facilities and other syringe exchange programs.
  - It prohibits distribution to minors and requires business hours to be limited to daytime.
  - It requires proper storage and disposal of syringes, as well as requires the owner to keep the premises and public right of ways free of used needles, debris, and garbage.

- It requires the program to operate on a one-for-one plus basis providing 10 extra syringes regardless of the amount brought in with a limit of no more than 100 new syringes provided per visit.
- It requires new syringes that are distributed to have an identifiable unified color or mark to identify the source as being that specific Syringe Exchange Program.

## **FINDINGS**

1. The proposed revisions to the KMC will provide staff a means to implement conditions to mitigate some of the potential negative public health and safety impacts of this type of land use.
2. Proposed revisions have been sent to the Washington State Department of Commerce for review as required under RCW 36.70A.106 on August 14, 2019. Acknowledgement that Kennewick was granted expedited review and met the Growth Management Act notice to state agency requirements in 36.70A.106 was received on August 28, 2019.
3. A Determination of Non-Significance was issued for proposed amendments to KMC 18.09 and KMC 18.12. The appeal period expired on September 18, 2019.
4. Notice of the public hearing on the proposed amendments was published in the Tri-City Herald on October 6, 2019.

## **CONCLUSION**

The City has the authority to regulate this land use to mitigate the potential public health and safety issues related to this use. Through adoption of the proposed amendments to Title 18, the City will have the tools to properly regulate this use to mitigate the potential risks.

## **RECOMMENDATION**

Staff recommends that the Planning Commission concur with the proposed changes, findings and conclusions and recommend approval to City Council.

**KENNEWICK PLANNING COMMISSION  
OCTOBER 21, 2019  
MEETING MINUTES**

**CALL TO ORDER**

Chairman Pacheco called the meeting to order at 6:30 p.m.

Commissioner Helgeson led the Pledge of Allegiance.

Recorder Melinda Didier called the roll and found the following:

Present: Commissioners Robert Rettig, James Hempstead, Clark Stolle, Thomas Helgeson, Anthony Moore, and Chairman Ed Pacheco.

Excused: Vice Chairman Victor Morris.

Unexcused: None

Staff Present: Lisa Beaton, City Attorney; Wes Romine, Development Services Manager; Melinda Didier, Community Planning Administrative Assistant/Recorder

**CONSENT AGENDA**

- a. Approval of Agenda
- b. Approval of the September 16, 2019 Meeting Minutes
- c. Motion to enter Staff Reports into the Record

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

**PUBLIC HEARINGS**

**Chairman Pacheco opened the public hearing at 6:33 p.m. for Zoning Ordinance Amendment (ZOA) No. 19-07/AMD-2019-02719, proposing to amend Kennewick Municipal Code (KMC) Section 18-09 – Definitions and 18.12 – Zone Districts and Standards to regulate Syringe Exchange Programs in the City of Kennewick. Applicant is City of Kennewick.**

Ms. Beaton gave a background on the proposal and a brief overview of the memorandum of staff report; Ms. Beaton explained that Syringe Exchange programs are lawful in the State of Washington; these amendments to Title 18 will define the program and add a new category to the zoning use table and identify Commercial Community, Commercial Regional, and Commercial General as the zones where syringe exchanges can be located. Staff recommends that the Planning Commission concur with the Findings and Conditions of Staff Report ZOA 19-07, and recommend to City Council APPROVAL of the request.

**Planning Commission questions included:** Where did the City come up with the 1 for 1 plus 10 for needle exchange; Ms. Beaton said she did a lot of research; when there's more clean needles that are out there, the better for that process, but it should have some limitations; Did research and for best public health came up with this number; Can we come back and revisit if we find more needles left in public areas; Can the exchange of needles occur as it is, mobile; At what point do we further define the zone limitations, setbacks, etc. Ms. Beaton said a site plan would be required and would be same zoning limitations as a health clinic; What are our regulations in regard to Sharps Containers; Ms. Beaton said just like any other medical facility for disposal of used needles. Where can they be located and how were distances considered; Ms. Beaton said while reviewing liquor licenses that's where I got the distance restriction, liquor establishments. Is it 1000 feet from any other needle exchange all other uses 500 feet.; Ed – distance restrictions just a guide like liquor licenses; Can they get 99 needles; How is it enforced; Ms. Beaton said like all other code violations they are complaint based through code enforcement; If the public wants to change it do they go to council or planning commission; Can you describe what flexible distances mean; Ms. Beaton said it's not flexible for staff to change, it would need code amendment. Commission 18.12.245 header reads.

Commissioner Helgeson noted a typographical error on page 1 of Ordinance No.5840, it reads "Section 18.12.045", it should read "Section 18.12.245". Ms. Beaton said the correction will be made on the ordinance draft.

**Testimony of Applicant/Applicant's Representative:**

City of Kennewick is the applicant.

**Testimony in favor:**

None

**Testimony neutral or against:**

Everett Maroon  
1009 Francis Avenue  
Walla Walla 99362

Proposal didn't address RCW 71.24.590, Kennewick City would be first place in State of Washington to address putting their own codes out there; not science based, transparent, don't operate a mobile unit; have a lease with Ideal Options; have to log into our systems first, only open from 11 am to 3 pm; these are our kids, parents, neighbors, we need essential programs.

Jeffrey Robinson  
3803 W Nixon Street  
Pasco 99301

Know that you have best interests at heart, but you're putting yourself at a legal liability situation with restrictions; syringe exchange is an "Essential Public Facility" that cannot be restricted; you don't subject any other program to daylight hours, a message is being sent with this by having it right before City Council election; there are number of liabilities for the City, does this qualify for over burdensome regulations, that's the fundamental question that needs to be addressed.

Bethany Hickey  
1812 W 18<sup>th</sup> Avenue  
Kennewick 99337

To address things brought up, restrictions will be more harmful than good; will bring a health equity issue, if zoned so much it will be hard for people to access the services, will it grandfather any existing exchanges; try hard to teach children about kindness and helping people - this kind of policy demonizes people.

**Staff final comments:** Ms. Beaton said that at a workshop, the director of Blue Mountain Exchange said they were operating a van out of the Ideal Options parking lot which is zoned CC; these are pretty straightforward, they are already complying with the regulations, this doesn't change the existing zoning or rezoning matches current use; essential public facility hasn't been defined as such by the State, is pairing them with treatment facilities, substance abuse facilities located in commercial areas, nothing about code will change the existing use; in terms of cleanup of property they will comply with that, no recent complaints about it from surrounding businesses to the property.

**Public Testimony for ZOA 19-07 closed at 7:05 p.m.**

Chairman Pacheco asked for a motion.

Commissioner Hempstead moved to concur with the findings and conclusions in staff report ZOA 19-07 and forward a recommendation to City Council APPROVAL of the request; Commissioner Rettig seconded the motion.

Planning Commission discussion included: Are the syringes able to be marker identified; Ms. Beaton said syringe created does have a particular mark or color. Commissioner Helgeson asked what the daytime hour limitations are based on; Ms. Beaton said they're the only one in the city and bi-county area; doesn't know if Ideal Option operates later in the evening.

The motion passed unanimously on a roll call vote.

**VISITORS NOT ON AGENDA:**

None

**OLD BUSINESS:**

- a. City Council Action Updates – None

**NEW BUSINESS:**

- a. None

**REPORTS, COMMENTS, OR DISCUSSION OF COMMISSIONERS AND STAFF:**

None

**ADJOURNMENT:**

The meeting was adjourned at 7:09 p.m.

# Council Agenda Coversheet



Agenda Item Number	5.e.	Council Date	11/05/2019
Agenda Item Type	Ordinance		
Subject	Syringe Exchange Program		
Ordinance/Reso #	5840	Contract #	
Project #		Permit #	
Department	City Attorney		

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

## Recommendation

That Council adopt Ordinance 5840 relating to the Syringe Exchange Program.

## Motion for Consideration

I move to adopt Ordinance 5840.

## Summary

See attached Memorandum and the Staff Report presented to the Planning Commission.

## Alternatives

None recommended.

## Fiscal Impact

None.

Through	Bonnie Lanning Oct 30, 11:47:26 GMT-0700 2019
Dept Head Approval	Lisa Beaton Oct 30, 11:55:39 GMT-0700 2019
City Mgr Approval	Marie Mosley Oct 31, 22:58:48 GMT+0700 2019

Attachments:

Planning Commission Minutes
Memorandum
Planning Commission Staff Report
Ordinance

Recording  
Required?

CITY OF KENNEWICK  
ORDINANCE NO. 5840

AN ORDINANCE RELATING TO A SYRINGE EXCHANGE PROGRAM  
AND NON-RESIDENTIAL USES AND AMENDING SECTION 18.12.010 B.1  
AND ADDING A NEW SECTION 18.12.045 TO THE KENNEWICK  
MUNICIPAL CODE

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

**Section 1.** Section 18.12.010 B.1 of the Kennewick Municipal Code, be, and the same hereby is, amended to add the Syringe Exchange Program to the Nonresidential Use Table to read as follows:

18.12.010 B.1: - Table of Non-Residential Uses.

The following table list uses allowed by zone and the applicable City review process as follows: Review Process I = Staff review, Review Process II = Conditional Use Permit. If a use is listed with a blank, it shall be prohibited in that zone. For certain categories of uses, additional requirements are also noted.

Nonresidential Uses	RS	RL	RM	RH	RMH	RTP	UMU	CN	CO	CBD	CC	CR	CAR	CG	CM	HMU	BP	IP	IL	IH	JF	PF	OS
---------------------	----	----	----	----	-----	-----	-----	----	----	-----	----	----	-----	----	----	-----	----	----	----	----	----	----	----

...

<a href="#">Syringe Exchange Program (See Title 18.12.245)</a>											I	I		I										

...

( [Ord. 5840 Sec. 1, 2019](#); [Ord. 5748 Sec. 2, 2018](#); [Ord. 5712 Sec. 3, 2017](#); Ord. 5670 Sec. 1, 2016; Ord. 5572 Sec. 1, 2014; Ord. 5542 Sec. 2, 2014; Ord. 5462 Sec. 4, 2012; Ord. 5434 Sec. 5, 2011; Ord. 5309 Sec. 10, 2010; Ord. 5262 Sec. 3, 2009; Ord. 5244 Sec. 3, 2008; Ord. 5204 Sec. 7, 2007; Ord. 5180 Sec. 1, 2007)

**Section 2.** There is hereby added a new Section 18.12.245 to the Kennewick Municipal Code, to read as follows:

**18.12.245 Syringe Exchange Program :**

(1) Syringe Exchange Programs as defined by 18.09.2055, is recognized as being a use which may prove detrimental in certain circumstances to surrounding neighborhoods and thereby the following regulations are imposed.

- (2) No Syringe Exchange Program, shall be located
  - (a) Within 500 feet of any residential or urban mixed use zone;
  - (b) Within 500 feet of any public or private school, or any trade or vocational school that on a regular basis has at least one student under the age of 18;
  - (c) Within 500 feet of any park or any public facility or institution;
  - (d) Within 1,000 feet of another syringe exchange program;

- (3) No person owning, operating or managing a syringe exchange program or their employee or agent or volunteer shall invite, allow or permit any person under the age of 18 to enter or remain on the premises of a Syringe Exchange Program or participate in a Syringe Exchange Program.
- (4) The Business hours for a Syringe Exchange Program shall be limited to daytime hours.
- (5) The Syringe Exchange Program shall comply with State statutes and regulations regarding proper storage, handling and disposal of biohazard/sharps.
- (6) The Garbage containers on the premises must be secure and screened from view of the public.
- (7) The Syringe Exchange Program shall keep the facility, premises, abutting sidewalk and right of way free from all used needles, syringes, debris and garbage.
- (8) No person owning, operating or managing a syringe exchange program or their employee or volunteer shall invite, allow or permit any onsite injection either in the facility or on the premises.
- (9) The Syringe Exchange Program shall operate on a “One for One Plus” basis providing 10 extra syringes regardless of the number of syringes brought in by a participant but in no event shall a participant be given more than 100 syringes per visit.
- (10) The syringes and needles that are distributed to a program participant shall have an identifiable unified color or mark to identify the source as being the Syringe Exchange Program.

(Ord. 5840 Sec. 2, 2019)

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

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 5<sup>th</sup> day of November, 2019, and signed in authentication of its passage this 5<sup>th</sup> day of November, 2019.

Attest:

\_\_\_\_\_  
DON BRITAIN, Mayor

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

ORDINANCE NO. 5840 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington this 6<sup>th</sup> day of November, 2019.

Approved as to Form:

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

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

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

# KENNEWICK CITY ATTORNEY'S OFFICE

November 1, 2019

## MEMORANDUM

TO: Kennewick City Council

FROM: Lisa Beaton, City Attorney

RE: Syringe Exchange Program

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Ordinance 5839 and Ordinance 5840 amend Title 18 of the City's zoning code by adopting regulations to mitigate the potential public health and safety consequences of siting a syringe exchange facility in the City of Kennewick. As Council may recall, in the spring of this year a syringe exchange program began occupying a building in Kennewick. At that time, the City did not have any regulations in place to address this type of use. City Council held two workshops on this issue and directed staff to research and draft regulations for syringe exchange. After conferring with the State Department of Health and the local Department of Health, as well as reviewing regulations in other states, staff prepared draft regulations for the siting of syringe exchange programs. The proposed revisions were sent to the Department of Commerce for expedited review on August 14, 2019. SEPA review was completed by Planning staff and a determination of non-significance was issued for the proposed regulations. The appeal period for the SEPA determination expired September 18, 2019, with no appeals having been filed.

A public hearing was held on the proposed regulations on October 21, 2019. Three people, including the operator of the syringe exchange, testified in opposition to the proposed regulations, asserting that no regulations should be adopted by the City because this was an "essential public facility" per RCW 36.70A.200. Essential Public Facilities as defined under RCW 36.70A.200 are those facilities that are typically difficult to site such as airports, state education facilities, state and regional transportation facilities, regional transit authority facilities, correctional facilities, solid waste facilities, inpatient facilities including substance abuse facilities, mental health facilities, group homes, and secure community transition facilities. Cities may not preclude essential public facilities and are required as a part of their comprehensive plans and development regulations to adopt a process to site essential public facilities. Cities may adopt regulations to mitigate the potential adverse effects of essential public facilities. WAC 365-196-550. Syringe exchange is not a drug treatment facility, it is not a group home, it is not a mental health facility, nor is it separately listed by the State, the County, or the City as an essential public facility. Even if syringe exchange programs were determined to be an essential public facility, the proposed regulations do not prohibit syringe exchange, but establish three commercial zones where they can be sited and attempts to mitigate the potential adverse public health and safety aspects of this type of land use. The proposed regulations will allow syringe exchange to be located adjacent to or co-located with a drug treatment facility. The proposed regulations do not change the zoning for the property where the syringe exchange is currently located, nor do the regulations require the program to change its current operations. After closing

## KENNEWICK CITY ATTORNEY'S OFFICE

the public hearing, the Planning Commission voted unanimously to recommend Council approve Ordinances 5839 and 5840.

The proposed amendments will amend Title 18 as follows:

- KMC 18.09.2055 Defines “Syringe Exchange Program” using the definition from the State Department of Health.
- KMC 18.12.010 B.1 Adds a new category to the table and identifying Commercial Community, Commercial Regional and Commercial General as the zones where syringe exchanges can be located; identifies the review process as staff review and cross references KMC 18.12.245 for the specific regulations for this use.
- KMC 18.12.245 Adds a new section to KMC 18.12 titled “Syringe Exchange Programs”
  - Imposes distance restrictions from residential zones, schools, parks, public facilities and other syringe exchange programs.
  - It prohibits distribution to minors and requires business hours to be limited to daytime.
  - It requires proper storage and disposal of syringes, as well as requires the owner to keep the premises and public right of ways free of used needles, debris, and garbage.
  - It requires the program to operate on a one-for-one plus basis providing 10 extra syringes regardless of the amount brought in with a limit of no more than 100 new syringes provided per visit.
  - It requires new syringes that are distributed to have an identifiable unified color or mark to identify the source as being that specific Syringe Exchange Program.

**Staff Report**  
**Syringe Exchange Programs**  
**Amendments to Title 18**

**Date: October 15, 2019**

**To: City of Kennewick Planning Commission**

**From: City Attorney's Office, Lisa Beaton, City Attorney**

**BACKGROUND**

In the Spring of this year a non-profit syringe exchange program began to occupy a building owned by Ideal Options in Kennewick. At that time the City did not have any zoning regulations in place to regulate this type of use. The syringe exchange program has since moved to another location in Kennewick and is operated out of a van. Syringe exchange programs are lawful as determined by the State Supreme Court in the 1992 case *Spokane County Health District v. Brockett*, 120 Wash.2d 140 (1992). Syringe exchange programs are an approved method of “harm reduction” and as such are supported by a Department of Health state grant program. Per RCW 71.24.590 the City has limited authority to regulate needle exchanges to mitigate the potential public health and safety issues related to this type of use. The City can define “syringe exchange” in its land use code, it can determine which zones to permit syringe exchange, and it can prohibit “safe injection” sites or programs. The City can require distance restrictions, limit the hours of operation, require proper storage and disposal, as well as prohibit the exchange of syringes with minors.

**PROPOSAL**

- KMC 18.09.2055 Defines “Syringe Exchange Program” using the definition from the State Department of Health.
- KMC 18.12.010 B.1 Adding a new category to the table and identifying Commercial Community, Commercial Regional and Commercial General as the zones where syringe exchanges can be located; identifies the review process as staff review and cross references KMC 18.12.245 for the specific regulations for this use.
- KMC 18.12.245 Adds a new section to KMC 18.12 titled “Syringe Exchange Programs”
  - Imposes distance restrictions from residential zones, schools, parks, public facilities and other syringe exchange programs.
  - It prohibits distribution to minors and requires business hours to be limited to daytime.
  - It requires proper storage and disposal of syringes, as well as requires the owner to keep the premises and public right of ways free of used needles, debris, and garbage.

- It requires the program to operate on a one-for-one plus basis providing 10 extra syringes regardless of the amount brought in with a limit of no more than 100 new syringes provided per visit.
- It requires new syringes that are distributed to have an identifiable unified color or mark to identify the source as being that specific Syringe Exchange Program.

## **FINDINGS**

1. The proposed revisions to the KMC will provide staff a means to implement conditions to mitigate some of the potential negative public health and safety impacts of this type of land use.
2. Proposed revisions have been sent to the Washington State Department of Commerce for review as required under RCW 36.70A.106 on August 14, 2019. Acknowledgement that Kennewick was granted expedited review and met the Growth Management Act notice to state agency requirements in 36.70A.106 was received on August 28, 2019.
3. A Determination of Non-Significance was issued for proposed amendments to KMC 18.09 and KMC 18.12. The appeal period expired on September 18, 2019.
4. Notice of the public hearing on the proposed amendments was published in the Tri-City Herald on October 6, 2019.

## **CONCLUSION**

The City has the authority to regulate this land use to mitigate the potential public health and safety issues related to this use. Through adoption of the proposed amendments to Title 18, the City will have the tools to properly regulate this use to mitigate the potential risks.

## **RECOMMENDATION**

Staff recommends that the Planning Commission concur with the proposed changes, findings and conclusions and recommend approval to City Council.

**KENNEWICK PLANNING COMMISSION  
OCTOBER 21, 2019  
MEETING MINUTES**

**CALL TO ORDER**

Chairman Pacheco called the meeting to order at 6:30 p.m.

Commissioner Helgeson led the Pledge of Allegiance.

Recorder Melinda Didier called the roll and found the following:

Present: Commissioners Robert Rettig, James Hempstead, Clark Stolle, Thomas Helgeson, Anthony Moore, and Chairman Ed Pacheco.

Excused: Vice Chairman Victor Morris.

Unexcused: None

Staff Present: Lisa Beaton, City Attorney; Wes Romine, Development Services Manager; Melinda Didier, Community Planning Administrative Assistant/Recorder

**CONSENT AGENDA**

- a. Approval of Agenda
- b. Approval of the September 16, 2019 Meeting Minutes
- c. Motion to enter Staff Reports into the Record

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

**PUBLIC HEARINGS**

**Chairman Pacheco opened the public hearing at 6:33 p.m. for Zoning Ordinance Amendment (ZOA) No. 19-07/AMD-2019-02719, proposing to amend Kennewick Municipal Code (KMC) Section 18-09 – Definitions and 18.12 – Zone Districts and Standards to regulate Syringe Exchange Programs in the City of Kennewick. Applicant is City of Kennewick.**

Ms. Beaton gave a background on the proposal and a brief overview of the memorandum of staff report; Ms. Beaton explained that Syringe Exchange programs are lawful in the State of Washington; these amendments to Title 18 will define the program and add a new category to the zoning use table and identify Commercial Community, Commercial Regional, and Commercial General as the zones where syringe exchanges can be located. Staff recommends that the Planning Commission concur with the Findings and Conditions of Staff Report ZOA 19-07, and recommend to City Council APPROVAL of the request.

**Planning Commission questions included:** Where did the City come up with the 1 for 1 plus 10 for needle exchange; Ms. Beaton said she did a lot of research; when there's more clean needles that are out there, the better for that process, but it should have some limitations; Did research and for best public health came up with this number; Can we come back and revisit if we find more needles left in public areas; Can the exchange of needles occur as it is, mobile; At what point do we further define the zone limitations, setbacks, etc. Ms. Beaton said a site plan would be required and would be same zoning limitations as a health clinic; What are our regulations in regard to Sharps Containers; Ms. Beaton said just like any other medical facility for disposal of used needles. Where can they be located and how were distances considered; Ms. Beaton said while reviewing liquor licenses that's where I got the distance restriction, liquor establishments. Is it 1000 feet from any other needle exchange all other uses 500 feet.; Ed – distance restrictions just a guide like liquor licenses; Can they get 99 needles; How is it enforced; Ms. Beaton said like all other code violations they are complaint based through code enforcement; If the public wants to change it do they go to council or planning commission; Can you describe what flexible distances mean; Ms. Beaton said it's not flexible for staff to change, it would need code amendment. Commission 18.12.245 header reads.

Commissioner Helgeson noted a typographical error on page 1 of Ordinance No.5840, it reads "Section 18.12.045", it should read "Section 18.12.245". Ms. Beaton said the correction will be made on the ordinance draft.

**Testimony of Applicant/Applicant's Representative:**

City of Kennewick is the applicant.

**Testimony in favor:**

None

**Testimony neutral or against:**

Everett Maroon  
1009 Francis Avenue  
Walla Walla 99362

Proposal didn't address RCW 71.24.590, Kennewick City would be first place in State of Washington to address putting their own codes out there; not science based, transparent, don't operate a mobile unit; have a lease with Ideal Options; have to log into our systems first, only open from 11 am to 3 pm; these are our kids, parents, neighbors, we need essential programs.

Jeffrey Robinson  
3803 W Nixon Street  
Pasco 99301

Know that you have best interests at heart, but you're putting yourself at a legal liability situation with restrictions; syringe exchange is an "Essential Public Facility" that cannot be restricted; you don't subject any other program to daylight hours, a message is being sent with this by having it right before City Council election; there are number of liabilities for the City, does this qualify for over burdensome regulations, that's the fundamental question that needs to be addressed.

Bethany Hickey  
1812 W 18<sup>th</sup> Avenue  
Kennewick 99337

To address things brought up, restrictions will be more harmful than good; will bring a health equity issue, if zoned so much it will be hard for people to access the services, will it grandfather any existing exchanges; try hard to teach children about kindness and helping people - this kind of policy demonizes people.

**Staff final comments:** Ms. Beaton said that at a workshop, the director of Blue Mountain Exchange said they were operating a van out of the Ideal Options parking lot which is zoned CC; these are pretty straightforward, they are already complying with the regulations, this doesn't change the existing zoning or rezoning matches current use; essential public facility hasn't been defined as such by the State, is pairing them with treatment facilities, substance abuse facilities located in commercial areas, nothing about code will change the existing use; in terms of cleanup of property they will comply with that, no recent complaints about it from surrounding businesses to the property.

**Public Testimony for ZOA 19-07 closed at 7:05 p.m.**

Chairman Pacheco asked for a motion.

Commissioner Hempstead moved to concur with the findings and conclusions in staff report ZOA 19-07 and forward a recommendation to City Council APPROVAL of the request; Commissioner Rettig seconded the motion.

Planning Commission discussion included: Are the syringes able to be marker identified; Ms. Beaton said syringe created does have a particular mark or color. Commissioner Helgeson asked what the daytime hour limitations are based on; Ms. Beaton said they're the only one in the city and bi-county area; doesn't know if Ideal Option operates later in the evening.

The motion passed unanimously on a roll call vote.

**VISITORS NOT ON AGENDA:**

None

**OLD BUSINESS:**

- a. City Council Action Updates – None

**NEW BUSINESS:**

- a. None

**REPORTS, COMMENTS, OR DISCUSSION OF COMMISSIONERS AND STAFF:**

None

**ADJOURNMENT:**

The meeting was adjourned at 7:09 p.m.

# Council Agenda Coversheet



Agenda Item Number	6.a.	Council Date	11/05/2019
Agenda Item Type	Public Hearing		
Subject	2020-2024 Tri-Cities Consortium Consolidated Plan		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Management Services		

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

### Recommendation

Staff recommends the approval of the 2020-2024 Draft Tri-Cities Consortium Consolidated Plan.

### Motion for Consideration

I move to approve the 2020-2024 Draft Tri-Cities Consortium Consolidate Plan.

### Summary

As an entitlement City, Kennewick has the opportunity to receive an annual allocation of Community Development Block Grant (CDBG) funds. As a participant in the HOME Consortium with the Cities of Richland and Pasco, the City also has access to HOME funds. As an entitlement and Consortium member, the City is required by HUD to have in place a five-year Consolidated Planning Strategy (CPS). The local participation jurisdictions work from a five-year plan as well as Annual Action Plans and year-end evaluation reports to carry out the work as outlined in the CPS. The present five-year Consolidated Plan for the cities of Kennewick, Pasco, and Richland expires on December 31, 2019. The plan must be submitted to HUD at least 45-days before the start of the new program year. In this case, the plan is to be submitted to HUD no later than November 15, 2019.

Over the past twelve months, City staff has been working with Richland and Pasco as well as the HOME Consortium consultants, Cloudburst Consulting Group, Inc., to carry out the very public process. City staff and the Consultant reviewed the results of needs assessments, conducted community meetings and focus groups, held a Public Hearing to gather citizen input, and requested written comments.

As a result of the planning process, community priority needs (strategies) and objectives were identified showing the highest needs within the community. These strategies and objectives will help guide how HUD funds are allocated within the community over the next five years.

### Alternatives

None recommended.

### Fiscal Impact

None

Through	Alisha Piper Oct 24, 14:58:34 GMT-0700 2019
Dept Head Approval	Christina Palmer Oct 29, 13:20:18 GMT-0700 2019
City Mgr Approval	Marie Mosley Nov 01, 10:17:20 GMT-0700 2019

Attachments:

- Kennewick ConPlan 10-24-19
- ConPlan Summary
- Consultation Summary

Recording Required?

## Tri-Cities Consolidated Plan

2020-2024

### Overview Document

#### History and Facts

HUD requires that cities receiving CDBG and/or HOME funds complete a five-year plan (Consolidated Plan) that outlines needs, priorities, market conditions, and strategies to utilize funds in a way that addresses needs identified. The present five-year Consolidated Plan for the cities of Kennewick, Pasco, and Richland expire on December 31, 2019. The plan must be submitted to HUD at last 45-days before the start of the new program year, in this case the plan is to be submitted to HUD no later than November 15, 2019.

In 2019, the City of Kennewick received \$663,930 in CDBG funds, and the HOME Consortium received a total of \$629,814. The HOME funds are shared between each of the three (3) cities within the HOME Consortium (Kennewick, Pasco, and Richland). It is estimated that Kennewick will receive approximately \$3.3 million in CDBG funds and approximately \$775,000 in HOME funded activities over a five-year period.

#### Consolidated Planning Process

The first steps in the process begin by conducting a needs and priorities assessment; this is done through data analysis, consultation of partner plans, and community input. These different perspectives and inputs inform the prioritization strategy for the use of CDBG and HOME funds. This prioritization strategy is realized in the Strategic Plan section of the Consolidated Plan where *Goals* and *Priority Needs* are explicitly identified. The Strategic Plan is the five-year vision for the use of HUD funds. HUD has established National Objectives, and all planned CDBG projects and activities must meet at least one of HUD's National Objectives. Those objectives are:

1. Benefits to low- and moderate- income persons
2. Aid in the prevention or elimination of slums or blight
3. Meet a need having a particular urgency (referred to as urgent need for disasters)

All CDBG and HOME activities for years 2020 through 2024 must be consistent with the approved Strategic Plan set forth in the 2020-2024 Consolidated Plan and comply with the overall intent of the plan.

The goals of the Strategic Plan formulated from community input, data analysis, and partner plan consultation will remain the goals for the lifecycle of the entire 2020-2024 Consolidated Plan. Each subsequent Annual Action Plan outlining the use of annual HUD funds must align itself with the *Goals* and *Priority Needs* outlined in the Consolidated Plan.

Each project and activity funded with CDBG or HOME funds must be associated to outcomes that align with one of the three outcomes identified above. Kennewick's priority needs and goals may include neighborhoods to be improved through community infrastructure, decent and affordable housing, public facilities, park improvements, and public services.

**Tri-Cities Consolidated Plan  
2020-2024  
Outreach and Consultation Summary**

**Public Comments:**

The draft Consolidated Plan is available for public comment through November 5, 2019. Notice of the draft plan were made available for Public Comments through the following channels:

- Newspaper (*Tri-Cities Herald* and *tu Decides*)
- City Website
- City Library
- Housing Authorities
- City Buildings

**Community Input:**

A Community Needs survey was made available to the public to gather feedback on priorities and needs as it pertains to the use of CDBG and HOME funds. Survey Monkey was the online platform utilized. The online survey remained open for two months and was advertised through each City's social media outlets. There was a total of forty-three (43) responses.

A total of seven (7) community meetings were held; three (3) at the Richland City Building and four (4) at the Kennewick City Building. The meetings were held on June 26 and June 27, 2019. These topic-oriented sessions were made available to the public as well as invitations that were sent to targeted organizations directly involved with the topic at-hand. The topics covered were:

1. Community and Economic Development
2. Public Facilities & Public Works
3. Fair Housing & Housing Issues for At-Risk Populations
4. Homelessness / Continuum of Care (CoC)
5. Public Housing
6. Homelessness / Social Services
7. Affordable Housing

Each meeting was well attended and offered a wide-ranging conversation about needs and priorities outlined in the Consolidated Plan.

**Partner Plans Reviewed:**

An aspect of the Consolidated Plan development is the review and integration of partner plans and strategic planning documents within the region. The following plans were consulted with in development of priorities, needs, and goals:

- Each of the Tri-Cities' Comprehensive Plans & Capital Improvements Plans
- Comprehensive Housing Market Analysis (HUD Office of Policy Development Research)
- Benton and Franklin Counties Department of Human Services, 10-Year Plan to End Homelessness, Phase Two, Update 2012
- Housing Authority 5-Year Plan & Administrative Plans



## Kennewick 2020-2024 Consolidated Plan

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## Executive Summary

### ES-05 Executive Summary

#### 1. Introduction

*The 2020-2024 Tri-Cities Consortium Consolidated Plan* represents a continuing collaboration of the three principal cities in developing common goals and directions to meet affordable housing, infrastructure, community development, and public service needs. The Consolidated Plan provides the community with the following sections:

- Needs Assessment - An assessment of housing and community development needs with a focus on low- and moderate-income persons (defined as households with incomes falling below 80% of the HUD-defined Area Median Income, AMI)
- Market Analysis – A review of housing market conditions
- Strategic Plan - Established goals responding to priority needs and a basis for developing annual plans

#### 2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

Three priority needs were identified with goals corresponding to those needs. The priority needs were determined by review of data, community meetings, public survey, and City staff consultations. The priority needs are bolded below.

**Affordable Housing** - There is a need for affordable housing creation and preservation. The corresponding goal is to increase and preserve affordable housing choices. Activities under this goal would include expanding the supply of affordable housing units by developing owner and renter-occupied housing, including acquisition and rehabilitation. Activities would also include providing financial assistance to local housing development organizations to increase the supply of affordable housing. Funds will sustain or improve the quality of existing affordable housing stock, such as rehabilitation of housing, eligible code enforcement tasks, energy efficiency/weatherization improvements, removal of spot blight conditions, and ADA improvements. Funds will increase community awareness of lead-paint hazards and assist with testing for lead hazards. Homeownership opportunities will be provided through such activities as gap financing, down payment assistance, and infill ownership.

**Community Development** - Activities would include support for businesses that create jobs for lower-income residents and/or businesses that provide essential services to lower-income neighborhoods or provide stability to at-risk or blighted areas through activities such as façade improvements and support for micro-enterprises. Funds may support activities that improve the skills of the local workforce, including those unstably housed and those with special needs. Community infrastructure would be

supported by provision and improvements such as ADA ramps, sidewalks, curbs, gutters, streets, parks, playgrounds, community gardens, and street lights. Funds may provide LID assessment payments for lower income households. Funds will be used to provide or improve public facilities, including neighborhood centers, recreation facilities, and neighborhood beautification projects.

**Public Services** - Activities and projects will support public services that respond to the immediate needs of persons in crisis and support regional efforts to meet the basic living needs of lower-income households and individuals including persons with special needs, such as seniors and disadvantaged youth. Activities and projects will support homeless facilities and increase housing resources that assist homeless persons toward housing stability and self-sufficiency. Projects could also support increased case management and a high degree of coordination among providers.

### **3. Evaluation of past performance**

The individual cities and the Tri-Cities HOME Consortium have made significant accomplishments in the course of implementing the last Consolidated Plan (2015-2019). This reflects strong relationships with community partners in implementing projects beyond the capacity of any one agency. The ability to leverage funds and to coordinate projects to make the best use of resources is essential in light of increasing need and diminishing resources.

Neighborhoods have been improved with the addition of street lightings, curbs, gutters and sidewalks, along with improvements to meet ADA requirements. The potential for jobs and economic development is reflected in support provided for training and technical assistance, along with improvements to business districts. Accomplishments also include continued support for low-income populations in the form of services. Notably this includes support for senior citizens (meals and in-home chore services), disadvantaged youth, and persons with disabilities. A particular accomplishment was completion of a project to provide housing for persons with developmental disabilities. Projects also contributed to successful transition from homelessness and emergency relief to prevent homelessness.

### **4. Summary of citizen participation process and consultation process**

Steps outlined in the Citizen Participation Plan for Housing and Community Development Programs provide opportunities for citizen involvement in the planning process and to assure that key organizations and agencies were consulted. The Citizen Participation Plan provides for broad involvement; public hearing, community meetings, public survey, and agency consultations. Public hearings were held to solicit input on needs and again to solicit input on the draft Consolidated Plan and Annual Action Plans. During the planning process, focus groups were held to gain input on types of needs related to specific populations. Finally, numerous reports and strategic plans were reviewed and incorporated into this Consolidated Plan.

### **5. Summary of public comments**

No comments were received.

**6. Summary of comments or views not accepted and the reasons for not accepting them**

No comments were received.

**The Process**

**PR-05 Lead & Responsible Agencies**

**1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source**

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

<b>Agency Role</b>	<b>Name</b>	<b>Department/Agency</b>
Lead Agency	KENNEWICK	
CDBG Administrator	KENNEWICK	

**Narrative**

Each of the three cities receives an annual entitlement of CDBG funds for housing and community development activities within their jurisdiction. The staff of Kennewick and Pasco Departments of Community and Economic Development, and staff of the Richland Planning and Redevelopment Department, each administer CDBG funds for their individual cities.

The City of Richland has been the designated lead entity for the HOME consortium. The City of Richland Planning and Redevelopment Department administers the HOME Program for the consortium and is the legal entity for the Consolidated Plan. The City of Kennewick and the City of Pasco support the City of Richland in the administration of the HOME Program and in meeting the Consolidated Plan requirements.

**Consolidated Plan Public Contact Information**

Carol Hughes Evans  
Economic & Community Development Coordinator  
City of Kennewick  
PO Box 6108  
Kennewick, Washington 99336-0108  
(509) 585-4432

## **PR-10 Consultation**

### **1. Introduction**

**Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I)).**

In the process of developing the 2020-2024 Consortium Consolidated Plan the Cities reached out to organizations and agencies in a number of ways. Focused meetings were held to gain input in identified areas, particularly housing, human services, fair housing, and emergency services/basic needs. In addition to targeted email invitations, notices were placed in local newspapers. Well attended, the meetings yielded valuable input.

These focused meetings had the intention of bringing together organizations at different administrative levels (government, non-profit, for-profit, etc.), including residents at-large, and create space for conversation around a single topic to enhance understanding of the issue at-hand from other perspectives. The Cities offered the use of government building space to ensure access to the meetings; meetings were held over two days at the Richland and Kennewick City Buildings.

Focused scheduled meetings included: affordable housing, including supportive housing; public, human services, including special and basic needs; code enforcement and emergency services, including first responders; and, community infrastructure needs, provision and opportunities. Each of the three cities worked with an advisory board in preparation of the Consolidated Plan: Housing and Community Development Advisory Committee, City of Richland; Community Development Block Grant Advisory Committee, City of Kennewick; and Planning Commission, City of Pasco.

**Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness**

Each of the cities works with and supports actions and priorities of the Continuum of Care (CoC), managed by Benton & Franklin Counties Department of Human Services. Each of the cities send staff to the regularly held CoC meetings, aimed to increase coordination and pool resources and knowledge across the human service system in the Tri-Cities. The CoC has established three primary goals to pursue in coordinating the homeless provider community in its efforts to end homelessness in the two counties:

- To communicate, coordinate and collaborate among providers and others in development of the Benton and Franklin County 10-Year Homeless Housing Plan to work toward reducing homelessness. The Plan is used in securing resources and funding pertaining to the concerns of people who are without a safe, decent, and affordable place to live.

- To develop and recommend the Continuum’s objectives, projects and strategies to meet specific needs that will increase housing, decrease homelessness; alter the public’s perception of homelessness; provide education, training and technical assistance to advocates, providers and other Continuum members.
- To invite and encourage low-income/homeless individuals to participate in the planning process through public meetings held at Community Based Organizations and/or by any other means the Continuum may deem appropriate.

Phase II strategies of the Continuum’s Action plan include a focus on:

- Implementation of a Benton-Franklin County Coordinated Entry System
- Recognizing that homelessness results from a complex set of challenges, creating more linkages across community services, and providing comprehensive case management
- Improving outcomes and evaluating data to improve and determine effective services
- Encouraging flexibility in providing services and meeting housing needs
- Meeting the needs of currently underserved “special need” populations

Members of the Continuum meet frequently to work on these strategies and coordinate on a wide variety of issues facing the homeless in the area. In addition, members of the Continuum are currently active on the Steering Committee of the 33-county Balance of Washington State Continuum and are active in the subcommittee structure.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS**

The Benton & Franklin Counties Department of Human Services is an active member of the Washington Balance of State (BoS) Continuum (WA-501). The Emergency Shelter Grant (ESG) funds made available to the Tri-Cities are allocated from the Washington BoS. The ESG Program coordination is conducted through the Balance of State Steering Committee on a policy level and through the Department of Commerce for administrative procedures. The Department of Commerce also staffs the HMIS system which is essentially statewide. While staff at the local nonprofit and county Continuum level enters data in the HMIS, they also maintain the data and prepare periodic reports on program outcomes which are readily accessible to the Tri-Cities Continuum. At least once a year the Department consults with all ESG stakeholders to review performance standards and obtain their input on fund allocation proposals, policy plans and administrative procedures.

**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities**

**Table 1– Agencies, groups, organizations who participated**

1	<b>Agency/Group/Organization</b>	BENTON FRANKLIN COMMUNITY ACTION COMMITTEE
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-homeless Services-Health Services-Employment Service-Fair Housing Regional organization
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Non-Homeless Special Needs Anti-poverty Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The group participated in a focus group on the topics listed in PR-15
2	<b>Agency/Group/Organization</b>	CATHOLIC CHARITIES
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-homeless Services-Health Services-Employment Service-Fair Housing Regional organization

	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Non-Homeless Special Needs Anti-poverty Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The group participated in a focus group on the topics listed in PR-15
3	<b>Agency/Group/Organization</b>	TRI-COUNTY PARTNERS HABITAT FOR HUMANITY
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Regional organization
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Non-Homeless Special Needs Market Analysis
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The group participated in a focus group on the topics listed in PR-15
4	<b>Agency/Group/Organization</b>	Kennewick Housing Authority
	<b>Agency/Group/Organization Type</b>	Housing PHA Services - Housing Service-Fair Housing Other government - Local Planning organization
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Public Housing Needs Non-Homeless Special Needs Market Analysis
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The group participated in a focus group on the topics listed in PR-15

5	<b>Agency/Group/Organization</b>	BENTON FRANKLIN CONTINUUM OF CARE
	<b>Agency/Group/Organization Type</b>	Housing Services-homeless Regional organization Planning organization
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Anti-poverty Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The group participated in a focus group on the topics listed in PR-15
6	<b>Agency/Group/Organization</b>	Benton Franklin Counties Department of Human Services
	<b>Agency/Group/Organization Type</b>	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Service-Fair Housing Services - Victims Other government - County
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Non-Homeless Special Needs Anti-poverty Strategy

	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The group participated in a focus group on the topics listed in PR-15
7	<b>Agency/Group/Organization</b>	DOMESTIC VIOLENCE SERVICES OF BENTON AND FRANKLIN COUNTIES
	<b>Agency/Group/Organization Type</b>	Services - Housing Services-Persons with Disabilities Services-Victims of Domestic Violence Services-Health Services-Education Services-Employment Services - Victims
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Non-Homeless Special Needs Anti-poverty Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The group participated in a focus group on the topics listed in PR-15
8	<b>Agency/Group/Organization</b>	Greater Columbia Accountable Community of Health
	<b>Agency/Group/Organization Type</b>	Health Agency Planning organization
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Non-Homeless Special Needs Economic Development Community development
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The group participated in a focus group on the topics listed in PR-15
9	<b>Agency/Group/Organization</b>	Kadlec
	<b>Agency/Group/Organization Type</b>	Health Agency Planning organization

	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Non-Homeless Special Needs Economic Development Community development
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The group participated in a focus group on the topics listed in PR-15
10	<b>Agency/Group/Organization</b>	City of Kennewick Fire Department
	<b>Agency/Group/Organization Type</b>	Services-Elderly Persons Services-Persons with Disabilities Services - Victims Other government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Non-Homeless Special Needs
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The group participated in a focus group on the topics listed in PR-15
11	<b>Agency/Group/Organization</b>	City of Kennewick Planning Department
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Services-Children Other government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Lead-based Paint Strategy Homelessness Strategy Economic Development Market Analysis Anti-poverty Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Interviews and the group participated in a focus group on the topics listed in PR-15

**Identify any Agency Types not consulted and provide rationale for not consulting**

No agencies involved in housing or community development were intentionally excluded from consultation. Every effort was made to ensure advance publication of meetings and opportunities to contribute. Similarly, those agencies that were unable to attend any in-person meeting were invited to hold individual interviews and/or submit any comments/feedback via email. Also, all stakeholders and organizations were invited to take part in the community-wide online survey.

**Other local/regional/state/federal planning efforts considered when preparing the Plan**

Name of Plan	Lead Organization
Continuum of Care	Benton Franklin Counties Department of Human Services
Comprehensive Plan	City of Kennewick
Hazard Mitigation Plan	Benton County Emergency Services

**Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(I))**

Tri-Cities CDBG and HOME staff worked with a variety of nonprofit and governmental agencies during planning, proposal, and implementation of funded projects. While the City of Richland is the lead entity, it relies heavily on the staff in Kennewick and Pasco for support in implementing and reporting on HOME program activities. Each city is responsible for all functions of its CDBG program.

In addition to this and interdepartmental working relationships, Benton Franklin Community Action Connections (CAC), TRIDEC, Continuum of Care, Council of Governments, and several nonprofit agencies work in all three cities, improving the effectiveness of coordination and efficiencies. The three cities are in close geographic proximity, sharing both issues and opportunities, despite sitting in two counties. Nonprofit organizations and agencies commonly provide services across the region and participate in committees crossing jurisdictional lines.

The Commissioners of the Housing Authorities are appointed by the City Councils. There is a close working relationship with the Housing Authorities, some of whom have used HOME and CDBG funds for housing development activities and whose residents have benefitted from public services delivered by the area’s nonprofit agencies.

## PR-15 Citizen Participation

### 1. Summary of citizen participation process/Efforts made to broaden citizen participation

#### Summarize citizen participation process and how it impacted goal-setting

The Cities have consistently used their relationships with faith-based and nonprofit organizations, and local coalitions to obtain input on needs in the community and proposed activities. Efforts to reach out, particularly to populations potentially served by CDBG and HOME programs, were made in several ways. Focused meetings were conducted to obtain input on needs and the strategic plan as it was developed. In addition to individual invitations, notices of meetings were publicized in advance and citizens with an interest in commenting were encouraged to attend. Notices of meetings were published in the *Tri-City Herald* and in Spanish in *tu Decides*.

A community-wide survey, including all three cities was held open for two months through Survey Monkey. The survey was disseminated through online channels such as Facebook and City websites. The planning process also incorporated needs assessments and strategic plans of agencies, including the Housing Authorities and key implementing agencies, and local governments.

Citizens and agencies in each of the cities were encouraged to comment on needs including at public hearings held in each city. The community was notified through newspaper advertisements of the availability of the draft Tri-Cities Consortium Consolidated Plan for review. The draft Plan was distributed to the Kennewick Housing Authority and the Housing Authority of the City of Pasco and Franklin County, made available on the website of each city and at each City Hall, and made available at libraries in Kennewick, Pasco and Richland.

A total of seven (7) focus groups were held on a variety of topics. The meeting locations were at the Richland City building as well as the Kennewick City Building. All invitees were also invited to participate in the online survey, as well as conduct an individual interview if they were unable to attend the meeting in-person. The meeting topics, dates, and locations are listed below:

- Community and Economic Development – June 26 @ Richland City Building
- Public Facilities/Public Works – June 26 @ Richland City Building
- Fair Housing & Housing Issues for At-Risk Populations – June 26 @ Richland City Building
- Homelessness & CoC – June 27 @ Kennewick City Building
- Public Housing – June 27 @ Kennewick City Building
- Homelessness & Social Services – June 27 @ Kennewick City Building

- Affordable Housing – June 27 @ Kennewick City Building

All meetings had targeted invite lists as well as being made available to the public.

An online survey was also made available, kept available for ten weeks. The survey focused on prioritization of needs, identifying changes and shifts within communities across the Tri-Cities.

**Citizen Participation Outreach**

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Public Meeting	Minorities  Non-English Speaking - Specify other language: Spanish  Persons with disabilities  Non-targeted/broad community  Residents of Public and Assisted Housing	Some attendees received email invites and the meeting was also made public via social media. All focus groups were well attended, with ten to twenty attendees at each meeting.			

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Internet Outreach	Non-targeted/broad community	The priority needs community survey was disseminated through online channels - social media and city websites.			
3	Public Hearing	<p>Minorities</p> <p>Non-English Speaking - Specify other language: Spanish</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p>	Public hearing on the needs and goals			

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
4	Public Hearing	Minorities  Non-English Speaking - Specify other language: Spanish  Persons with disabilities  Non-targeted/broad community  Residents of Public and Assisted Housing	Public hearing on the proposed Consolidated Plan and Annual Action Plan			

## Needs Assessment

### NA-05 Overview

#### Needs Assessment Overview

The Needs Assessment examines needs related to affordable housing, special needs housing, community development and homelessness for the Tri-Cities (Richland, Kennewick, and Pasco). The Needs Assessment includes the following sections:

- Housing Needs Assessment
- Disproportionately Greater Need
- Public Housing
- Homeless Needs Assessment
- Non-Homeless Special Needs Assessment
- Non-Housing Community Development Needs

The Needs Assessment identifies those needs with the highest priorities which form the basis for the Strategic Plan section and the programs and projects to be administered.

The housing portion of the needs assessment focuses largely on households experiencing a housing problem. HUD defines housing problems as:

- Units lacking complete kitchen facilities;
- Units lacking complete bathroom facilities;
- Housing cost burden of more than 30 percent of the household income (for renters, housing costs include rent paid by the tenant plus utilities and for owners, housing costs include mortgage payments, taxes, insurance, and utilities); and
- Overcrowding which is defined as more than one person per room, not including bathrooms, porches, foyers, halls, or half-rooms.

Two housing and community development entitlement programs, CDBG and HOME, operate under federally-established income limits.

Generally, very-low income refers to incomes at or below 30 percent of AMI; low-income refers to incomes between 31 and 50 percent of AMI; moderate-income refers to incomes between 51 and 80 percent of AMI; all adjusted for family size. The CDBG and HOME programs target low- and moderate-income beneficiaries; except that HOME rental activities can benefit those with income up to 60% of AMI. ESG activities are assumed to benefit low- and moderate-income persons.

The following table provides the current income limits subject to annual adjustments by HUD.

HUD Income Limits: Kennewick-Richland, WA MSA				
Household Size	30% of Median Very Low Income	50% of Median Low Income	60% of Median	80% of Median Moderate Income
1	\$16,400	\$27,300	\$32,760	\$43,700
2	\$18,750	\$31,200	\$37,440	\$49,950
3	\$21,100	\$35,100	\$42,120	\$56,200
4	\$23,400	\$39,000	\$46,800	\$62,400
5	\$25,300	\$42,150	\$50,580	\$67,400
6	\$27,150	\$45,250	\$54,300	\$72,400
7	\$29,050	\$48,400	\$58,080	\$77,400
8	\$30,900	\$51,500	\$61,800	\$82,400

Source: U.S. Department of Housing and Urban Development (HUD), effective June 28, 2019

## NA-50 Non-Housing Community Development Needs

### Describe the jurisdiction’s need for Public Facilities:

1. **Renovation and upgrades to parks and playground facilities:** Benton-Franklin Community Health Alliance: *Community Health Needs Assessment for Benton and Franklin Counties 2012* identified obesity as a major health concern and made recommendations to improve community health. These include alternative transportation (bikes, walking) and safe environments in which to do so. This is consistent with plans in the Tri-Cities to install or improve paths and alternative transportation routes. A major asset of all three communities is the riverfront park area. All three communities are making efforts to greatly improve access and use this as a major urban community park system.
2. **Improvements to or expansion of facilities owned and/or operated by nonprofit organizations serving vulnerable populations:** While discussed in the section on homelessness, facilities to more appropriately prevent and intervene continue to be a high priority need in the Tri-Cities. These include homeless shelters, hygiene centers, crisis response facilities, day facilities and detoxification facilities.

### How were these needs determined?

Existing local and regional plans helped identify needs and were complemented by resident surveys and stakeholder focus groups.

### Describe the jurisdiction’s need for Public Improvements:

1. **Park improvement and expansion:** Park improvements and facilities in lower income neighborhoods, particularly those which support youth activities, were identified as needs by

those interviewed in developing this Consolidated Plan. Options for youth are needed, both programs and facilities, to engage in positive recreation and employment.

2. **Water/sewer improvements:** The Benton-Franklin County Health District consider environmental health problems in the region associated with nitrates in water, particularly well water.
3. **Street, sidewalk and curb improvements:** The Tri-Cities continue to identify street and sidewalk improvements as “high” priority needs. Streets in several areas of all three cities lack sidewalks, curbs and gutters, and adequate lighting. All three cities continue to upgrade the most critical neighborhood streets – those with safety issues, particularly for children, the elderly and people with disabilities. Cities are also working to improve accessibility by making street crossings/curbs fully accessible.

### **How were these needs determined?**

Existing local and regional plans helped identify needs and were complemented by resident surveys and stakeholder focus groups.

### **Describe the jurisdiction’s need for Public Services:**

1. **Mental Health:** Continues to be among the top priority need in the Tri-Cities. The crisis response center at Lourdes Health Network, PATH (Projects of Assistance in Transition from Homelessness) is an important contribution to filling the need, however, need outpaces available services. This need consistently came up in focus groups from multiple different perspectives (hospitals, property managers, residents, etc.)
2. **Substance abuse:** Often aligned with mental health is the need for substance abuse services. Cycling persons with these needs in and out of courts and jails is not an affective or suitable plan of action.
3. **Job training** including training appropriate for trainees (job readiness). There is a need for additional job skills training for youth, for seniors still needing to work, for people with disabilities, for people marginally employed, for refugees with limited skills, and for people transitioning to self-sufficiency (victims of domestic violence, returning veterans, people released from institutions). It was suggested that job training be matched to current skills (e.g., farm tractor driving to equipment operator).
4. **Homeless supportive services:** Persons who were formerly homeless but are living in permanent supportive housing need robust social services to successfully remain in their housing.
5. **Senior Services:** Nutrition services are especially needed for seniors aging in-place.
6. **Language services** are needed by a growing Hispanic population; the presence of other cultures was noted as well.
7. **Public transportation:** Job training and other services can be inaccessible because of limited access to public transportation, especially given increasing regionalization of job training

services. The region needs improved public transit routes and hours of service; in addition, there is a continuing concern for social isolation.

8. **Youth Services** is a high priority need in all three jurisdictions.

### **How were these needs determined?**

Existing local and regional plans helped identify needs and were complemented by resident surveys and stakeholder focus groups.

## **Housing Market Analysis**

### **MA-05 Overview**

#### **Housing Market Analysis Overview:**

In 2013-2017, the Tri-Cities had 70,819 housing units that were occupied or had people living in them, while the remaining 3,604 were vacant. The figure below highlights the owner occupancy rate for the HUD jurisdictions. Of the occupied housing units, the percentage of these houses occupied by owners (also known as the homeownership rate) was 64.6 percent while renters occupied 34.4 percent. The average household size of owner-occupied houses was 2.88 and in renter-occupied houses it was 2.82.

12.9 percent of householders of these occupied houses had moved into their house since 2015, while 4.0 percent moved into their house in 1979 or earlier. Households without a vehicle available for personal use comprised 5.4 percent and another 27.5 percent had three or more vehicles available for use.

There is still a lot of land available in the Tri-Cities despite the many new residential and commercial development in recent years. Pasco continues to lead with a considerable amount of diversified types of housing including single family homes. Single family homes continue to be the largest share of product in all three housing markets. A barrier to increased diversification in product type continues to be the lack of land zoned for multifamily units and land readily available and primed for such development in already developed areas. Extensions of infrastructure in new areas may offer more opportunities for such development. This will be key in meeting the need for targeting lower-income households seeking opportunities for residence in subsidized units.

### **MA-45 Non-Housing Community Development Assets**

#### **Introduction**

The tables below reflect labor force data, including the number employed and the unemployment rate in the civilian labor force, and the number of people employed in various occupation sectors.

The tables also illustrate that most workers – 79% - commute less than 30 minutes to work daily. This is a quality of life factor that is an aspect of the growth trend of the region.

## Economic Development Market Analysis

### Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	2,497	243	10	1	-9
Arts, Entertainment, Accommodations	3,186	3,950	12	17	5
Construction	2,048	2,403	8	10	2
Education and Health Care Services	4,451	4,389	17	19	2
Finance, Insurance, and Real Estate	1,200	1,740	5	7	2
Information	371	543	1	2	1
Manufacturing	2,376	626	9	3	-6
Other Services	793	1,000	3	4	1
Professional, Scientific, Management Services	2,363	1,434	9	6	-3
Public Administration	10	0	0	0	0
Retail Trade	4,228	5,995	16	26	10
Transportation and Warehousing	987	279	4	1	-3
Wholesale Trade	1,122	721	4	3	-1
Total	25,632	23,323	--	--	--

Data Source: 2011-2015 ACS (Workers), 2015 Longitudinal Employer-Household Dynamics (Jobs)

### Labor Force

Total Population in the Civilian Labor Force	36,170
Civilian Employed Population 16 years and over	33,670
Unemployment Rate	6.92
Unemployment Rate for Ages 16-24	21.24
Unemployment Rate for Ages 25-65	4.04

Data Source: 2011-2015 ACS

Occupations by Sector	Number of People
Management, business and financial	6,375

Occupations by Sector	Number of People
Farming, fisheries and forestry occupations	1,500
Service	3,825
Sales and office	8,275
Construction, extraction, maintenance and repair	4,400
Production, transportation and material moving	2,205

Data Source: 2011-2015 ACS

### Travel Time

Travel Time	Number	Percentage
< 30 Minutes	24,110	76%
30-59 Minutes	5,685	18%
60 or More Minutes	1,805	6%
<b>Total</b>	<b>31,600</b>	<b>100%</b>

Data Source: 2011-2015 ACS

### Education:

#### Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Less than high school graduate	2,980	340	2,145
High school graduate (includes equivalency)	6,880	615	2,520
Some college or Associate's degree	11,390	525	3,005
Bachelor's degree or higher	6,550	75	1,340

Data Source: 2011-2015 ACS

#### Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	105	660	905	1,110	555
9th to 12th grade, no diploma	2,020	880	710	1,200	405

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
High school graduate, GED, or alternative	2,990	2,880	2,490	4,645	2,835
Some college, no degree	2,035	3,145	2,545	4,370	2,470
Associate's degree	565	1,395	1,345	2,130	585
Bachelor's degree	300	1,755	1,160	2,505	1,265
Graduate or professional degree	20	645	530	1,365	990

Data Source: 2011-2015 ACS

### Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	20,430
High school graduate (includes equivalency)	29,252
Some college or Associate's degree	33,840
Bachelor's degree	53,642
Graduate or professional degree	60,813

Data Source: 2011-2015 ACS

### Describe the workforce and infrastructure needs of the business community:

The major employment sectors in the Tri-Cities are Education and Health Care Services, retail trade, and professional, scientific, and management services.

Below are the thirteen employers with over 1,000 employees in the region:

1. Batelle/Pacific Northwest National Laboratory (4,500 employees)
2. Kadlec Regional Medical Center (3,532 employees)
3. Lamb Weston (3,000 employees)
4. Bechtel National (2,943 employees)
5. Kennewick School District (2,336 employees)
6. Washington River Protection Solutions (2,129 employees)
7. Pasco School District (2,015 employees)
8. Mission Support Alliance, LLC (1,902 employees)
9. CH2M (1,682 employees)
10. Richland School District (1,500 employees)
11. Tyson Foods (1,300 employees)
12. Trios Health (1,268 employees)
13. Energy Northwest (1,100 employees)

The three school districts combine to account for 5,851 jobs (6% of the entire labor force). The other big employers above are in the science, education, and health care services.

**Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.**

In late 2018, the Tri-Cities region experienced its lowest unemployment rate in 28 years at 4.1 percent. This extremely low rate comes with some economic realities, as explained by Carl Adrian, the President and CEO of TRIDEC (Tri-City Economic Development Council). Adrian indicates in the Tri-City Herald that this economic reality typically points to employers to increasing wages in some areas while relaxing experience requirements in some areas. Because many sectors are growing, it is expected that the workforce will need to continue to keep pace with education and experience requirements to fill the job openings in the area. Often the risk of a hot job market is two-fold: increased housing costs and increased job competition as wages rise.

**Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.**

There are a number of initiatives and programs to develop the workforce in the Tri-Cities and to prepare for changing industries. Washington State University, Tri-Cities (WSUTC) offers, in addition to 4-year degrees and professional programs, specialized course work at the Bio-Products, Science and Engineering Laboratory (BSEL) which was developed in partnership with the Pacific Northwest National Laboratory (PNNL). This is industry-targeted as are other programs offered, such as the program in viticulture and enology.

Columbia Basin College (CBC) in Pasco offers a number of workforce programs targeted to trades, business, health care, and public services. While programs are available and affordable, there is a need to reach out in a more coordinated way to potential students and the business community, as there is for a central information system. The High School Academy at CBC recruits youth ages 16 to 20 to achieve a high school diploma and advanced career training. The initiative is the result of a partnership with schools, the Fast Forward Program (Boys and Girls Club), the Benton Franklin Juvenile Justice Center and community agencies.

The Small Business Development Center (SBDC) at TRIDEC helps start-up companies and small businesses. The Center is a partnership with Columbia Basin College, WSUTC, US Small Business Administration, and local and regional governments in providing support and training for businesses. The Pasco Specialty Kitchen focuses on goods-based business development. The fully equipped and

licensed kitchen, partially funded by the US Department of Commerce, Economic Development Administration, supports developing businesses and provides training and other support. The Specialty Kitchen and Farmer's Market are projects supported by the Downtown Pasco Development Authority.

**Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?**

Yes

**If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.**

The CEDS was updated in 2017, it is managed by the Benton Franklin Economic Development District and the CEDS Committee. The participants, including all TriCities HUD entitlement jurisdictions, will strive to:

- Encourage healthy growth of a resilient and diverse economy by providing family wage jobs through new business attraction and retentions and development of the infrastructure necessary to encourage and achieve this
- Nurture a thriving environment for entrepreneurial business creation through greater collaboration, innovation, and access to capital
- Support and protect the current industry clusters and their related natural and financial resources
- Expand educational and training opportunities and community amenities to attract, uplift, and retain families and youth

## **MA-50 Needs and Market Analysis Discussion**

### **Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")**

There are numerous sites with mobile homes in which conditions are poor. Older areas in the region contain housing built at the time of incorporation or shortly thereafter that undoubtedly present opportunities for rehabilitation. These may span entire neighborhoods, however, particularly in the eastern portions of the cities (those areas developed earliest). The cities have an eye on improving neighborhoods as resources allow.

### **Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")**

According to 2010 Census data, there are three (3) Racial/Ethnic Concentrated Areas of Poverty (R/ECAP) within the Tri-Cities region.

These R/ECAP census tracts are defined as: Census tracts where more than half the population is non-White and 40% or more of the population is in poverty OR where the poverty rate is greater than three times the average poverty rate in the area.

See the map attached to the last prompt on the MA-50 screen.

### **What are the characteristics of the market in these areas/neighborhoods?**

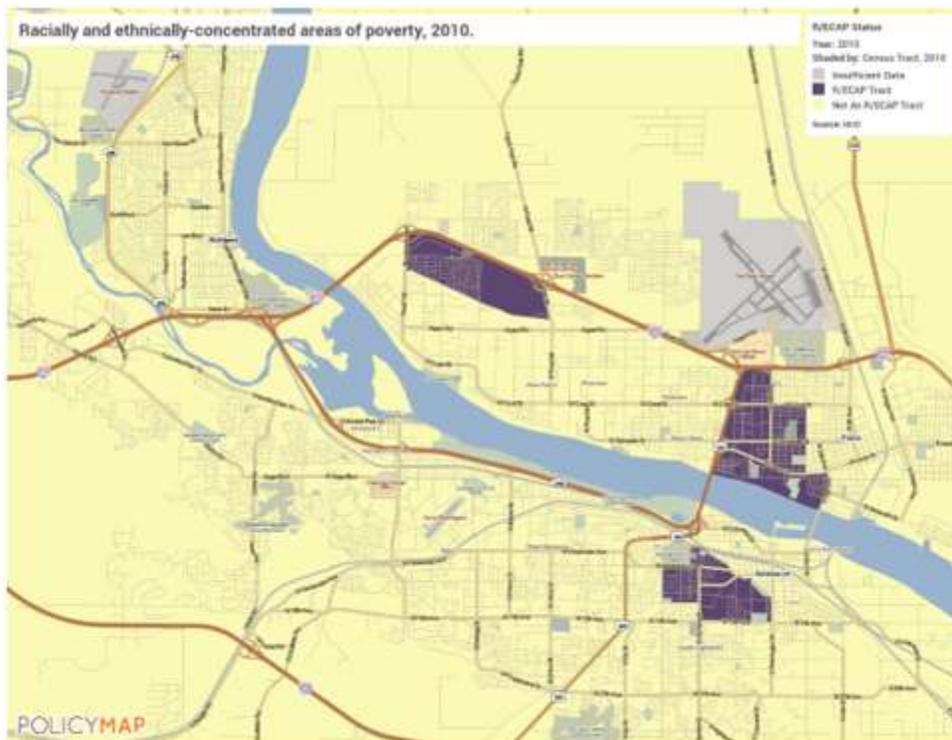
The markets in these areas are typically homes valued lower than the regional median. Similarly, the rent in these areas is less than areas with more immediate access to economic and educational opportunities.

### **Are there any community assets in these areas/neighborhoods?**

Community centers and faith-based places are community assets in neighborhoods across the Tri-Cities. These community assets are vitally important within market areas that have home values and rents below the regional median.

### **Are there other strategic opportunities in any of these areas?**

Leveraging community assets, encouraging the inclusive development in these areas will be important to the improvement of these areas. Each city has a Comprehensive Plan that addresses development in neighborhoods across the entire jurisdiction.



## Strategic Plan

### SP-05 Overview

#### Strategic Plan Overview

As each of the three cities share a common set of goals and directions for meeting the community development and affordable housing needs of lower income persons, the cities collaboratively prepared the 2020-2024 Consortium Consolidated Plan. The Plan provides the community with an assessment of needs and market conditions, establishes priority needs, set goals to respond to the identified needs, and establishes outcome measures for the Strategic Plan and Annual Action Plans. The City anticipates for planning purposes that the CDBG and HOME Programs will be federally funded at 2019 levels. However, this is difficult to project as the past several years have seen major funding reductions in these two federal programs.

This five-year strategic plan sets the framework for projects and activities in the Tri-Cities over the next five years. Three priority needs were determined:

- The need for affordable housing creation, preservation, access and choice
- The need for community, neighborhood and economic development
- The need for homeless intervention and prevention, and supportive public services

## SP-10 Geographic Priorities

### General Allocation Priorities

Describe the basis for allocating investments geographically within the state

There are no specific geographic priority areas established in this Consolidated Plan. All funds will be utilized in eligible areas city-wide.

The cities will also continue to take advantage of opportunities to improve downtown areas, particularly in deteriorated areas, to attract and promote businesses that will potentially result in jobs for lower income residents. Each city is concerned with the vitality and viability of their downtowns, including promoting mixed-use development and mixed-income housing. All three cities have and will continue to focus local and other resources on rebuilding the downtown areas.

A priority for all three cities is building the infrastructure in low- and moderate- income neighborhoods, focusing on sidewalks, curbs and gutters, park improvements and improvements to bring neighborhoods into ADA compliance.

## SP-25 Priority Needs

### Priority Needs

Table 2 – Priority Needs Summary

1	Priority Need Name	Affordable Housing Choice
	Priority Level	High

<b>Population</b>	<p>Extremely Low</p> <p>Low</p> <p>Moderate</p> <p>Large Families</p> <p>Families with Children</p> <p>Elderly</p> <p>Public Housing Residents</p> <p>Individuals</p> <p>Families with Children</p> <p>Elderly</p> <p>Frail Elderly</p> <p>Persons with Mental Disabilities</p> <p>Persons with Physical Disabilities</p> <p>Persons with Developmental Disabilities</p> <p>Persons with Alcohol or Other Addictions</p> <p>Persons with HIV/AIDS and their Families</p> <p>Victims of Domestic Violence</p> <p>Non-housing Community Development</p>
<b>Geographic Areas Affected</b>	
<b>Associated Goals</b>	Increase and Preserve Affordable Housing Choice
<b>Description</b>	<p>Affordable housing is a priority need in the Tri-Cities, particularly for lower-income households who may be at-risk of homelessness, living in unsafe or overcrowded conditions, or struggling to make ends meet. The majority of renter and owner households with incomes at or below 30% of Area Median Income (AMI) were burdened by housing costs, most frequently costs in excess of 50% of household income. There is a growing population of seniors in the cities who will be looking for housing that can accommodate their changing needs, including lower cost housing. Stakeholders and others interviewed for this Consolidated Plan identified lack of affordable housing as a significant barrier to self-sufficiency for several populations. The waiting lists maintained by Housing Authorities are another indication of the need for affordable housing.</p> <p>While housing in the Tri-Cities is relatively more affordable than many other areas in Washington, it is not the case for households with low-incomes. Maintenance of units can be a challenge for owner-households and landlords may lack the incentive to maintain units, which, without intervention, would necessitate tenants living in substandard conditions. Neighborhoods are changed for the worse by deteriorating conditions.</p>

	<b>Basis for Relative Priority</b>	<p>Increasing and preserving affordable housing was a seminal outcome of public outreach for this Consolidated Plan. This is particularly true for those households at or below 80% AMI.</p> <p>Safe and affordable housing is a high need for all residents, particularly as the City's population continues to grow. The Needs Assessment and Market Analysis show that many Tri-City residents are cost burdened, in particular renters and elderly. Overcrowding has also been identified as a problem. Maintaining and improving existing affordable housing helps to minimize sharing of dwelling units by multiple families and assists efforts to prevent homelessness.</p>
<b>2</b>	<b>Priority Need Name</b>	Community and Economic Development
	<b>Priority Level</b>	High
	<b>Population</b>	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Non-housing Community Development
	<b>Geographic Areas Affected</b>	
	<b>Associated Goals</b>	Community, Neighborhood, and Economic Development
	<b>Description</b>	There is a substantial need for continued revitalization of older neighborhoods and downtown spaces in each of the cities, including the removal of architectural barriers. Public parks continue to see increased use and demand, and therefore require maintenance and upkeep support.

	<b>Basis for Relative Priority</b>	During public outreach for this Consolidated Plan, public infrastructure and public facilities were identified as critical needs behind affordable housing. As the cities continue to grow, there is increased pressure on infrastructure and to keep pace with economic growth, the cities must invest in these non-housing community development projects to attract new businesses and maintain a high quality of life for residents.
<b>3</b>	<b>Priority Need Name</b>	Public Services
	<b>Priority Level</b>	High
	<b>Population</b>	Extremely Low Low Large Families Families with Children Elderly Public Housing Residents Rural Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence
	<b>Geographic Areas Affected</b>	
	<b>Associated Goals</b>	Homeless Intervention and Public Services

<b>Description</b>	There are many more individuals and families at risk of homelessness because of lack of affordable housing and support services that would help them toward self-sufficiency. Lack of mental health support services was noted as a significant problem in the Tri-Cities, particularly for those with untreated serious mental illness. Services for vulnerable non-homeless populations are also critical, to maintain self-sufficiency and wellbeing.
<b>Basis for Relative Priority</b>	Public outreach identified homelessness as closely linked to affordable housing, often intertwining the two issues. Social services for individuals and families experiencing homelessness is a high need. Often, social service providers are struggling to stay financially stable while still trying to meet the increasing demands for their services.

### SP-35 Anticipated Resources

#### Introduction

#### Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	663,930	0	100,000	763,930	2,655,720	CDBG funds leverage local, state, and federal funds. Agencies are able to combine funding sources in order to provide a wider range of services to the community.

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

CDBG and HOME funds are important resources in the community and used in conjunction with local, state, other federal and private funds to support housing and other projects. Each of the cities is supportive of efforts by other organizations to obtain funding for projects to address needs and goals outlined in this plan and in meeting needs in the Tri-Cities. Cities also assist community organizations in strategizing, applying for, accessing, and developing new resources and partnerships. CDBG and HOME funds are frequently used to leverage local, state and federal funds such as United Way, Washington State Housing Trust Funds, Emergency Solutions Grant, housing and homeless funds generated by recording fee and county or city general funds.

Each city, as a HOME Consortium participant, is required to match HOME funds. That match is met using city general funds or other non-federal funds, land made available at reduced cost (below appraised value), in the form of reduced financing fees from lenders and appraisers, grants for affordable housing from nonfederal sources, donated construction/housing materials and volunteer labor.

**If appropriate, describe publically owned land or property located within the state that may be used to address the needs identified in the plan**

Not applicable

**SP-40 Institutional Delivery Structure**

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
City of Kennewick	Government	Economic Development Homelessness Non-homeless special needs Ownership Planning Rental neighborhood improvements public facilities public services	Jurisdiction

## **Assess of Strengths and Gaps in the Institutional Delivery System**

Tri-Cities CDBG and HOME staff works with a variety of nonprofit and governmental agencies during the planning, project proposal, and implementation stages of the programs. While the City of Richland is the lead entity, it relies heavily on the staff of the other two cities for support in the HOME program. Each city is responsible for all functions of its CDBG Program. A primary strength of the Tri-Cities consortium is the close working relationship between the cities as well as between the departments charged with administering the HUD programs. In turn, agencies such as Benton Franklin Community Action Connections, TRIDEC, the Benton Franklin Continuum of Care, Benton Franklin Council of Governments, and several nonprofit agencies work in all three cities, improving the effectiveness of coordination and efficiencies. The fact that the three cities are in close proximity, with common issues and opportunities, provides a basis for cooperation and shared understanding.

Staff of the cities and representatives of nonprofit services and housing agencies participate on committees crossing jurisdictional lines. This includes the Continuum of Care and the Benton Franklin Human Services Department. Staff of the three cities have developed and coordinated standardized reporting forms to reduce administrative burdens placed on recipients.

The Commissioners of each of the Housing Authorities are appointed by the City Councils of each of the cities. There is a close working relationship with the Housing Authorities, some of whom have used HOME and CDBG funds for assisted housing development activities and whose residents have benefitted from public services delivered by the area's nonprofit agencies. A limitation on cooperative efforts is the lack of new federal resources available to the Housing Authorities that could be used to supplement HOME and CDBG funds.

The cities have consistently used their relationships with local groups that include representatives of faith-based organizations, nonprofit organizations and local coalitions to obtain input on needs in the community and proposed activities. The overarching challenge is lack of resources, including limited staffing and administrative capacity to take on responsibilities that are required of handling federal funds.

Nonprofit agencies, the Housing Authorities, and other providers are facing the same challenges. Still, steps have been taken to coordinate services, increase efficiencies, and reduce duplication. This is becoming increasingly important as the Tri-Cities are continues to grow substantially in all areas and economic brackets. A significant step for providers is the Coordinated Entry System (CES), an effective tool in appropriate connection of homeless persons with housing and services in the Tri-Cities. Although the CES is still somewhat new to the CoC, it is taking the responsibility seriously and working on relationships with community partners to enhance its effectiveness.

## **Availability of services targeted to homeless persons and persons with HIV and mainstream services**

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
<b>Homelessness Prevention Services</b>			
Counseling/Advocacy	X	X	X
Legal Assistance	X	X	
Mortgage Assistance	X		
Rental Assistance	X	X	X
Utilities Assistance	X		X
<b>Street Outreach Services</b>			
Law Enforcement			
Mobile Clinics			
Other Street Outreach Services	X	X	
<b>Supportive Services</b>			
Alcohol & Drug Abuse	X	X	X
Child Care	X	X	
Education	X	X	X
Employment and Employment Training	X	X	X
Healthcare	X	X	X
HIV/AIDS	X	X	X
Life Skills	X	X	X
Mental Health Counseling	X	X	X
Transportation			X
<b>Other</b>			

**Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)**

There is an array of services available throughout the Tri-Cities, with most service providers service area being the Tri-Cities as a whole and not a single city within the Consortium.

The exception is street outreach services from law enforcement and mobile clinics. Most of these services are targeted to people who are homeless or at-risk of homelessness.

**Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above**

The strength of the service delivery system is the close relationship between providers and funders, particularly in addressing homelessness and those at risk of being homeless. The Coordinated Entry System, with shared data, is a substantial achievement in improving services and cross-system efficiencies. Housing First and a focus on a systems approach to case management reduces and works to minimize returns to homelessness for families and individuals.

Given the Tri-Cities region substantial growth and thus increased demand for services, services providers are often spread thin. The gaps noted in the update of the Benton-Franklin 10-Year Plan to End Homelessness, Phase II identified three major gap areas, these gaps were also identified in stakeholder meetings and consultations for this plan. In the area of services, there is an increased demand for case management and rental assistance. Rental assistance was often cited as an unmet need; however a similar need of security deposit and first/last month's rent was noted as a significant barrier to those households that may have income but not enough cash on hand to get into a stable housing situation. In relationship to housing, there is a need for additional transitional housing for all homeless populations with intense case management, shelter for youth, and for affordable permanent housing at all income levels. Looking at the system as a whole, there is need for a centralized client intake, assessment and referral system for all homeless populations. Progress has been made toward meeting this gap. There is a Coordinated Entry System (CES) in place, and it is continuing to develop relationships and trust with its partners.

In addition, stakeholders interviewed in the planning process for this Consolidated Plan identified needs for services and housing for persons with serious mental illness; persons with substance abuse; persons with developmental disabilities; ex-felons; families and homeless teens; and, for the full range of services for seniors from housing through nursing care. Stakeholders also identified the need to increase/improve coordination among housing and service providers. Given that there is a single point of entry to the CES, additional coordination and communication among organizations will work to increase the effectiveness of providing services to those special needs populations throughout the Tri-Cities.

Tri-Cities residents who are most vulnerable are those with income below 50% AMI. Without sufficient income to absorb unexpected costs, what most may view as a minor setback may become critical for those households with very low income. For the working poor, childcare, health costs, transportation, food and housing/utilities compete for scarce dollars. Violence in the home, untreated serious mental illness and untreated substance abuse are circumstances demanding focused and sustained support which is not universally available.

**Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs**

The cities will continue to participate in cross-jurisdictional efforts to improve the institutional structure and reduce gaps in the service system. This includes participation in the Benton Franklin Continuum of

Care, Benton Franklin Human Services Department, involvement with Housing Authorities, and continued efforts to foster cooperation and focused coordination of funding and administrative efforts.

## SP-45 Goals

### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Increase and Preserve Affordable Housing Choice	2020	2024	Affordable Housing		Affordable Housing Choice		
2	Community, Neighborhood, and Economic Development	2020	2024	Non-Housing Community Development		Community and Economic Development		
3	Homeless Intervention and Public Services	2020	2024	Homeless Non-Homeless Special Needs		Public Services		

### Goal Descriptions

1	<b>Goal Name</b>	Increase and Preserve Affordable Housing Choice
	<b>Goal Description</b>	Expand the supply of affordable housing units by developing owner and renter-occupied housing, including acquisition and rehabilitation. Provide financial assistance to local housing development organizations to increase the supply of affordable housing. Funds will sustain or improve the quality of existing affordable housing stock, such as rehabilitation of housing, eligible code enforcement tasks, energy efficiency/weatherization improvements, removal of spot blight conditions, and ADA improvements. Funds will increase community awareness of lead-paint hazards and assist with testing for lead hazards. Provide homeownership opportunities through such activities as gap financing, down payment assistance and infill ownership.

2	<b>Goal Name</b>	Community, Neighborhood, and Economic Development
	<b>Goal Description</b>	Support for businesses that create jobs for lower-income residents and/or businesses that provide essential services to lower-income neighborhoods or provide stability to at-risk or blighted areas through activities such as façade improvements and support for micro-enterprises. Funds may support activities that improve the skills of the local workforce, including those with special needs. Improve community infrastructure by provision and improvements such as ADA ramps, sidewalks, curbs, gutters, streets, parks, playgrounds, community gardens, and streetlights. Funds may provide LID assessment payments for lower income households. Funds will be used to provide or improve public facilities, including neighborhood centers, recreation facilities, and neighborhood beautification projects.
3	<b>Goal Name</b>	Homeless Intervention and Public Services
	<b>Goal Description</b>	Funds will be used to support public services that respond to the immediate needs of persons in crisis and that support regional efforts to meet the basic living needs of lower-income households and individuals including persons with special needs, seniors, and disadvantaged youth. Support homeless facilities and increase housing resources that assist homeless persons toward housing stability and self-sufficiency. Support increased case management and a high degree of coordination among providers.

**SP-65 Lead-based Paint Hazards**

**Actions to address LBP hazards and increase access to housing without LBP hazards**

A substantial share of housing in each of the three cities is older and more at risk of having lead-paint hazards, which is particularly true of older units in poor maintenance, such as those in lower-income neighborhoods. The *Market Analysis* shows that nearly half of renter and owners in each city are currently living in homes built before 1980.

Each city will continue to create community awareness as an important component of reducing lead hazards. Education efforts focus on actions to take when rehabilitating or remodeling a home and steps to take if exposure to lead hazards is suspected. Each city will make those materials easily available in pamphlet form, via available links on websites, and in planning and building departments. All materials may be made available in several languages. The cities actively promote safe work practices and information for residents and contractors.

**How are the actions listed above integrated into housing policies and procedures?**

The cities use Lead-based Paint (LBP) Safe Checklists to evaluate applicability of the lead safe housing rule to projects funded with CDBG and HOME funds. The cities work with approved contractors to perform testing to identify lead based-paint hazards and will assure compliance after remediation work through risk assessments and clearance exams.

## **SP-70 Anti-Poverty Strategy**

### **Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families**

Each of the three Consolidated Plan goals has the aim to reduce the number of households in poverty, in addition to providing relief from the financial burdens of poverty. The goal to increase and preserve affordable housing choices (particularly rental housing) will remove some of the burden of cost, increase housing safety, and result in housing stability for some Tri-Cities households. Assisting households in meeting their housing needs, it often frees up that household to focus energy and resources on job skills, work opportunities, and educational opportunities.

To the extent physical environments are improved, streets and roads made safer and more amenable to multiple modes of transportation, and people feel safer on their streets and downtown, the community is more attractive to new residents and new businesses/workers. The three cities have in the past and will continue to explore ways to use CDBG funds to support programs that help employ persons in poverty, such as the Pasco Specialty Kitchen, and to invest in training and support for new and existing businesses that provide quality jobs to the region. Supportive services offer the opportunity to make choices about self-sufficiency and a way out of poverty and the contributing circumstances (e.g., domestic violence, mental illness, loss of employment, illness).

### **How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan**

The Tri-Cities Consolidated Plan focuses on meeting the needs of lower-income persons and neighborhoods. The Consortium will use HOME and CDBG funds to support low and moderate income families while supporting broader community-wide strategies to increase self-sufficiency and increase economic opportunities.

The CDBG program staff are active participants in CoC meetings, where needs, resources, and strategies are regularly discussed and coordinated. Each of the three cities has their own Comprehensive Plan, those plans each consider their own cities as part of the region as a whole. Both Benton and Franklin counties continue to expand their housing, behavioral health, and supportive serve systems. Notably, this includes continues work on the Coordinated Entry System (CES) that works to increase efficiencies and outcomes of the CoC in the region.

The cities will continue to coordinate with the Housing Authorities to support opportunities to expand voucher programs and maintain capacity to assist lowest income households. Over the years, a close,

cooperative relationship between the Benton Franklin Community Action Committee (CAC) allows the cities to support a coordinated effort to reduce burdens for those living in poverty.

## **SP-80 Monitoring**

**Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements**

The City of Richland is responsible for monitoring Richland CDBG and HOME Consortium program subrecipients. The Cities of Kennewick and Pasco are responsible for their respective CDBG program subrecipients. All are responsible to ensure compliance with all federal, state, and local rules, regulations and laws.

Monitoring is accomplished through on-site monitoring, desk monitoring, written correspondence, and phone conversations. Technical assistance is offered throughout the year, both to new sub-recipients and existing subrecipients. Subrecipients are required to provide written quarterly reports to identify progress made in the program and how funds have been used.

Housing projects funded by CDBG or HOME Programs are typically made as loans documented by recorded deeds of trust, promissory notes, and other contractual loan agreements. These documents establish the obligations for compliance with CDBG or HOME regulations. All housing projects are required to secure building permits and comply with zoning and building code requirements. Housing units are inspected and corrections are required to meet building codes as part of the permitting process. HOME funded projects to purchase existing units receive an on-site housing quality standards (HQS) inspection and visual paint inspection. Specific language is in the written contractual agreement and Deeds of Trust to assure the assisted unit complies with affordability requirements.

A performance measurement system to determine the impact federal dollars are making in the community assists in monitoring program and subrecipient performance. These actions identify potential areas of concern and assist in making necessary changes to ensure programs operate efficiently and effectively. The cities do not monitor grants or loans awarded directly to other entities by HUD or other Federal or non-Federal agencies.

## Annual Action Plan

### AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

#### Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	663,930	0	100,000	763,930	2,655,720	CDBG funds leverage local, state, and federal funds. Agencies are able to combine funding sources in order to provide a wider range of services to the community.

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

CDBG and HOME funds are important resources in the community and used in conjunction with local, state, other federal and private funds to support housing and other projects. Each of the cities is supportive of efforts by other organizations to obtain funding for projects to address needs and goals outlined in this plan and in meeting needs in the Tri-Cities. Cities also assist community organizations in strategizing, applying for, accessing, and developing new resources and partnerships. CDBG and HOME funds are frequently used to leverage local, state and federal funds such as United Way, Washington State Housing Trust Funds, Emergency Solutions Grant, housing and homeless funds generated by recording fee and county or city general funds.

Each city, as a HOME Consortium participant, is required to match HOME funds. That match is met using city general funds or other non-federal funds, land made available at reduced cost (below appraised value), in the form of reduced financing fees from lenders and appraisers, grants for affordable housing

from nonfederal sources, donated construction/housing materials and volunteer labor.

**If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

Not applicable

## AP-20 Annual Goals and Objectives

### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Increase and Preserve Affordable Housing Choice	2020	2024	Affordable Housing				
2	Community, Neighborhood, and Economic Development	2020	2024	Non-Housing Community Development				
3	Homeless Intervention and Public Services	2020	2024	Homeless Non-Homeless Special Needs				

## AP-35 Projects

### Introduction

#	Project Name
1	Infrastructure
2	Public Service
3	Administration

## AP-38 Project Summary

### Project Summary Information

1	<b>Project Name</b>	Infrastructure
	<b>Target Area</b>	
	<b>Goals Supported</b>	
	<b>Needs Addressed</b>	
	<b>Funding</b>	:
	<b>Description</b>	Install public pathway on Kennewick Irrigation District ROW between Edison & Union Streets - Install improvements to Underwood and Monopoly public parks - Install infrastructure in City ROW to facilitate Kennewick Housing Authority 16-unit Micro Home project
	<b>Target Date</b>	
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	
	<b>Planned Activities</b>	
2	<b>Project Name</b>	Public Service
	<b>Target Area</b>	
	<b>Goals Supported</b>	
	<b>Needs Addressed</b>	
	<b>Funding</b>	:

	<b>Description</b>	Provide COK LMI youth with recreation opportunities through scholarships - provide developmentally disabled young adults with therapeutic recreation opportunities through ARC scholarships - provide senior citizens with meals through Senior Life Resources Meals on Wheels program
	<b>Target Date</b>	
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	
	<b>Planned Activities</b>	
<b>3</b>	<b>Project Name</b>	Administration
	<b>Target Area</b>	
	<b>Goals Supported</b>	
	<b>Needs Addressed</b>	
	<b>Funding</b>	:
	<b>Description</b>	Provide program oversight for 2020 CDBG program
	<b>Target Date</b>	
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	
	<b>Planned Activities</b>	

## **AP-50 Geographic Distribution**

### **Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

No specific geographic target areas have been identified. Kennewick's CDBG funds will be available to assist lower income residents within Kennewick city limits with priority placed on those activities that provide a benefit in the oldest neighborhoods of Kennewick.

## **AP-85 Other Actions**

### **Introduction**

One of the challenges to meeting underserved needs by any one group is the lack of staff capacity, financial resources, and supportive services necessary to address all needs. All three cities attend, support and are active members of Continuum of Care (CoC), an organization comprised of local non-profit, housing, public service, correctional, and government agencies throughout Benton and Franklin counties. The CoC has established a Coordinated Entry System (CES) that is fully implemented that aims to create efficiencies in the service provider network by not duplicating services and matching those in need of services to those organizations most suited to meet those needs.

### **Actions planned to address obstacles to meeting underserved needs**

Decent housing can be made available to those below 30% median income by joining forces with community advocates such as the Benton Franklin Home Base Housing Network, Benton Franklin Community Action Committee and the Department of Human Services to provide affordable housing for this underserved population. Typical projects to meet this goal would be family shelter, domestic violence shelter, developmentally disabled and chronically mentally disabled housing, elderly housing, migrant farmworker housing, homeless prevention rapid rehousing programs and state and local housing trust funds. The City supports the efforts of local non-profit agencies to meet needs of underserved populations.

### **Actions planned to foster and maintain affordable housing**

The City will continue to support the efforts of various nonprofit agencies, housing authorities and CHDO's to provide affordable housing opportunities for special needs populations through the use of CDBG and HOME funds. Rehabilitation priority is given by the City and by Benton Franklin CAC Energy Efficient Healthy House Program to those homes occupied by frail elderly or homeowners and renters with disabilities. City staff will be available to assist in identifying potential funding sources and provide technical assistance within staff capacity, and will remain receptive to forming partnerships with other

entities to assure vulnerable populations are able to reside in decent, safe housing.

### **Actions planned to reduce lead-based paint hazards**

The City will provide education on lead-based paint including information on Safe Work Practices, actions to take when rehabbing or remodeling a home, and steps to take if exposure to lead hazards is suspected.

The pamphlets “Renovate Right” and “Protect Your Family from Lead in Your Home” published by Washington Department of Commerce and Environmental Protection Agency (EPA) will be distributed to all potential housing clients and be available via online links from the City’s website.

In compliance with Program Update 05-11, the Lead Based Paint (LBP) Safe Checklist is utilized to evaluate applicability of the lead safe housing rule to CDBG and HOME funded projects. The City will work with pre-qualified contractors to perform testing as necessary to identify lead hazards, and assure compliance after remediation work through clearance exams as required for persons assisted with CDBG or HOME funds.

### **Actions planned to reduce the number of poverty-level families**

The activities outlined in this plan will work to increase economic opportunities in the Tri-Cities area. Through working with local businesses and, creating needed infrastructure and facilities updates/maintenance, the cities are working to increase the number of opportunities for financial security in the area.

Also, each city funds public services that increase capacity for local non-profit service organizations that work directly with low-income households with the aims of first creating stability and then working to identify opportunities to transition out of poverty.

### **Actions planned to develop institutional structure**

The City will pursue various activities outlined in the 2020-2024 Consolidated Plan to strengthen and coordinate actions with housing, nonprofit, and economic development agencies. Staff will continue to participate in the Continuum of Care Task Force to assist in the coordination of government agencies, nonprofit organizations, housing developers, social service providers, and Continuum of Care providers to meet the needs of homeless individuals and families. Richland staff will participate in the Point-in-Time Count, used to measure community trends and shifts that are impacting those individuals and families experiencing homelessness.

### **Actions planned to enhance coordination between public and private housing and social**

## service agencies

The City supports efforts by agencies to apply for or leverage other funding sources that might become available during the year. City staff will be available to provide some technical assistance support of projects that meet a Housing and Community Development need as identified in the 2020-2024 Consolidated Plan and will assist organizations to apply for funds from other local, state or federal resources within staff capacity.

## AP-90 Program Specific Requirements

### Introduction

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

### Community Development Block Grant Program (CDBG)

#### Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
<b>Total Program Income:</b>	<b>0</b>

### Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

# Council Agenda Coversheet



Agenda Item Number	6.b.	Council Date	11/05/2019
Agenda Item Type	Public Hearing		
Subject	2020 HUD Draft Annual Action Plan		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Management Services		

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

### Recommendation

Staff recommends the approval of the 2020 Draft Community Development Block Grant (CDBG) Annual Action Plan as prepared by the Community Development Block Grant Advisory Committee (Committee) and Staff.

### Motion for Consideration

I move to approve the 2020 Draft Community Development Block Grant Annual Action Plan and funding recommendation as prepared by the CDBG Committee and Staff.

### Summary

The City of Kennewick is an entitlement City as granted by the Federal Department of Housing and Urban Development (HUD) and so is an annual recipient of CDBG and HOME funds.

HUD regulations stipulate certain eligible uses for these funds and require the City to submit a five-year plan as to community needs followed by an Annual Action plan that specifies how the needs will be addressed using the available funds. The amount of the 2020 grant has not yet been established, but historical indications are that the Block Grant will be approximately \$625,000 with an additional \$110,000 in HOME funds. The Committee held a Public Hearing in the summer to gather community input after which applicants were given six weeks to submit applications for grant funding. The Committee reviewed the applications and conducted oral presentations / interviews with the applicants.

The Committee and staff considered the objectives on the Consolidated Plan and the Allocation Policy as they established the recommendation for the funding summary that is attached. The decision to fund a project was also based on any past experience with the applicant, their ability to obtain funding elsewhere, and the benefit to Kennewick low- and moderate-income residents.

### Alternatives

Return to Committee for further consideration.

### Fiscal Impact

None

Through	Alisha Piper Oct 24, 15:00:08 GMT-0700 2019
Dept Head Approval	Christina Palmer Oct 29, 13:12:48 GMT-0700 2019
City Mgr Approval	Marie Mosley Nov 01, 10:41:14 GMT-0700 2019

Attachments: 2020 Council Funding Recommendations  
2020 Annual Action Plan

Recording  
Required?



# 2020 ANNUAL ACTION PLAN

Supplement to  
2020 – 2024 Consolidated Plan

For further information contact:

Alisha Piper  
City of Kennewick  
Community & Corporate Services  
P.O. Box 6108  
210 West 6<sup>th</sup> Avenue  
Kennewick, WA 99336  
(509) 585-4432



# FIRST YEAR ACTION PLAN

## INTRODUCTION (AP15)

The Cities of Richland, Kennewick and Pasco are entitlement communities under Title 1 of the Housing and Community Development Act of 1974. Each city is eligible to receive federal funds annually from the US Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG) Program. Each city is separately responsible for planning and administering housing and community development activities within their jurisdiction, and implementing, monitoring, and reporting to HUD on the use of CDBG funds.

Richland, Kennewick and Pasco, as contiguous units of local government, entered into a Cooperative Agreement in 1995 to form the Tri-Cities HOME Consortium. The agreement was amended in 2007 to include an automatic renewal clause. At least every three years the Cooperative Agreement is re-evaluated by each city to determine continued participation in the Consortium and to propose change. The Tri-Cities HOME Consortium is eligible to receive annual federal HOME dollars from HUD under the HOME Investment Partnership Program authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended. Richland serves as the lead entity for the Tri-Cities HOME Consortium, and acts as the administrative, monitoring and reporting agency to HUD.

As each of the three cities share a common set of goals and directions for meeting the community development and affordable housing needs of lower income persons, the cities collaboratively prepared a 2020-2024 Tri-Cities Regional Consolidated Plan. The Plan provides the community with an assessment of needs and market conditions, establishes priority needs, sets goals to respond to the identified needs, and establishes outcome measures to serve as a basis for developing Annual Action Plans.

The activities proposed in the 2020 Annual Action Plan will be funded by CDBG allocations, program income, and existing unallocated funds. The City of Kennewick also has the option as an entitlement community to apply for a Section 108 Loan guarantee in an amount not to exceed five times its current year annual CDBG allocation.

If the 2020 CDBG funding is above the anticipated amount listed under “Expected Resources”, the additional funds could be applied to the installation of additional amenities in Monopoly and Underwood Parks. If CDBG funding is below the anticipated amount, the shortfall in funds will be covered through the expenditure of existing unallocated previously awarded funds. Should the amount of unallocated funds not be enough to cover the shortfall, the scope of the infrastructure projects will be reduced commensurately and the Public Service project awards will each be reduced to reflect the expenditure of no more than 15% of the entitlement.

**EXPECTED RESOURCES**

**Table 1: Expected Resources Priority Table**

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Amount Available Remainder of Plan	Narrative Description
			Annual Allocation	Program Income	Prior Year Resources	Total		
CDBG	Federal	Admin/Planning Economic Development Public Improvements Public Services	\$663,930	\$10,000	TBD at the end of 2019	\$673,930	\$0	

Prior year resources can include the following:

- Entitlement funds from previous years that were not fully spent down due to projects coming in under budget (i.e. youth recreation scholarships that did not have as many program applicants and participants as expected or Public Works projects that received lower than anticipated bids)

**Leveraging Funds and Matching Requirements (AP15)**

The Cities of Richland, Kennewick and Pasco are supportive of efforts by other agencies to apply for or leverage other funding sources that might become available during the year. City staff will be available to provide written and verbal support of projects that will meet a housing and community development need as identified in the 2020-2024 Consolidated Plan, and, within staffing capacity, will assist other organizations that implement portions of the Plan to apply for funds from other local, state, or federal resources.

Each city, as a participating jurisdiction of the Consortium, must make a permanent contribution to show support of affordable housing in the community. The contribution is considered to be a match for federal HOME dollars and must be 25% of the funds drawn from the jurisdiction’s HOME Investment Trust Fund Treasury account, excluding funds identified for administering the HOME program and program income. Match obligations are satisfied by permanent non-federal investment in, or contribution to, HOME assisted or HOME eligible projects by reduction or contribution from the City’s General or other non-federal funds, reduced cost for land purchased below appraised value, reduced financing fees from lenders and appraisers, grants for affordable housing from non-federal sources, donated construction/housing materials, and volunteer labor.

**ANNUAL GOALS AND OBJECTIVES**

**Table 2: Goals Summary**

Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
Community development	2020	2024	Non-housing community development	N/A	Community & economic development	\$617,000	Public facility or infrastructure other than low/moderate-income housing benefit: persons assisted
Homeless & services	2020	2024	Non-homeless special needs	N/A	Homeless & public services	\$80,000	Public services activities other than low/moderate-income housing benefit: persons assisted

**PROJECTS**

*Introduction (AP35)*

If any additional amount of funding is required to complete the 2020 infrastructure projects, those funds will come from additional unallocated CDBG entitlement funds or Program Income.

**Table 3: Project Information**

Project #	Project Name
<b>1</b>	<b>Infrastructure Improvements</b>
a	COK Public Pathway on KID ROW between Edison & Union Streets
b	COK Underwood Park Amenities (Basketball Court)
c	COK Monopoly Park Amenities (Play Structure / Picnic Area)
d	KHA Micro Home Infrastructure Improvements in City ROW
<b>2</b>	<b>Public Service</b>
a	COK Youth Recreation Scholarships
b	ARC Therapeutic Recreation Scholarships
c	Senior Life Resources Meals on Wheels
<b>3</b>	<b>CDBG Administration</b>

<b>1a</b>	<b>Project name</b>	<b>COK Public Pathway on KID ROW between Edison &amp; Union Streets</b>
	<b>Target area</b>	
	<b>Goals supported</b>	Improve community infrastructure
	<b>Needs addressed</b>	Improve access for persons with disabilities and the elderly by providing paved accessible pathway located off busy arterial streets
	<b>Funding</b>	CDBG : \$299,000
	<b>Description</b>	Install paved pathway
	<b>Location description</b>	KID right-of-way is between S. Edison Street and S. Union Street north of W. 4 <sup>th</sup> Avenue
	<b>Planned activity</b>	See above
	<b>Target date</b>	October 31, 2020

	<b>Indicator/outcome</b>	Increased Accessibility
<b>1b</b>	<b>Project name</b>	<b>COK Underwood Park Amenities</b>
	<b>Target area</b>	
	<b>Goals supported</b>	Improve public facilities
	<b>Needs addressed</b>	Underwood Park has substandard signage and a non-functioning basketball court
	<b>Funding</b>	CDBG: \$56,000
	<b>Description</b>	Install basketball court and signage in Underwood Park
	<b>Location description</b>	2020 W. 7 <sup>th</sup> Avenue
	<b>Planned activity</b>	See above
	<b>Target date</b>	October 31, 2020
	<b>Indicator/outcome</b>	Suitable living environment
<b>1c</b>	<b>Project name</b>	<b>COK Monopoly Park Amenities</b>
	<b>Target area</b>	
	<b>Goals supported</b>	Improve public facilities
	<b>Needs addressed</b>	Monopoly Park is outdated with non-appealing play structures for children or families
	<b>Funding</b>	CDBG: \$101,000
	<b>Description</b>	Install new vandalism impervious play structures, picnic shelter, drinking fountain and signage
	<b>Location description</b>	825 S. Date Street
	<b>Planned activity</b>	See above
	<b>Target date</b>	October 31, 2020
	<b>Indicator/outcome</b>	Suitable living environment
<b>1d</b>	<b>Project name</b>	<b>KHA Micro Home Infrastructure Improvements in City ROW</b>
	<b>Target area</b>	
	<b>Goals supported</b>	Improve community infrastructure
	<b>Needs addressed</b>	Kennewick Housing Authority wants to build 16 micro homes on E. 13 <sup>th</sup> Avenue and there is no existing supporting City infrastructure
	<b>Funding</b>	\$161,000
	<b>Description</b>	Install required upsized water and sewer lines as well as sidewalk, curb & gutter and street lighting as required by the City to support the project
	<b>Location description</b>	128 E. 13 <sup>th</sup> Avenue
	<b>Planned activity</b>	See above
	<b>Target date</b>	December 31, 2020
	<b>Indicator/outcome</b>	Improve accessibility to decent housing
<b>2a</b>	<b>Project name</b>	<b>COK Youth Recreation Scholarships</b>
	<b>Target area</b>	
	<b>Goals supported</b>	Support priority public services
	<b>Needs addressed</b>	Improve basic living needs of low- and moderate-income families
	<b>Funding</b>	CDBG: \$34,000
	<b>Description</b>	Support public services for youth
	<b>Location description</b>	Throughout the City
	<b>Planned activity</b>	See above
	<b>Target date</b>	December 31, 2020
	<b>Indicator/outcome</b>	Suitable Living Environment
<b>2b</b>	<b>Project name</b>	<b>ARC Therapeutic Recreation Scholarships</b>

	<b>Target area</b>	
	<b>Goals supported</b>	Support priority public services
	<b>Needs addressed</b>	Improve basic living needs of developmentally disadvantaged
	<b>Funding</b>	CDBG: \$23,000
	<b>Description</b>	Support public services for targeted population
	<b>Location description</b>	Throughout Tri-Cities
	<b>Planned activity</b>	See above
	<b>Target date</b>	December 31, 2020
	<b>Indicator/outcome</b>	Suitable living environment
<b>2c</b>	<b>Project name</b>	<b>Meals on Wheels</b>
	<b>Target area</b>	
	<b>Goals supported</b>	Support priority public services
	<b>Needs addressed</b>	Improve basic living needs of the elderly
	<b>Funding</b>	CDBG: \$23,000
	<b>Description</b>	Support public services for the elderly
	<b>Location description</b>	Senior Center onsite dining room and delivery service the homebound seniors
	<b>Planned activity</b>	See above
	<b>Target date</b>	December 31, 2020
	<b>Indicator/outcome</b>	Suitable living environment
<b>3</b>	<b>Project name</b>	<b>CDBG Administration</b>
	<b>Target area</b>	
	<b>Goals supported</b>	Increase and preserve affordable housing choices Community neighborhood & economic development Homeless intervention & prevention and supportive services
	<b>Needs addressed</b>	Suitable living environment and create economic opportunity and improve accessibility
	<b>Funding</b>	CDBG: \$125,000 (not to exceed 20% of entitlement)
	<b>Description</b>	Administration
	<b>Location description</b>	210 W. 6 <sup>th</sup> Ave.
	<b>Planned activity</b>	Administer, plan and deliver community development programs to ensure compliance and success of programs to benefit low and moderate income people
	<b>Target date</b>	December 31, 2020
	<b>Indicator/outcome</b>	N/A

**Allocation Priorities and Barriers (AP35)**

Funding priorities are consistent with those stated in the Strategic Plan. The City of Kennewick intends to maximize the use of limited resources to ensure the highest benefit within the capacity to administer the program. Reduced funds have increased the challenge. Given the limited capacity, bricks and mortar projects resulting in visual physical improvements are important when those projects reduce barriers for physically impaired persons; result in the acquisition, construction or improvement to public facilities; and/or, result in neighborhood preservation and revitalization. High priority is also placed on projects that would result in enhancing the economic opportunities of residents.

The City likewise places a priority on bricks and mortar projects that result in the creation or preservation of housing for the elderly or populations with special needs. The City also funds social services to address community needs including projects to assist seniors or populations with special needs and disadvantaged youth.

Whenever feasible, projects that leverage additional funds and/or are coordinated with community partners are emphasized and given priority. The City does not anticipate obstacles to meeting the underserved needs addressed in the projects (within the anticipated funding levels).

### **GEOGRAPHIC DISTRIBUTION (AP50)**

All of the City's infrastructure improvements are located in low and moderate-income areas as defined by Census Tracts. Low and moderate-income Public Service projects are located throughout the City.

### **AFFORDABLE HOUSING**

#### *Introduction (AP55)*

In 2020 CDBG funds allocated to the City of Kennewick will be used to assist the Kennewick Housing Authority with required City infrastructure to support their project of developing a 16-unit Micro Home development. HOME goals are included in reporting by the City of Richland, the HOME lead.

A goal of the three Cities is to provide decent affordable housing for its residents. To support this effort each city has programs to address this need. The following provides a general overview of the types of programs and projects that supports this effort.

- HOME – Down Payment Assistance Program. Each City provides a down payment program, providing funds for low and moderate income first time homebuyers.
- HOME – CHDO. Support efforts of a CHDO to develop single family homeownership units.
- HOME – TBRA. The Consortium is looking into a variety of ways to support affordable housing including Tenant Based Rental Assistance.

### **PUBLIC HOUSING**

#### **Actions to Support Public Housing Needs (AP60)**

The City of Kennewick will help address the needs of public housing and activities in 2020 by continuing to work closely with and supporting efforts of the Kennewick Housing Authority. The City and Authority will continue to coordinate housing activities throughout the City.

There are a variety of assisted affordable housing options available in the Tri-Cities. HUD and the State of Washington (Washington State Housing Trust Funds and Washington State Housing Finance

Commission Tax Credits) subsidized housing programs have generated an inventory of housing; the majority of those are family units.

### **Actions to Encourage Residents (AP60)**

The Kennewick Housing Authority Governing Board includes one position designated for a resident representative. That position is currently filled and the resident representative is fully engaged. Public Housing residents are encouraged to attend Resident Council meetings to discuss how to become more self-sufficient. The Kennewick Housing Authority also encourages Section 8 participants to get their “Ducks in a Row for Housing Choice Voucher Homeownership”. This program provides an opportunity to utilize their rental assistance payment for homeownership.

### **HOMELESS AND OTHER SPECIAL NEEDS ACTIVITIES (AP65)**

The three cities will continue to be involved in the Benton Franklin Human Services planning efforts. The BFHS developed a plan for the homeless with the express purpose of giving nonprofit and government agency providers a “road map” of actions to follow to reduce homelessness in Benton and Franklin Counties. The plan is a concerted effort by numerous agencies, including the three cities, to develop a common understanding of the needs of the homeless and to agree upon a coordinated plan to improve services and housing for homeless. The goal of the plan is to move homeless individuals and families through a continuum of housing and supportive services leading them to permanent housing with the highest level of self-sufficiency they can achieve.

#### ***Assessing Individual Needs (AP65)***

Richland, Kennewick and Pasco will continue to encourage cooperation in sharing information to identify existing resources that might be available to meet the needs of the homeless, or those at risk of becoming homeless. Staff from the City will also participate in and support the annual Point-in-Time Count in Benton and Franklin counties scheduled for January 2020.

#### ***Addressing Emergency Shelter and Transitional Housing Needs (AP65)***

Emergency Solutions Grant funds are not directly administered by the Continuum of Care. However, the Continuum consults on funding decisions. The cities do not address emergency shelter and transitional housing needs of homeless, except through their involvement with Benton Franklin Community Action Committee (BFCAC) and Benton Franklin Human Services. The three cities do not receive ESG funds but will continue to support the development of homeless housing through community resources such as, potentially, the HOME program and 2060 and 2163 Recording Fee resources, as they have in the past.

***Transitions to Permanent Housing and Homeless Prevention (AP65)***

Kennewick purchased and rehabilitated a two-story 4-bedroom home to serve as transitional housing for homeless veterans. This facility has been in operation since 2010 and has housed many individuals for varying lengths of time. The facility is run by the Columbia Basin Veterans Coalition.

In 2010 the City purchased and rehabilitated a 4-plex to serve as transitional housing. Two of the units are used for housing victims of domestic violence and the other two are used for housing families recovering from substance abuse. The facility is jointly run by Domestic Violence Services of Benton and Franklin Counties and Elijah Family Homes.

***Assistance with Discharge Housing and services (AP65)***

Except for involvement with BFCAC, the three Cities don't provide assistance to those being discharged from publicly funded institutions or receiving assistance from public or private agencies.

**BARRIERS TO AFFORDABLE HOUSING (AP75)**

The purchase price and downpayment of a home generally serves as a significant barrier to affordable homeownership opportunities, particularly for lower income households. Local HUD-funded housing programs provide affordable housing opportunities for lower-income households by financing down payment assistance. Affordable housing opportunities are also available through programs for minor home repairs and weatherization upgrades to existing homes, decreasing energy costs for low income households.

All three cities encourage infill development to preserve older neighborhoods, and support increase of housing densities in areas where adequate public facilities and services (police and fire protection, schools, water, sewer, and drainage) are in place or can easily be provided.

**OTHER ACTIONS (AP85)**

Because of the layout of the Tri-Cities, Benton and Franklin Counties are taking a more regional approach for addressing obstacles to underserved needs. One of the challenges to meeting underserved needs by any one group is the lack of staff capacity, financial resources, and supportive services necessary to address all needs. The City attends, supports, and is an active member of Continuum of Care, an organization comprised of local non-profit, housing, public service, correctional, and government agencies throughout Benton and Franklin counties. By maintaining open communication, collaboration, and partnering efforts among all groups, and reducing duplication of effort, more needs of lower income people can be met.

**Actions to Meet Underserved Needs (AP85)**

Decent housing can be made available to those below 30% median income by joining forces with community advocates such as Benton Franklin Community Action Committee and the Department of Human Services to provide affordable housing for this underserved population. Typical projects to meet this goal would be family shelter, domestic violence shelter, developmentally disabled and chronically mentally disabled housing, elderly housing, migrant farmworker housing, homeless prevention rapid rehousing programs and state and local housing trust funds. The City supports the efforts of local non-profit agencies to meet needs of underserved populations.

**Actions toward Affordable Housing (AP85)**

The City will continue to support the efforts of various nonprofit agencies, housing authorities and CHDO's to provide affordable housing opportunities for special needs populations. City staff will be available to assist in identifying potential funding sources and provide technical assistance within staff capacity, and will remain receptive to forming partnerships with other entities to assure vulnerable populations are able to reside in decent, safe housing.

**Actions to Reduce Lead-Based Paint Hazards (AP85)**

The City will undertake the following actions in program years 2020-2024 to increase community awareness of lead based paint and its hazards. The City will provide education on lead based paint including information on Safe Work Practices, actions to take when rehabbing or remodeling a home, and steps to take if exposure to lead hazards is suspected.

The pamphlets "Renovate Right" and "Protect Your Family from Lead in Your Home" published by Washington Department of Commerce and Environmental Protection Agency (EPA) will be distributed to all potential housing clients, and be available via online links from the City's website.

**Actions to Reduce Number of Poverty-Level Families (AP85)**

Several activities may be undertaken to decrease cost-burdens for lower income people such as the various housing programs offered by the City and the Tri-Cities HOME Consortium. The City supports economic development projects that create jobs or provide education or training to enable people to become self-sufficient and have an opportunity to work at living wage jobs. Targeted revitalization of neighborhoods should increase the ability to impact the lives of lower income residents who reside there, and promote these areas as a desirable place to live with connectivity to other desirable neighborhoods.

**Actions to Develop Institutional Structure (AP85)**

The City will pursue various activities outlined in the 2020-2024 Consolidated Plan to strengthen and coordinate actions with housing, nonprofit, and economic development agencies. Staff will continue to participate in the Continuum of Care Task Force to assist in the coordination of government agencies, nonprofit organizations, housing developers, social service providers, and Continuum of Care providers to meet the needs of the homeless. Kennewick staff will participate in the Point-in-Time Count of the homeless, used to measure community trends. The City will, within staff capacity, continue to encourage and support joint applications for resources and programs among housing and service providers.

**Actions to Enhance Coordination (AP85)**

The City supports efforts by other agencies to apply for, or leverage other funding sources that might become available during the year. City staff will be available to provide written and verbal support of projects that meet a Housing and Community Development need as identified in the 2020-2024 Consolidated Plan, and will assist other organizations to apply for funds from other local, state or federal resources within staff capacity.

## FY 2020 CDBG Funding Recommendations

		GRANT	REQUEST	APPLICANT	PROJECT	COMMENTS
Facility / Infrastructure Improvements	1	\$299,000	\$299,000	COK Public Works	Install pathway on KID ROW between Union & Edison Sts.	
	2	\$56,000	\$154,060	COK Parks & Rec	Install new basketball court at Underwood Park	
	3	\$101,000	\$100,645	COK Parks & Rec	Install new play structure and add'l amenities at Monopoly Park	
	4	\$161,000	\$160,615	KHA Micro Homes	Infrastructure improvements required by the City to develop 16 micro homes	
		<b>\$617,000</b>				
Public Service Projects 15% Cap \$93,750	5	\$34,000	\$34,000	COK Youth Scholarship	Youth Recreation Scholarships	
	6	\$23,000	\$23,000	ARC of Tri-Cities	Therapeutic Recreation	
	7	\$23,000	\$20,520	Senior Life Resources	Senior Health Services Meals on Wheels	
		<b>\$80,000</b>				
	<b>\$125,000</b>	\$125,000	20% Admin. Cap			
	<b>\$822,000</b>	<b>TOTAL PLANNED EXPENDITURES</b>				

HUD 2020 Entitlement "Guesstimate"	\$625,000
2020 Program Income "Guesstimate"	<u>\$ 10,000</u>
SUBTOTAL	\$635,000

UNALLOCATED CDBG FUNDS – The City has \$400,000 in unallocated funds. Entitlement funds fluctuate each year (from a low of \$512,392 to a high of \$689,000). To ensure the projects can be funded as recommended regardless of the actual entitlement funds for the year, a minimal amount of unallocated funds are kept in reserve. When the City receives notification of the actual amount of 2020 funding (approximately June 2020) we will determine exactly how much of the reserve will be used to fund the 2020 recommended projects.

# Council Agenda Coversheet



Agenda Item Number	6.c.	Council Date	11/05/2019
Agenda Item Type	Resolution		
Subject	Analysis of Impediments to Fair Housing		
Ordinance/Reso #	19-24	Contract #	
Project #		Permit #	
Department	Management Services		

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

### Recommendation

Staff recommends the adoption of Resolution 19-24, the Draft Tri-Cities HOME Consortium 2020-2024 Analysis of Impediments to Fair Housing.

### Motion for Consideration

I move to adopt Resolution 19-24.

### Summary

As a condition to receiving annual federal grants under the Community Development Block Grant (CDBG) and HOME programs, the Cities which comprise the Tri-Cities HOME Consortium: Kennewick, Richland, and Pasco, are required to periodically undertake steps that affirmatively further fair housing. In order to demonstrate that the entitlement community is "affirmatively further fair housing," the community must conduct a Fair Housing Analysis which identifies any impediments to fair housing choice and what actions it will take to overcome the effects of any impediments identified. This report provides the cities with an assessment of the impediments to fair housing found in the area and recommends steps to overcome the impacts of the identified impediments. It is intended to be a tool to the cities in working with other agencies and organizations, including the banking and real estate industries toward the elimination of unfair housing practices.

The Cities of Kennewick, Richland, and Pasco (Consortium) currently operate, individually and cooperatively, Federal programs administered by the U.S. Department of Housing and Urban Development to provide community development and housing assistance to low- and moderate-income persons. This plan allows the Consortium to focus on the key recommendations to work toward the elimination of those impediments. The Cities will work together with the broader community in a cooperative effort over time, to impact the issues which impede Fair Housing within our communities.

### Alternatives

None recommended.

### Fiscal Impact

None

Through	Alisha Piper Oct 24, 14:59:27 GMT-0700 2019
Dept Head Approval	Christina Palmer Oct 29, 13:17:24 GMT-0700 2019
City Mgr Approval	Marie Mosley Nov 01, 12:05:01 GMT-0700 2019

Attachments:

Resolution 19-24 2020-2024 Analysis of Impediments AI Summary
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Recording Required?

CITY OF KENNEWICK  
RESOLUTION NO. 19-24

A RESOLUTION OF THE CITY OF KENNEWICK ADOPTING THE 2020-  
2024 ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING

WHEREAS, in 1968 the U.S. Congress passed the Fair Housing Amendments of the Civil Rights Act to provide protection against discriminatory practices in Housing; and

WHEREAS, the Cities of Richland, Kennewick, and Pasco currently operate, individually and cooperatively, Federal programs administered by the U.S. Department of Housing and Urban Development to provide community development and housing assistance to low and moderate income persons; and

WHEREAS, a condition to receiving annual federal grants under the Community Development Block Grant and HOME Program, the Cities are required to periodically undertake steps that affirmatively further fair housing; and

WHEREAS, the City of Richland is the lead agency of the Tri-Cities HOME Consortium and holds the responsibility to adopt the analysis and transmit the appropriate documentation to HUD; NOW, THEREFORE,

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, AS FOLLOWS:

**Section 1.** The 2020-2024 Tri-Cities HOME Consortium Analysis of Impediments to Fair Housing is hereby adopted.

**Section 2.** The City of Kennewick supports the City of Richland submitting this plan to HUD and providing such additional information and taking such steps as are necessary to obtain approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 5<sup>th</sup> day of November, 2019, and signed in authentication of its passage this 5<sup>th</sup> day of November, 2019.

Attest:

\_\_\_\_\_  
DON BRITAIN, Mayor

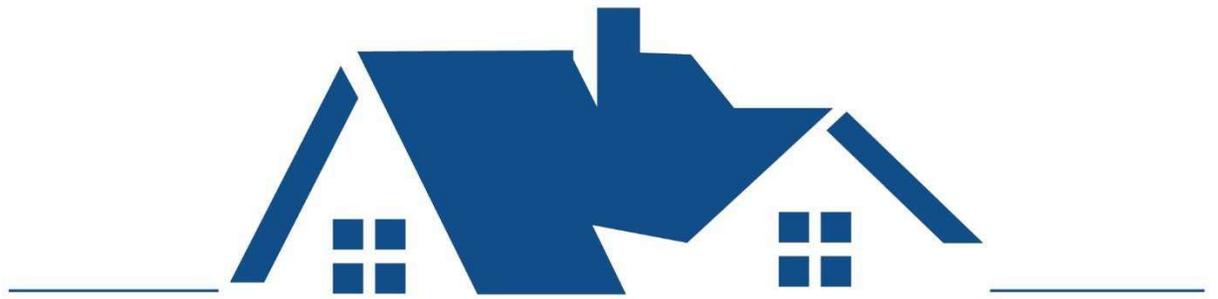
\_\_\_\_\_  
TERRI L. WRIGHT, City Clerk

RESOLUTION NO. 19-24 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington, this 6<sup>th</sup> day of November, 2019.

Approved as to Form:

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

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



# **TRI-CITIES HOME CONSORTIUM**

KENNEWICK · PASCO · RICHLAND

Analysis of Impediments to Fair Housing Choice

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## Executive Summary

This document contains an updated Analysis of Impediments to Fair Housing Choice (AI) for the Tri-Cities Consortium. Richland, Kennewick, and Pasco are entitlement communities under the U.S. Department of Housing and Urban Development’s (HUD) Community Development Block Grant Program (CDBG) and the HOME Investment Partnerships Program (HOME). In accordance with the Housing and Community Development Act of 1974, as amended, each entitlement community must “affirmatively further fair housing.” In order to demonstrate that the entitlement community is “affirmatively further fairing housing,” the community must conduct a Fair Housing Analysis which identifies any impediments to fair housing choice and what actions it will take to overcome the effects of any impediments identified.

This report provides the cities with an assessment of the impediments to fair housing found in the area and recommends steps to overcome the impacts of the identified impediments. It is intended to be a tool to the cities in working with other agencies, and organizations, including the banking and real estate industries toward the elimination of unfair housing practices.

From January 2017 to August 2019, the Northwest Fair Housing Alliance (NWFHA) referred to three (3) fair housing complaints to HUD or the Washington State Human Rights Commission (WSHRC). These complaints are then reviewed and addressed HUD or WSHRC. From January 2015 to the end of 2018, NWFHA received 22 allegations of fair housing violations.

To better understand the conditions associated with housing complaints the Tri-Cities conducted a thorough quantitative analysis of demographic, housing, socioeconomic, employment, mortgage lending, and bank location data to understand the current conditions in the Cities. The City complemented this data profile with a community survey, stakeholder interviews as well as a review and assessment of City plans, policies, and other resources to understand current conditions and identify potential impediments to fair housing choice.

## Introduction

Equal and unimpeded access to residential housing is a fundamental civil right that enables members of protected classes, as defined in the federal Fair Housing Act, to pursue personal, educational, employment, or other goals. Because housing choice is so critical to personal development, fair housing is a goal that government, public officials, and private citizens must embrace if social equity is to become a reality. The federal Fair Housing Act prohibits discrimination in housing based on a person’s race, color, religion, gender, disability, familial status, or national

origin. In addition, the U.S. Department of Housing and Urban Development (HUD) issued a Final Rule on February 3, 2012, that prohibits entitlement communities, public housing authorities, and other recipients of federal housing resources from discriminating on the basis of actual or perceived sexual orientation, gender identity, or marital status. Persons who are protected from discrimination by fair housing laws are referred to as members of the protected classes.

A growing body of research has demonstrated that limited housing choice has negative outcomes for child well-being, social mobility, and, ultimately, human capital development—all factors in public sector dependency. Limited housing choice for low-income households, therefore, can inhibit a city’s economic growth.

To ensure the prevention and elimination of housing discrimination and housing segregation as it pertains to fair housing choice, HUD requires all entitlements or jurisdictions directly receiving any of the four HUD formula grant programs, Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), HOME Investment Partnership Program (HOME), and Housing Opportunities for Persons With Aids (HOPWA), to certify that the jurisdiction will “affirmatively further fair housing choice” within their area of authority. “Affirmatively furthering fair housing” is defined by HUD as requiring a local jurisdiction to analyze to identify impediments to fair housing choice within the jurisdiction; to take appropriate actions to overcome the effects of any impediments identified through the analysis, and to maintain records reflecting the AI and actions taken in this regard.

Communities receiving HUD entitlement funds are required to:

- Examine and attempt to alleviate housing discrimination within their jurisdiction
- Promote fair housing choice for all persons
- Provide opportunities for all persons to reside in any given housing development, regardless of race, color, religion, gender, disability, familial status, national origin, actual or perceived sexual orientation, gender identity, or marital status
- Promote housing that is accessible to and usable by persons with disabilities, and
- Comply with the non-discrimination requirements of the Fair Housing Act.

An AI is a review of a jurisdiction’s laws, regulations, and administrative policies, procedures, and practices affecting the location, availability, and accessibility of housing. It is also an assessment of conditions, within both the public and private market, affecting fair housing choice.

## **TRI-CITIES Population and Housing**

The Tri-Cities has a very diverse population, with marked differences between the cities. These differences between cities continue to narrow. However, the demographic differences are still relatively significant. A substantial portion of the population is Hispanic, particularly in Pasco. While Pasco is home to the majority of the Tri-Cities Hispanic population, Kennewick and Richland are both seeing greater number of Hispanic households. In addition to this demographic trend, the Tri-Cities can expect an increase in the relative number of elderly residents. Some of this will be due to the aging of the baby boomers in the region that choose to stay into retirement age. Also, in-migration of elderly residents because some will be due to the aging of the baby boomers and some to in-migration as people seek to take advantage of the more moderate climate, slower pace of living, and more attractive costs of living. In-migration will result in changes in demand for housing and services – including types and costs of units, location of housing, access to services and care, and increased transportation options.

Housing development in the Tri-Cities has tended toward single-family and, to a much lesser extent, higher-end multifamily, in recent years. Housing costs in the Tri-Cities have rapidly increased, as they have in other areas. A significant issue discussed by individuals interviewed for this report is the lack of available rental housing, particularly housing affordable to lower-income households, the elderly and persons with disabilities. Vacancy rates hovering around 1% provide limited choice and increase barriers to attaining housing stability.

## **Fair Housing Laws**

### **The Federal Fair Housing Act**

Title VIII of the Civil Rights Act of 1968, as amended (Fair Housing Act), prohibits discrimination based on:

- Race or color
- National origin
- Religion
- Sex
- Familial status (including children under the age of 18 living with parents of legal custodians, pregnant women, and people securing custody of children under age 18)
- Disability

Further, the Fair Housing Act prohibits anyone taking any of the following actions based on the above outlined classes:

- Refusal to rent or sell housing
- Refusal to negotiate for housing
- Make housing unavailable
- Deny a dwelling
- Set different terms, conditions, or privileges for the sale or rental of a dwelling
- Provide different housing services or facilities
- Falsely deny that housing is available for inspection, sale or rental
- Persuade owners to sell or rent at a loss
- Deny access to or membership in a facility or service
- Refusal to make a mortgage loan
- Refusal to provide information regarding loans
- Impose different terms or conditions on a loan
- Discriminate in appraising property
- Refuse to purchase a loan
- Set different terms or conditions for purchasing a loan
- Threaten, coerce, intimidate or interfere with anyone exercising fair housing right
- Advertise or make any statement that indicates a limitation or preference based on race, color, religion, gender, disability, familial status or national origin
- Refuse to let a person with a disability make reasonable modifications
- Refuse to make reasonable accommodations in rules, policies, and practices if necessary
- Unless a building qualifies as housing for older persons, it may not discriminate based on familial status

The US Department of Housing and Urban Development (HUD) has received the authority and responsibility for administering this law. This authority includes handling of complaints, engaging in conciliation, monitoring conciliation, protecting individual's rights regarding public disclosure of information, authorizing prompt judicial action when necessary, and referring to the State or local proceedings whenever a complaint alleges a discriminatory housing practice.

## **Washington State Law**

Washington State has adopted a law that supplements the Federal Fair Housing Act, the Washington State Law Against Discrimination (RCW Chapter 49.60). The State law prohibits discriminatory practices in the areas of employment, places of public resort, accommodation, or amusement, in real estate transactions, and credit and insurance transactions on the basis of race, creed, color, national origin, families with children, sex, marital status, sexual orientation, gender identity, age, honorably discharged veteran or military status, or the presence of any sensory mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability; and prohibits retaliation against persons who oppose a discriminatory practice, and those

who file health care and state employee whistleblower complaints. ([www.hum.wa.gov](http://www.hum.wa.gov)).

The Washington State Human Rights Commission has a cooperative agreement with the Department of Housing and Urban Development to process and investigate dual-filed housing complaints for which the Commission receives funding under the Fair Housing Assistance Program (FHAP). Most of the Commission's housing cases are dual-filed with HUD – the exceptions are cases covered under State but not covered under federal law.

## **Background Information**

The Tri-Cities today is experiencing rapid population growth, including an increase in seniors because of the climate, pace of life, and cost of living. The economy remains strong compared to most of the country and, importantly, while its economy has become more diversified over the years, its workforce needs are still heavily tied to the 586 square mile Hanford cleanup site and associated high- tech industries.

With the advent of the wine industry, the nature of the agricultural sector continues to evolve with less reliance on the food processing industry. While these and other factors bond the three communities, each of the communities has a special degree of distinction and its own identity.

## **Demographics**

All parts of the Tri-Cities have seen substantial growth between 2010 and 2017, most notably Pasco with a 30% growth in population. Most of the growth is the result of in-migration, given the status of the growing economy, increased job prospects, a lower cost of living, and leisure activities nearby, Tri-Cities expects to see a steady increase in population over the next several decades.

Rapid growth creates demand for housing and services. The current low vacancy rates (1%) are indicative of this demand. Several factors have contributed to the population growth, including an increase in mobility between the three cities with the I-182 bridge over the Columbia River, and the development of several new residential subdivisions offering housing at relatively modest prices.

## Tri-Cities Population 1990-2017

Location	Year				Change 2010-2017
	1990	2000	2010	2017	
Kennewick	42,155	54,693	70,341	78,858	12%
Pasco	20,337	32,066	54,116	70,607	30%
Richland	32,315	38,708	45,780	53,991	18%
Benton County	112,560	142,475	167,077	190,559	14%
Franklin County	37,473	49,347	71,329	89,124	25%
Washington State					9%

Sources: US Census; ACS 1990, 2000, 2010, 2017.

A major impact in the following years will be a large population influx as a result of new jobs and increased educational opportunities. The Tri-Cities continues to grow at a rapid pace; it is also important to note that both Benton and Franklin Counties also continue to grow rapidly. This is indicative of regional growth and not just metropolitan growth because there are many smaller cities within the region that are also experiencing large levels of growth. Inevitably, the growth in the smaller surrounding cities will increase pressure on both services and housing in the Tri-Cities.

## Demographic Trends in Hispanic Population: 2010-2017

	2010	2017	Difference
Kennewick	22.9	26.9	4.0
Pasco	55.5	55.1	-0.4
Richland	7.4	11.0	3.6
Benton County	17.4	20.8	3.4
Franklin County	50.4	52.5	2.1
Washington State	10.5	12.3	1.8

Source: US Census

## Race/Ethnicity: 2017

Location	2017			
	Race		Ethnicity*	
	White Alone	Non-White	Hispanic	Non-Hispanic
Kennewick	76%	24%	27%	73%
Pasco	70%	30%	55%	45%
Richland	84%	16%	11%	89%
Benton County	80%	20%	21%	79%
Franklin County	72%	28%	53%	47%
Washington State	77%	23%	12%	88%

\*May be of any race.

Source: US Census.

The Tri-Cities has an increasingly diverse population. Pasco, in particular, has a large Hispanic population, and that population in Pasco continues to grow. Agriculture and associated seasonal

workers were historical origins. Over the years, those workers have settled in the area, built families and businesses and are an integral part of Pasco, the Tri-Cities, and other cities within the Benton/Franklin County area. Of those Hispanic families in the region, the vast majority are Mexican, with some representation Puerto Rican and Cuban families.

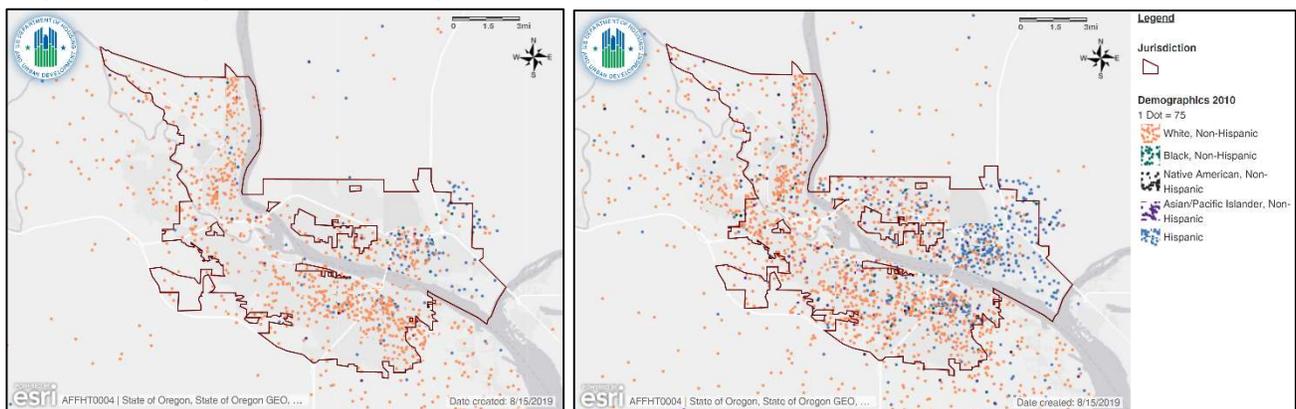
### Detailed Race: 2017

Race	Location					
	Kennewick	Pasco	Richland	Benton County	Franklin County	Washington State
American Indian and Alaska Native	1%	1%	1%	1%	1%	1%
Asian	2%	3%	5%	3%	2%	8%
Black or African American	2%	3%	2%	2%	2%	4%
Native Hawaiian and Other Pacific Islander	0.1%	0.2%	0.1%	0.1%	0.2%	1%
White	76%	70%	84%	80%	72%	77%
Two or more races	5%	4%	4%	4%	4%	6%

Source: US Census.

There continues to be a large percentage of foreign-born residents – Hispanic and non-Hispanic. People look for opportunities in agriculture and other economic sectors. Inability to speak English well, or at all, can be a barrier for those speaking Spanish, as well as those with other native languages (for example, Russian and Ukrainian). Inability to read English, or read at all, affects people’s ability to understand contracts. This lack of understanding was noted as a concern during stakeholder/public meetings on the topic of fair housing issues in the Tri-Cities region. This lack of understanding is involved in rental agreements, banking documentation, and plays an important role in predatory lending practices.

### Population by Race/Ethnicity Trend: 1990 to 2010



The shifts in demographics experienced in the Tri-Cities since 1990 are highlighted in the maps above. It’s apparent that the Hispanic populations have been moving to Pasco and Kennewick predominately. Most specifically, Eastern Pasco and Eastern Kennewick, on both sides of the

Columbia River.

## **RCAPS and ECAPS**

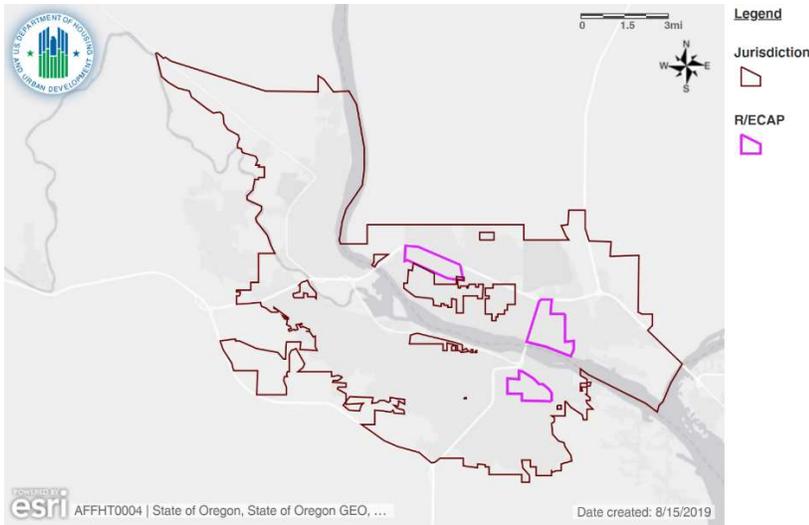
A large body of social research has demonstrated the powerful negative effects of residential segregation on income and opportunity for minority families. Historically, the Department of Housing and Urban Development (HUD) has relied on identifying racially and ethnically concentrated areas of poverty (RCAPs and ECAPs), geographic areas where both high poverty rates and a high percentage of minorities are clustered. The rationale for this analysis was to help communities determine where to invest housing resources by pinpointing the areas of the greatest existing need. However, current evidence suggests that adding more subsidized housing to places that already have a high concentration of social and economic issues (i.e. RCAPs and ECAPs) could be counter-productive and not meet the spirit of the goals of HUD programs.

This does not mean RCAP/ECAPs should be ignored by communities, however. Residents in RCAP/ECAPs still need services and high-quality places to live, and stabilizing and improving conditions in the lowest-income neighborhoods remains a key priority of HUD programs. Instead, investment should be balanced between existing RCAP/ECAPs and other neighborhoods that offer opportunities and advantages for families.

The standard HUD definitions of RCAPs and ECAPs are areas where the total non-White population is greater than 50%, and the poverty rate is greater than 40%. These baseline thresholds for defining RCAPs are meant to serve as a starting point for communities across the nation.

The RCAP and ECAP census tracts are highlighted below where these areas of high minority and poverty concentration are located to help inform our analysis.

## **2010 R/ECAP Census Tracts**



The three (3) R/ECAP census tracts in the Tri-Cities align fairly closely with the areas of that have seen large growths in the Hispanic population since 1990. Comparing the above map to the Race/Ethnicity trends map above, we can see that the two census tracts with the largest Hispanic growth from 1990 to 2010 are both identified as R/ECAP census tracts in 2010.

## Population and Disability

The Tri-Cities area has seen an increased portion of its population living with a disability. Most notably, those with disabilities most associated with elderly persons have increased. As many persons with disabilities rely on social security supplemental income (the majority income source within the disabled community), housing for persons with disabilities is a tremendous affordability problem. Persons on social security supplemental income can afford less than \$200 a month for rent and utilities (approximately 1/3 of total SSI income). Without rent assistance, this extremely low-income group of individuals has little choice but to live in overcrowded or sub-standard units, residing in homes of parents or siblings well into adulthood, couch surfing, or at risk of becoming homeless.

### Overall Change in Population with a Disability

	Kennewick	Pasco	Richland	Benton County	Franklin County	Washington State
2010	10.8%	9.5%	11.1%	11.1%	9.3%	12.0%
2017	14.1%	10.1%	14.3%	13.9%	10.1%	12.8%
Percentage Point Change	3.3	0.6	3.2	2.8	0.8	0.8

Source: US Census; 2010 & 2017

Richland and Kennewick have seen an overall increase in a population that is living with a disability

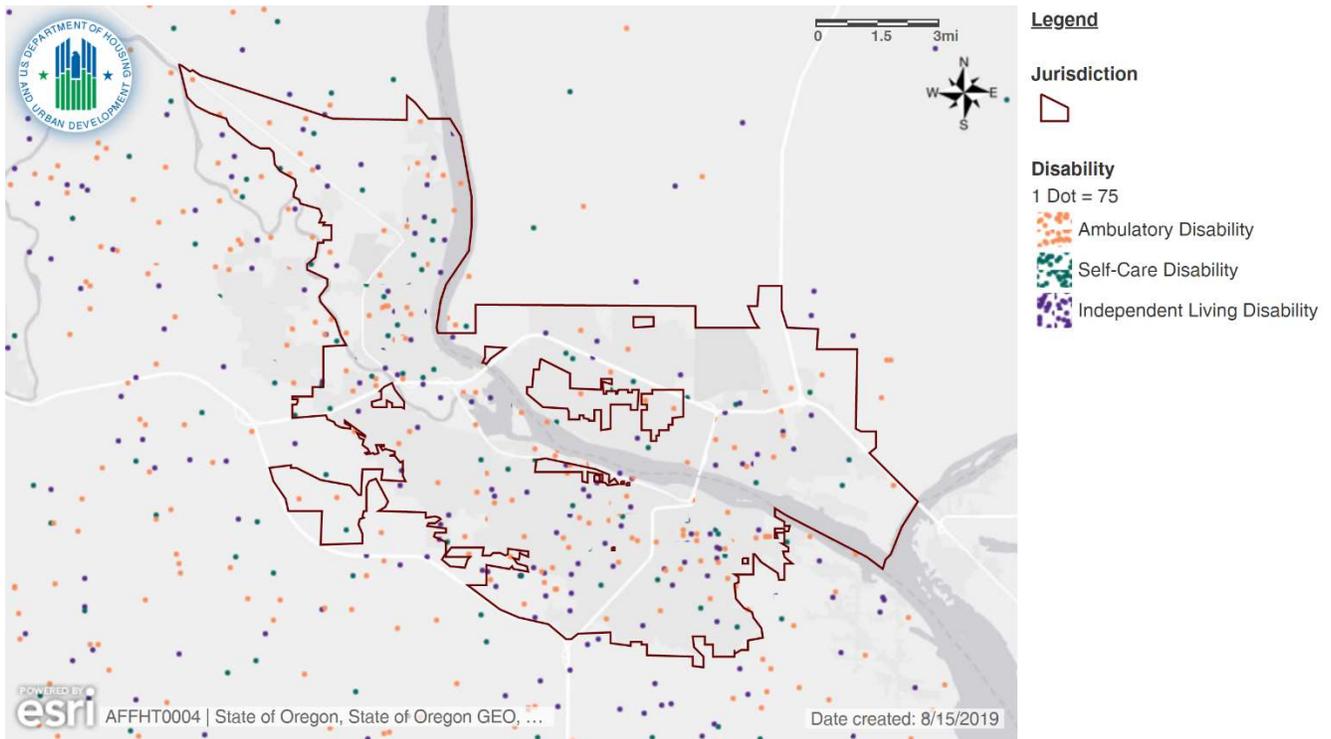
at a rate that is above both Franklin and Benton County as well as Washington state. This does not necessarily mean that the region is seeing a disproportionately high number of people with a disability moving to the area, rather it is more indicative of a region that is outpacing the general growth trend of its county and state.

**2017 Population by Disability Type**

	Kennewick	Pasco	Richland
Hearing	4.1%	3.0%	4.0%
Vision	2.4%	2.3%	2.5%
Cognitive	6.5%	4.3%	6.9%
Ambulatory	8.1%	5.4%	7.3%
Self-Care	2.6%	2.0%	2.7%
Independent Living	7.2%	4.4%	7.6%

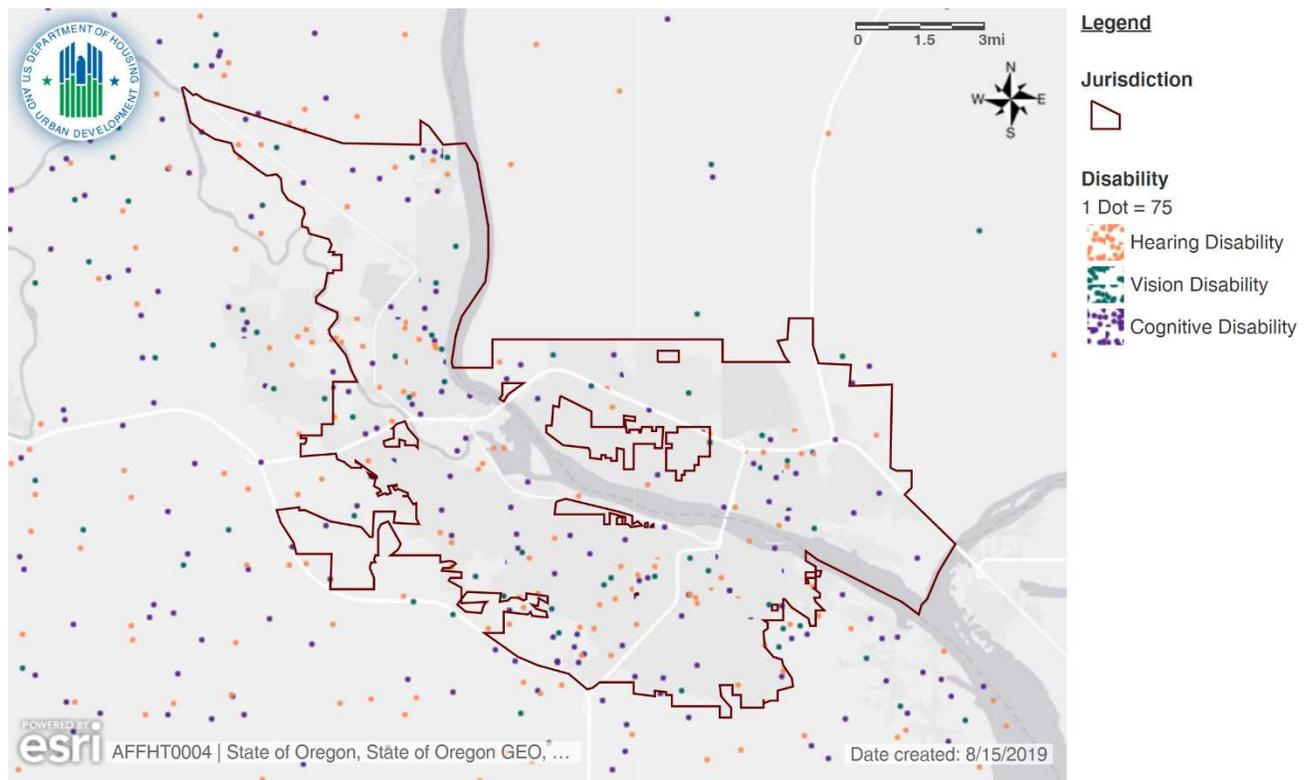
Source: US Census; 2017

## Population by Disability Type: 2010



The map above shows that there is no clear concentration of those persons living with a disability. However, it is notable that there is some clustering of just South of the Columbia River in Kennewick, where the R/ECAP census tract is located. Because these disability types are more often associated with elderly populations, it likely that those individuals identified in this map within the R/ECAP census tract are both elderly and a minority population.

## Population by Disability Type: 2010



The map above shows that there is no clear concentration of those persons living with a disability. These disability types are associated with a wider group of individuals, so it is more likely that these disability types will be distributed more evenly across any given region.

### Neighborhood Dissimilarity

The Social Science Data Analysis Network (SSDAN) is an academic organization that utilizes US Census Bureau data to interpret dissimilarities that exist between races when comparing neighborhoods. The primary outcome of this dataset is a view of segregation between races within a specific geographic area. The dissimilarity index is “the relative separation or integration of groups across all neighborhoods of a city. If a city’s white-black dissimilarity index were 65, that would mean that 65% of all white people would need to move to another neighborhood to make whites and black evenly distributed across all neighborhoods.” This means that an index of zero indicates even distribution, while 100 represents complete segregation.

### Dissimilarity Index for the Tri-Cities Region

	Dissimilarity Index with Whites	Percent of Total Population
White*		73%
Black*	50.2	1%
American Indian*	38.8	0.6%
Asian*	39.0	2%
Native Hawaiian*	73.3	0.1%
Other*	70.3	0.1%
Two or more races*	30.2	2%
Hispanic	55.9	21%

Source: Dissimilarity Index: [www.censuscope.org](http://www.censusscope.org)

\* Non-Hispanic Only

\*\*When a group's population is small, its dissimilarity index may be high even if the group's members are evenly distributed. Thus, use caution in interpreting dissimilarities among populations with less than 1,000 people (Native Hawaiian and Other)

It is important to note the above data is from the 2000 Census, and the Tri-Cities has grown significantly among Hispanic and non-white populations. Maps below will further outline racial and ethnic concentrations in the Tri-Cities.

From the above chart, the index number identifies what percentage of that demographic would need to disperse to a different neighborhood to be evenly distributed as compared to the majority population (in this case, whites). The most significant indexes are among the Native Hawaiian, Other, and Hispanic populations. Notably, the proportion of the population that is Native Hawaiian and Other are small, both under 250 respectively. However, the Hispanic population makes up a large percentage of the Tri-Cities population and their dissimilarity index is 55.9, meaning the Hispanic population is most likely concentrated in a few areas of the Tri-Cities.

### Households

Nearly 70 percent of the households in the Tri-Cities are family households. In 2017 there were more large families (5 or more persons) in Pasco than in the other two cities. The number of households comprised of single individuals is important to note. In 2017 about 25% of households in the Tri-Cities were comprised of single persons. As the "baby boomers" age and retired persons look for living opportunities in the Tri-Cities, this will increase the demand for specific types of housing and services.

### Types of Households 2017

Location	Family Households		Non-Family Households	
	2-4*	5+*	Singles	Other
Kennewick	55%	12%	26%	7%
Pasco	54%	22%	20%	4%
Richland	57%	9%	28%	6%
Benton County	58%	11%	25%	6%
Franklin County	55%	22%	19%	4%
Washington State	56%	9%	27%	8%

Source: US Census.

## Income

The chart reflects the substantial diversity in household income between the three cities. It is also clear that median earnings for women and men differ, due in no small part to different occupations. This has implications, of course, for women raising children on their own and for elderly-women whose financial circumstances may be reduced upon the death of a spouse. Median household income varies by race and ethnicity as well.

Disparities in median income, as shown in the table below affect the ability to secure suitable, affordable housing. Also, median income is the mid-point – 50% of households are earning less, often substantially less.

### Household Income 2017

Income Measure	Location		
	Kennewick	Pasco	Richland
Median household	\$54,420	\$59,969	\$71,025
Median family	\$63,372	\$63,468	\$91,623
Median earnings male*	\$51,560	\$42,629	\$73,691
Median earnings female*	\$33,931	\$34,841	\$47,656
Median household white alone**	\$57,481	\$64,569	\$71,601
Median household Hispanic**	\$40,999	\$44,578	\$45,900

\*Working full-time, year-round.

Source: US Census.

The table below examines the level of poverty in each of the cities as of 2017. Nearly a quarter of women with children under 5 years of age (and no husband present) were living in poverty in Kennewick and Pasco, and nearly half in Richland. Persons with disabilities who must rely on SSI as a major or exclusive source of income and elderly residents living on limited fixed incomes are examples of community members living in often extreme poverty. Poverty, compounded with special needs, reduces housing choice.

**Persons Living in Poverty 2017**

Population	Location		
	Kennewick	Pasco	Richland
Individuals	17%	17%	10%
Females alone w/children <5	27%	28%	41%

Source: US Census.

**Analysis of Home Mortgage Disclosure Act (HMDA) Data**

Unfettered access to fair housing choice requires impartial and equal access to the mortgage lending market. The Fair Housing Act prohibits lenders from discriminating against members of the protected classes in granting mortgage loans, providing information on loans, imposing the terms and conditions of loans (such as interest rates and fees), conducting appraisals, and considering whether to purchase loans. An analysis of mortgage applications and their outcomes can identify possible discriminatory lending practices and patterns in a community.

Under the terms of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989, any commercial lending institution that makes five or more home mortgage loans annually must report all residential loan activity to the Federal Reserve Bank under the terms of the Home Mortgage Disclosure Act (HMDA). The HMDA regulations require most institutions involved in lending to comply and report information on loans denied, withdrawn, or incomplete by race, sex, and income of the applicant.

The data help to identify possible discriminatory lending practices and patterns. The data focus on the number of homeowner mortgage applications received by lenders. The most recent HMDA data available for the Tri-Cities is from 2017. Government loans are considered FHA, FSA/RHS, or VA home loans. The information provided is for the primary applicant only; co-applicants were not included in the analysis. The data includes the entire Kennewick-Richland-Pasco Metropolitan Statistical Area (MSA), not just the Tri-Cities; although the Tri-Cities makes up the majority of the MSA’s population.

**Loan Applications Received by Race/Ethnicity**

	American Indian/Alaska Native	Asian	Black or African American	Native Hawaiian or Other Pacific Islander	White	Hispanic or Latino
Conventional Loans	0.4%	2.6%	0.8%	0.2%	81.2%	15.2%
Government Loans	0.9%	0.8%	1.3%	0.7%	84.4%	24.1%

Source: HMDA

The table above outlines all loan applications received by race for the region. For all loans received,

Whites accounted for over 80% of both categories of loans and Hispanic households applied for far greater government loans than for conventional loans. The representation of Hispanic households applying for loans is less than their representation of the population within the region.

### Loan Application Denials by Race/Ethnicity

	All Race & Ethnicity	American Indian/Alaska Native	Asian	Black or African American	Native Hawaiian or Other Pacific Islander	White	Hispanic or Latino	Not Hispanic or Latino
Conventional Loans	7.7%	10.5%	10.3%	5.4%	0.0%	5.5%	9.5%	4.8%
Government Loans	8.3%	0.0%	6.3%	7.4%	6.7%	7.9%	9.7%	6.9%

Source: Home Mortgage Disclosure Act (HMDA); 2017

The tables above outline the HMDA data as of 2017, reporting on loan application denials by race/ethnicity. The first column identifies what the denial rate is for the MSA as a whole, creating a comparison point from which to base possible discrimination when looking at loan denial rates.

### Loan Application Denials by Race/Ethnicity – Percentage Point Difference from Jurisdiction as a Whole

	American Indian/Alaska Native	Asian	Black or African American	Native Hawaiian or Other Pacific Islander	White	Hispanic or Latino	Not Hispanic or Latino
Conventional Loans	2.8	2.6	-2.3	-	-2.2	1.8	-2.9
Government Loans	-	-2.0	-0.9	-1.6	-0.4	1.4	-1.4

Source: Home Mortgage Disclosure Act; 2017

The table above outlines the percentage points difference from the jurisdiction as a whole. A negative number indicates that the demographic experiences a denial rate that is above the jurisdiction as a whole. Those places where the rate for a race/ethnicity is higher than the jurisdictional rate are highlighted in yellow.

### Loan Application Denials by Income Category & Race

	All Race and Ethnicity	American Indian/Alaska Native	Asian	Black or African American	Native Hawaiian or Other Pacific Islander	White	Hispanic or Latino	Not Hispanic or Latino
<b>Conventional Loans</b>								
< 50% Median Income	18.4%	0.0%	33.3%	0.0%	-	12.2%	14.5%	10.3%
50-79% Median Income	11.9%	25.0%	0.0%	0.0%	-	7.9%	11.7%	5.5%
80-99% Median Income	6.3%	0.0%	0.0%	0.0%	0.0%	4.3%	6.7%	3.3%

100-119% Median Income	7.6%	0.0%	0.0%	16.7%	0.0%	5.5%	9.7%	4.3%
>120% Median Income	5.2%	11.1%	13.9%	7.1%	0.0%	4.0%	5.2%	4.5%
<b>Government Loans</b>								
< 50% Median Income	20.3%	0.0%	0.0%	0.0%	0.0%	20.3%	19.8%	19.7%
50-79% Median Income	6.3%	0.0%	20.0%	0.0%	0.0%	6.2%	6.2%	5.6%
80-99% Median Income	6.3%	0.0%	0.0%	0.0%	0.0%	6.0%	8.0%	4.3%
100-119% Median Income	10.3%	0.0%	0.0%	20.0%	0.0%	10.9%	13.3%	10.8%
>120% Median Income	7.4%	0.0%	0.0%	20.0%	50.0%	6.2%	6.5%	6.1%

Source: Home Mortgage Disclosure Act; 2017

### Loan Application Denials by Income Category & Race – Percentage Point Difference From Jurisdiction as a Whole

	American Indian/Alaska Native	Asian	Black or African American	Native Hawaiian or Other Pacific Islander	White	Hispanic or Latino	Not Hispanic or Latino
<b>Conventional Loans</b>							
< 50% Median Income	0	-14.90	0	-	6.20	3.90	8.10
50-79% Median Income	-13.10	0	0	-	4.00	0.20	6.40
80-99% Median Income	0	0	0	0	2.00	-0.40	3.00
100-119% Median Income	0	0	-9.10	0	2.10	-2.10	3.30
>120% Median Income	-5.90	-8.70	-1.90	0	1.20	0	0.70
<b>Government Loans</b>							
< 50% Median Income	0	0	0	0	0	0.50	0.60
50-79% Median Income	0	-13.70	0	0	0.10	0.10	0.70
80-99% Median Income	0	0	0	0	0.30	-1.70	2.00
100-119% Median Income	0	0	-9.70	0	-0.60	-3.00	-0.50
>120% Median Income	0	0	-12.60	-42.60	1.20	0.90	1.30

Source: Home Mortgage Disclosure Act; 2017

Similar to the table outlining loan application denials based on race, the table above identifies the

percentage point difference of loan denial based on a household’s race and income. The negative numbers above show the places where the denial rate is above the rate of the jurisdiction as a whole.

## Community Reinvestment Act

The Community Reinvestment Act (CRA) was enacted by Congress in 1977 to encourage depository institutions to help meet the credit needs of the communities in which they operate, including low- and moderate-income neighborhoods. The CRA requires supervisory agencies to assess performance periodically. The four federal bank supervisory agencies are Office of the Comptroller of the Currency (OCC), Board of Governors of the Federal Reserve System (FRB), Office of Thrift Supervision (OTS), and Federal Deposit Insurance Corporation (FDIC). Performance is evaluated in terms of the institution (capacity, constraints and business strategies), the community (demographic and economic data, lending, investment, and service opportunities), and competitors and peers. Ratings assigned range from: outstanding, satisfactory, needs to improve, and substantial noncompliance.

The following ratings pertain to banks rated between 2010 and 2019 in Pasco and Kennewick. Note that this is not an exhaustive list of banks in the Tri-Cities, only the banks tested since 2010. No banks in the Tri-Cities have received a “needs to improve” or “substantial noncompliance” since testing results have been made public. No listings were shown for financial institutions in Richland. All institutions shown had satisfactory or better ratings.

### CRA Bank Ratings – 2010-2019

Bank	City	Agency	Rating	Exam Method	Exam Date
Community First Bank	Kennewick	FDIC	Satisfactory	Small bank	2/1/2010
Community First Bank	Kennewick	FDIC	Outstanding	Small bank	2/1/2016
Community First Bank	Kennewick	FDIC	Outstanding	Small bank	1/1/2019
Bank Reale	Pasco	FDIC	Satisfactory	Small bank	1/1/2012

Source: [ffiec.gov/crateratings](http://ffiec.gov/crateratings)

## Fair Housing Zoning and Policies In Tri-Cities

The *Fair Housing Planning Guide* was established by HUD as a guiding tool, identifying topics and issues to investigate when developing the Analysis of Impediments to Fair Housing Choice. Similarly, the 2016 HUD-DOJ guidance on fair housing asks local jurisdictions to consider “How does the Fair Housing Act apply to state and local land use and zoning?” This section covers those topics.

## **Administrative Actions**

### **Outreach and Testing**

Each of the three cities makes written materials available on tenants' rights and enforceable fair housing laws in the area. The materials are made readily available at the city building where residents may go to pay utility bills or meet with city staff. Occasionally, fair housing information is included in utility bills that are mailed out to residents.

The Tri-Cities partner to host Fair Housing training, completed by the Northwest Fair Housing Alliance (NWFHA). Also, NWFHA conducts fair housing testing in the Tri-Cities, both complaint-based testing and audit testing. The audit testing conducted between January 2017 and December 2018, a two-year period, found a discrimination rate of 5%. This audit testing consisted of 44 total tests conducted, testing in four aspects:

1. Rental – Religion
2. Rental – National Origin
3. Lending
4. Accessibility

Of those two audit tests that found discrimination, both were within the Rental – National Origin category.

### **Waitlists**

None of the cities operate public housing, so none of the cities have waitlists to manage. There are two Housing Authorities (HA) that operate within the Tri-Cities: The Housing Authority of the City of Pasco and Franklin County and the Kennewick Housing Authority (KHA). Both Housing Authorities manage a Housing Choice Voucher (HCV) waitlist, and both put into place localized preferences, as permitted by HUD.

The Kennewick Housing Authority identifies HCV application preferences in its *Administrative Plan*. Those preferences are (1) domestic violence victims, (2) elderly or disabled, (3) veteran household. The City of Pasco and Franklin County Housing Authority also utilizes application preferences for their HCV program. Those preferences are (1) elderly family, (2) disabled family, (3) working family, (4) veteran status.

### **Building Codes**

Each of the three cities updates their local Building Codes related to handicapped accessibility as the Washington State Building Codes is adopted (2009 ICC/ANSI A117.1-09, Accessible and Usable Buildings and Facilities, with statewide amendments, adopted as part of the IBC). The updates assure that construction considers the latest standards to improve accessibility for the elderly and disabled.

## Zoning Ordinances

### Family Definition

Each of the cities explicitly defines family in their Municipal Codes. In each of the cities, “family” is defined broadly as one or more persons occupying a single housing unit. The definition of family in the Tri-Cities does not discriminate based on family type or size. Below are the definitions for each City:

Richland: *“Family” means one or more persons occupying a premises and living as a single, nonprofit housekeeping unit, as distinguished from a group occupying a hotel, club, boardinghouse or rooming house, fraternity or sorority house.*<sup>1</sup>

Pasco: *“Family” means one or more persons (but not more than six unrelated persons) living together as a single housekeeping unit. For purposes of this definition and notwithstanding any other provision of this code, children with familial status within the meaning of 42 USC § 3602(k) and persons with handicaps within the meaning of 42 USC § 3602(h) will not be counted as unrelated persons.*<sup>2</sup>

Kennewick: *Family means one or more persons living together as a single housekeeping unit.*<sup>3</sup>

### Accessory Dwelling

Each of the cities has zoning ordinances that address the use of accessory dwelling units (ADUs). Accessory dwelling units are not restricted to any single neighborhood. Associated ordinances would not seemingly cause a concentration of accessory dwelling units to a specific region of any given City. Restrictions of the physical structure and its relationship with the primary building vary between the cities, however accessory dwelling units are permitted on residential parcels in each of the cities.

For complete ordinance language, please see the following references for accessory dwellings:

- Richland: Municipal Code 23.42.020
- Pasco: Municipal Code 25.165.040
- Kennewick: Municipal Code 18.27.010

### Density

As of June 2018, the Pasco City Council passed Resolution Number 3845, declaring the preferred Urban Area Growth (UGA) boundary for the City. Given the substantial growth of the City, expecting the need of just over 15,000 new housing units in the next 20 years, the City needs to expand its footprint to accommodate new housing as well as other broader use spaces. This

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<sup>1</sup> Municipal Code 23.06.340

<sup>2</sup> Municipal Code 25.15.080

<sup>3</sup> Municipal Code 18.09.680

Resolution has been forwarded to Franklin County for its consideration.

The City of Pasco revised its Municipal Code to allow for an increase in housing density in its R-2 to R-4 zoning classifications which will impact the number of units developed, with the aim of increasing affordability.

Richland updated its zoning ordinance in 2009 to provide for mixed-use development in the Central Business District. The zoning ordinance will allow less expensive smaller apartments in the core area next to transportation and services. It will also potentially improve access to affordable housing for the elderly and persons with disabilities.

Kennewick allows accessory apartments in all residential zones provided they are built within the existing structure. Its Alternative Residential Provisions allow densities to increase in all residentially- zoned properties. Recently, Kennewick began allowing both attached and detached ADUs. Also, Kennewick has adopted a Mixed Use Comprehensive Plan Land Use designation and the Urban Mixed Use (UMU) zoning district that allows residential uses either in conjunction with commercial development or as stand-alone uses. There are two areas zoned as UMU which are in the Bridge-to-Bridge subarea and at Vista Field.

## **Comprehensive Plans**

A City's Comprehensive Plan sets the policies on which current and future development of a community is based. They provide a guide to local public planning which may impact fair housing.

Pasco's 2007-2027 Comprehensive Plan<sup>4</sup> Housing Element outlines the need and strategy for housing development in the City. Described in the plan are five (5) housing goals/policies that will guide the City's development in the future. Several of these goals directly address the City's need for mixed development and the need to mitigate concentrations of populations to specific neighborhoods or regions. Those goals are:

1. Encourage housing for all economic segments of the City's population
  - a. Avoid large concentrations of high-density housing
  - b. Support dispersal of special needs housing throughout the community
  - c. Encourage medium/high density housing near arterial and neighborhood/community shopping facilities and employment areas
2. Strive to maintain a variety of housing consistent with the local and regional market
  - a. Allow for a full range of residential environments
3. Support efforts to provide affordable housing to meet the needs of low- and moderate-income households in the community

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<sup>4</sup> <https://www.pasco-wa.gov/DocumentCenter/View/2592/Comprehensive-Plan-2007-2027-Volume-1-of-2-PDF>

- a. The city shall work with public and private sector developers to ensure that lower income housing is developed on scattered sites and in such a manner that it blends with surrounding neighborhoods

The 2017-2037 Kennewick Comprehensive Plan<sup>5</sup> outlines three (3) goals, also aligning with Countywide Planning Principles. The goals work to address the critical housing needs of the region while understanding the need to do so in a manner that does not concentrate populations or contribute to discriminatory practices. Those goals are:

1. Support and develop a variety of housing types and densities to meet the diverse needs of the population
  - a. Support special needs housing within a variety of residential environments
  - b. Promote the development of senior housing in proximity to needed services
  - c. Allow residential developments such as condominiums, zero lot lines, accessory apartments, and other innovative housing techniques
2. Promote affordable housing for all economic segments of the community
  - a. Explore the use of density bonuses, parking reductions, multi-family tax exemptions, and permit expediting to encourage the development of housing affordable at below-market-rate

Richland's 2017 Comprehensive Plan<sup>6</sup> identifies six (6) primary goals considering housing for the City. Several of those goals directly address fair housing considerations in the region. Those goals are:

1. Provide a range of housing densities, sizes, and types for all income and age groups
  - a. Encourage mixed-use developments
  - b. Support senior housing and long-term care/assisted living facilities in the City within close proximity to commercial uses and medical services and facilities
2. Encourage the maintenance and preservation of existing housing stock and residential neighborhoods
  - a. Continue to allow accessory dwelling units in single-family residential districts
  - b. Accommodate non-profit and public agencies' efforts to purchase, construct and rehabilitate housing to meet the affordable and other housing needs of the community

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<sup>5</sup> <https://www.go2kennewick.com/DocumentCenter/View/9723/Comprehensive-Plan-Together-we-are-One-Kennewick>

<sup>6</sup> <https://www.ci.richland.wa.us/home/showdocument?id=7462>

## Fair Housing Complaints

Federal, State, and local agencies have roles in working with persons who believe they have encountered housing discrimination based on any of the protected classes outlined above. The Washington State Human Rights Commission has a cooperative agreement with the Department of Housing and Urban Development to process and investigate dual-filed housing complaints for which the Commission receives funding under the Fair Housing Assistance Program (FHAP). Generally, a complaint sent directly to HUD is referred to the state or local agency for investigation and enforcement activities. HUD identifies that utilizing housing professionals “in the locality where the alleged discrimination occurred benefits all parties to a housing discrimination complaint.”<sup>7</sup>

The Northwest Fair Housing Alliance (NWFHA) has an established mission to eliminate housing discrimination and to ensure equal housing opportunity for the people of Washington State through education, counseling, and advocacy. The NWFHA is located in Spokane, WA and covers Eastern and Central Washington as the primary state level Fair Housing organization.

The Northwest Justice Project, located in Kennewick, is the local legal-aid organization that lists “subsidized or public housing evictions and fair housing discrimination” as one of their general case service priorities. The Northwest Justice Project is active in the Tri-Cities conducting landlord-tenant workshops and tenants’ rights education. Complaints and allegations understood by the Justice Project may include the NWFHA for further enforcement.

### National & State Trends

According to HUD’s *Annual Report to Congress: 2017*<sup>8</sup>, there were a total of 8,186 complaints filed with HUD and FHAP agencies in 2017. Of those filed, 6,878 (84%) were filed with FHAP agencies. The basis of those complaints are as follows:

Basis of Complaint	Number of Complaints	Percentage of Complaints
Disability	4,865	59%
Race	2,132	26%
Familial Status	871	11%
Retaliation	834	10%
National Origin	826	10%
Sex	800	10%
Religion	232	3%

<sup>7</sup> [https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/partners/FHAP#FHAP1](https://www.hud.gov/program_offices/fair_housing_equal_opp/partners/FHAP#FHAP1)

<sup>8</sup> [https://www.hud.gov/sites/dfiles/FHEO/images/FHEO\\_Annual\\_Report\\_2017-508c.pdf](https://www.hud.gov/sites/dfiles/FHEO/images/FHEO_Annual_Report_2017-508c.pdf)

Color	192	2%
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Source: HUD's Annual Report to Congress: 2017, HUD Enforcement Management Database

Fair housing discrimination based on disability has steadily increased its proportion of those complaints received by HUD. In 2013 discrimination based on disability comprised 53% of all complaints, as of 2017 the percentage was 59%.

Within Washington, there were a total of 170 HUD and FHAP complaints in 2017. Of those complaints filed, 85% were with the FHAP, Northwest Fair Housing Alliance.

### **Fair Housing Complaints – HUD**

According to HUD records, between 1/1/2011 and 12/31/2017, there were a total of 24 fair housing complaints in Benton and Franklin Counties. Of those 24 complaints, three (3) were within Franklin County, all within Pasco; while 21 were in Benton County. The Benton County complaints are subdivided by location as follows:

- 11 in Kennewick
- 9 in Richland
- 1 in Benton City

The basis for the 24 fair housing complaints in Benton and Franklin counties combined are as follows (some complaints have multiples bases):

- Disability (21)
- National Origin (3)
- Race (1)
- Religion (1)

The majority of the cases outlined above are closed. Below is the breakdown of the reason for the case closure:

- Conciliation/Settlement successful (13)
- No cause determination (6)
- Complaint withdrawn by complainant after resolution (4)

### **Fair Housing Complaints – Washington State Human Right Commission**

Over the same period of time as above, 2011 to 2018, the Washington Human Right Commission database reveals a total of 20 complaints. Of those 20 complaints, 15 were in Benton County while the remaining five were in Franklin County. It is important to note that there may be overlap in these identified cases and the complaints outlined in the above section. The Washington State

Human Rights Commission has responsibility for violations of State law; however there are complaints based on Federal law included in this database.

The most common issue for submission of a complaint was around rental terms and conditions, followed by a refusal to rent. Half (50%) of the complaints filed with the Human Rights Commission were found to have “No Reasonable Cause” meaning upon investigation there was no discrimination found in that particular instance.

## **Fair Housing Complaints – Northwest Fair Housing Alliance Complaints**

Since 2015, the Northwest Fair Housing Alliance (NWFHA) have referred three complaints to HUD or the Washington State Human Rights Commission. Of those complaints referred, three were based on disability, and one was based on national origin (one complaint had multiple bases).

NWFHA also conducts fair housing testing in the region. Testing conducted from 1/1/2017 to 12/31/2018 revealed discrimination in 2 of 3 complaint-based rental tests. One of those was on the basis of assistance animal while the other was based on religion. Of the audit-based testing in the region 5% revealed discrimination; all testing that found discrimination was due to national origin.

## **Current Fair Housing Action**

Since the last Analysis of Impediments to Fair Housing Choice (AI) was completed the three cities have taken several steps in addressing the fair housing issues in the region. Many of these activities have been carried out while partnering with other agencies, including the cities’ partnership with each other. The notable activities are listed below:

- Partnership with the Northwest Fair Housing Alliance (NWFHA)
  - Annual workshop for lenders and realtors on fair housing requirements and principles
  - Each city readily makes available the NWFHA fair housing education materials to the public through online channels
- In Pasco, all landlords and property managers of rental units go through fair housing training
- The two housing authorities operating in the Tri-Cities partner with the cities to conduct fair housing workshops and ensure access to fair housing materials in efforts to continually educate the public
- In Richland, every April fair housing materials from the NWFHA are included in the City’s utility bills that are sent to residents
- In each city, fair housing materials are made available in City public areas such as libraries

and common areas in city buildings

- The cities have adopted zoning policies in respect to Accessory Dwelling Units (ADUs) that aims to address an aspect of the affordable housing issue the region is facing

## Impediments to Fair Housing

1. Vacancy rates throughout the Tri-Cities have been stubbornly low for many years, reaching a rate below 2% in 2018.

An extremely low vacancy rate creates ripple effects through the market which may have impacts on fair housing issues. The low vacancy rates increase housing costs across the spectrum of housing options due to the increase in demand the limited supply. This increase in cost has a disproportionate impact on those low-income households. Similarly, in a low-vacancy market, landlords have larger pool of potential clients and are more able to filter applicants that they may deem less risky.

### Recommendation

- Continue a proactive orientation towards zoning and density regulations that will minimize the housing crunch felt in the region.
- The changes to the Accessory Dwelling Units (ADUs) was a good step in acknowledging the need for creative solutions to the affordable housing issue in the area.
- Continue to integrate each City's comprehensive plans, particularly focusing on those housing elements that will increase housing supply at various unit sizes.

2. Supply of housing, particularly affordable housing, for those individuals with a disability and those elderly households remains very small in relation to the overall housing market.

The population in the Tri-Cities has grown rapidly, even more notably the population living with a disability and those elderly individuals have become an increasingly large portion of the population. This fact, paired with the extremely low-vacancy rate, will put an increasing amount of pressure on those elderly individuals and those living with a disability to find adequate housing that suits their needs.

### Recommendation

- Continue building code enforcement, ensuring units are accessible to those with special needs.
- Incentivize landlords and property owners to provide housing that is ADA accessible and meets the needs of the growing elderly population.

3. Residents, landlords, and property owners do not readily understand all of the fair housing laws that are applicable in their housing situation.

Increasingly diverse, especially Hispanic, population in the region increases the amount of protected classes in the Tri-Cities area. Landlords and property owners need to be made completely aware of the fair housing regulations that apply to their housing units and understand the consequences of not complying with the fair housing laws. Similarly, residents need to be made aware of the fair housing regulations that apply when looking for appropriate housing in the Tri-Cities.

### **Recommendation**

- Continue outreach and media campaign efforts to increase awareness to residents on the fair housing laws.
- Continue to partner with the Housing Authorities operating in the Tri-Cities, Northwest Fair Housing Alliance, and the Northwest Justice Projects, to educate residents, landlords, and property owners on fair housing regulations.
- Because of the increase in diversity and primary languages spoken in the Tri-Cities, it will be important to make fair housing information available in languages that meet the needs of the residents.
- Make targeted outreach to landlords and property owners on fair housing regulations. Given the tight housing market and the increasingly diverse population since the last Analysis of Impediments was completed, this is a an imperative.

# Tri-Cities Analysis of Impediments to Fair Housing Choice

2020-2024

## Overview Document

### History and Facts

HUD requires that cities receiving CDBG and/or HOME funds complete an analysis of fair housing issues where those CDBG and HOME funds may be spent. This fair housing document is the Analysis of Impediments to Fair Housing Choice (AI). The AI is to be conducted every five years, and communities are required to:

- Examine and attempt to alleviate housing discrimination within their jurisdiction
- Promote fair housing choice for all persons
- Provide opportunities for all persons to reside in any given housing development, regardless of race, color, religion, gender, disability, familial status, national origin, actual or perceived sexual orientation, gender identity, or marital status
- Promote housing that is accessible to and usable by persons with disabilities, and
- Comply with the non-discrimination requirements of the Fair Housing Act.

The document outlines fair housing concerns such as discrimination in lending practices and barriers that may exist to identifying or securing housing for protected classes. Impediments to fair housing are:

- Any actions, omissions, or decisions taken because of race, color, ancestry, national origin, religion, sex, disability, marital status, familial status, or any other arbitrary factor which restrict housing choices or the availability of housing choices; or
- Any actions, omissions, or decisions which have the effect of restricting housing choices or the availability of housing choices on the basis of race, color, ancestry, national origin, religion, sex, disability, marital status, familial status, or any other arbitrary factor

The AI assesses a variety of conditions within the community and how they may or may not contribute to discrimination, impacting the accessibility of housing for protected classes. Title VIII of the Civil Rights act of 1968 prohibit discrimination based on:

- Race or color
- National origin
- Religion
- Sex
- Familial status (including children under the age of 18 living with parents of legal custodians, pregnant women, and people securing custody of children under age 18)
- Disability

### Document Development:

The development of the AI is done with special attention and focus on data and policy/rules review. Mortgage lending data as disclosed through the Home Mortgage Disclosure Act (HMDA). This data shows lending practices based on race/ethnicity and highlights the rates of application denial by race/ethnicity. Another primary aspect of the AI is the analysis of fair housing complaints from three agencies that are involved in fair housing issues at varying levels: National (HUD), State (Washington State Human Rights Commission), and local (Northwest Fair Housing Alliance).

A thorough review of each Cities' building codes and zoning laws was conducted to highlight where efforts are being made to increase affordability and accessibility and note any places where adjustments may be made to enhance fair housing through changes to building codes or zoning.

<b>Council Agenda Coversheet</b>	Agenda Item Number	6.d.	Council Date	11/05/2019	Consent Agenda	<input type="checkbox"/>
	Agenda Item Type	Resolution			Ordinance/Reso	<input checked="" type="checkbox"/>
	Subject	Preliminary Latecomer Reimbursement Agreement			Public Mtg / Hrg	<input checked="" type="checkbox"/>
	Ordinance/Reso #	19-22	Contract #		Other	<input type="checkbox"/>
	Project #		Permit #		Quasi-Judicial	<input type="checkbox"/>
	Department	Public Works				

**Recommendation**

Staff recommends that the Council adopt Resolution 19-22, authorizing the City Manager to sign a Preliminary Latecomer's Reimbursement Agreement, related to the extension of a sewer line on West 4th Place.

**Motion for Consideration**

I move to adopt Resolution 19-22.

**Summary**

Kennewick Municipal Code 5.64 establishes procedures for Latecomer Agreements for reimbursement of sanitary sewer improvements serving residential lots established or developed prior to 1995. Staff received an application from Dennis Wright, 3505 W. 4th Place, to establish a reimbursement area and cost assessments for a latecomer agreement, in association with the extension of a sewer line on W. 4th Place, east of Morain Street.

Mr. Wright proposes to construct the sewer main at his own expense, and also cover the expenses for Jennifer Wright (3511 W. 4th Place). Per arrangement between these two participating property owners, Dennis & Judith Wright would be the beneficiaries of the collected latecomer fee. The latecomer agreement would establish a potential pro rata reimbursement from the two non-participating properties in the reimbursement area - 3512 W. 4th Place and 3504 W. 4th Place, should those properties connect to the new sewer extension in the next 10 years.

Notice of the proposed Latecomer Agreement, along with property owner's rights, have been mailed to all affected property owners of record as shown on the records of the Benton County Assessor.

Following the public hearing, Council may reject, accept or modify the proposed latecomer agreement and preliminary determination of area boundaries and assessments. Additional information is included in an attached staff memo.

**Alternatives**

Reject or modify the proposed agreement.

**Fiscal Impact**

None

Through	
Dept Head Approval	Cary Roe Oct 16, 10:53:30 GMT-0700 2019
City Mgr Approval	Marie Mosley Nov 01, 12:09:21 GMT-0700 2019

Attachments:

Latecomer Agreement Resolution Memorandum
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Recording Required?

CITY OF KENNEWICK  
RESOLUTION NO. 19-22

A RESOLUTION APPROVING A LATECOMER REIMBURSEMENT AGREEMENT  
FOR A SEWER LINE EXTENSION ALONG A PORTION OF WEST 4<sup>TH</sup> PLACE,  
EAST OF MORAIN STREET

WHEREAS, Dennis Wright, 3505 W. 4<sup>th</sup> Place has requested to enter into a Latecomer Reimbursement Agreement with the City of Kennewick for the construction of sanitary sewer facilities for residential lots along a portion of West 4<sup>th</sup> Place, east of Morain Street; and

WHEREAS, Kennewick Municipal Code 5.64 provides for the potential reimbursement of costs for sewer system improvements serving existing single-family residential lots established or developed prior to 1995; and

WHEREAS, on October 16, 2019, in accordance with KMC 5.64.080(4) a minimum of twenty (20) days in advance of the public hearing held on this date, the preliminary determination of area boundaries and assessments, along with a description of the property owners' rights was forwarded by certified mail to the property owners of record as shown on the records of the Benton County Assessor within the proposed assessment area; and

WHEREAS, notice was published on October 25, 2019, that a public hearing would be held on this date concerning the latecomer agreement; and

WHEREAS, on this date City Council held a public hearing; NOW, THEREFORE,

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, AS FOLLOWS:

**Section 1.** The following properties shall be subject to this Preliminary Latecomer Reimbursement Agreement:

A.L. McFadden Subdivision, Block 1, Lot 7, also known as 3512 W. 4<sup>th</sup> Place.

A.L. McFadden Subdivision, Block 1, Lot 6, also known as 3504 W. 4<sup>th</sup> Place.

**Section 2.** The City Manager is authorized to sign the Preliminary Latecomer Reimbursement Agreement.

**Section 3.** The construction of sanitary sewer facilities for residential lots along a portion of West 4<sup>th</sup> Place is approved.

**Section 4.** The preliminary assessments for the costs of such improvements are approved.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 5th day of November, 2019, and signed in authentication of its passage this 5<sup>th</sup> day of November, 2019.

Attest:

\_\_\_\_\_  
DON BRITAIN, Mayor

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

RESOLUTION NO. 19-22 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington, this 6<sup>th</sup> day of November, 2019.

Approved as to Form:

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

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

# PRELIMINARY HOMEOWNERS LATECOMER REIMBURSEMENT AGREEMENT FORM

## Sanitary Sewer Construction

### Existing Lots Developed Prior to 1995 – KMC 5.64:

THIS AGREEMENT entered into this date by and between the City of Kennewick, Washington hereinafter called "City," and Dennis H. Wright, hereinafter called "Owner;"

WITNESSETH:

WHEREAS, the City has by resolution adopted by the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, approved the construction of facilities by the Owner(s) to a certain tract of land and established a preliminary or land assessment reimbursement area and preliminary pro rata share of costs; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

1. Owners listed in Exhibit A shall construct, at their own expense, the sanitary sewer extension described and set forth by diagram in Exhibit A.
2. It is the intent of the Preliminary Latecomers Agreement, that for a period of ten (10) years from date of the City Council's adoption of the Final Latecomers Reimbursement Agreement, that any person, firm, or corporation owning real estate and not contributing to the original cost of such facility, who subsequently connects into or uses the same, shall pay a fair pro rata share of the cost of construction of said facility in accordance with the schedule and reimbursement area map set forth in Exhibit B, which is attached hereto and incorporated herein by reference as though fully set forth.

Exhibit B: includes a description of each tract of land within the reimbursement area, with the preliminary assessment amount contemplated to be assessed against each property. (Preliminary reimbursement area assessment roll)

3. Upon completion of construction of the extension and its acceptance by the City Engineer, the facility shall become a part of the municipal system of the City. Maintenance and operation costs of said facilities after acceptance shall be borne by the City, except for work and corrections covered by the contractor's one-year warranty bond.
4. It is the intent of the Preliminary Latecomers Reimbursement Agreement, that following completion of construction and passage of a Final Latecomers Reimbursement Agreement, by the City Council, that no person, firm, or corporation shall be granted a permit, or be authorized by the City, to connect into or use any such facility, or extensions thereof, during the period of time prescribed in Paragraph (2) of this contract without first paying to the City, in addition to any and all other costs and charges made and assessed for such connection or use, the amount required by the provisions of the contract under which the facility so connected onto or used or constructed, as set forth in Exhibit B. All amounts so received by the municipality shall be remitted to the Owner(s) or assignee within sixty (60) days after the receipt thereof. After expiration of this time prescribed in Paragraph 2 of the contract, City standard fees in effect at the time will apply.
5. It is the intent of the Preliminary Latecomers Reimbursement Agreement that following passage of a Final Latecomers Reimbursement Agreement by the City Council, that whenever



## EXHIBIT A

**W. 4<sup>th</sup> Place Latecomer Agreement**  
For Dennis Wright, 3505 W. 4<sup>th</sup> Place  
Preliminary Assessment Distribution  
Total Estimate - \$41,656.88

	<b>Property Address</b>	<b>Parcel # Legal Description</b>	<b>Property Owners(s)</b>	<b>Assessment</b>
1	3005 W. 4 <sup>th</sup> Place	103894050002013 A.L. MCFADDEN, BLK 2, LOT 13	Wright, Dennis & Judith	\$0*
2	3511 W. 4 <sup>th</sup> Place	103894050002012 A.L. MCFADDEN, BLK 2, LOT 12	Wright, Jennifer	\$0*
3	3504 W. 4 <sup>th</sup> Place	103894050001006 A.L. MCFADDEN, BLK 1, LOT 6	Vankleeck, Timothy	\$10,414.22**
4	3512 W. 4 <sup>th</sup> Place	103894050001007 A.L. MCFADDEN, BLK 1, LOT 7	McDaniel, Jeffrey	\$10,414.22**

Notes:

\*- Participating property owners, sharing the upfront construction costs per a private arrangement

\*\* - Two non-participating property owners, subject to paying 25% of total \$41,656.88 estimated sewer main costs if connected to sewer within 10 years of latecomer agreement.

By arrangement, collected latecomer assessment will go to Dennis & Judith Wright.

**EXHIBIT B**

**S. MORAIN ST.**

BLOCK 1  
LOT 7

3512

BLOCK 1  
LOT 6

3504

**W. 4TH PL.**

SEWER  
EXTENSION

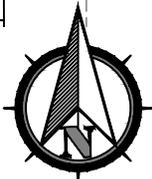
3511

BLOCK 2  
LOT 12

3505

BLOCK 2  
LOT 13

ASSESSMENT  
BOUNDARY



**N.T.S.**

A.L. MCFADDEN  
W. 4TH PLACE  
DENNIS WRIGHT  
ASSESSMENT REIMBURSEMENT AREA

**PUBLIC WORKS  
ENGINEERING  
DIVISION**





*Leading the Way*

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MEMORANDUM

Public Works Department

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October 16, 2019

To: City Council

From: Bruce Mills, PE, Deputy Public Works Director

**Subject: Request for Latecomer Agreement for W. 4<sup>th</sup> Place Sewer Extension**

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In 2007, the City passed Ordinance 5209, to allow for Latecomer Agreements, which allows property owners to potentially recoup a prorated portion of their utility construction improvement costs, if another party desires to connect to the improvement in the future.

Kennewick Municipal Code 5.64 applies to latecomer agreements for residential lots created prior to 1995, which is the case for this particular Latecomer Agreement.

Two property owners are sharing in the cost of a new sanitary sewer line connection on W. 4<sup>th</sup> Place, east of Morain Street. The project will extend an 8-inch diameter sewer line 235 feet to the east. There are two non-participating property owners who could benefit from connecting to the sewer line in the future if their septic/drain field system fails. This Latecomer Agreement would place a financial obligation on those two properties, should they or a new owner desire to connect to the new sewer line in the next ten years.

The preliminary costs for the new sewer line (including main line construction, design, permits and taxes, but excluding side sewer stubs) is \$41,656.88. As the line would benefit four total property owners, the estimated prorated share for each owner would be  $\frac{1}{4}$  of the cost, or \$10,414.22. In this particular case the two participating owners that are sharing the total costs are Dennis & Judith Wright, 3505 W. 4<sup>th</sup> Place, and Jennifer Wright, 3511 W. 4<sup>th</sup> Place.

The two non-participating owners who could benefit from this improvement in the future are Jeffrey McDaniel, 3512 W. 4<sup>th</sup> Place, and Timothy Vankleeck, 3504 W. 4<sup>th</sup> Place. If the present or future owners of 3512 W. 4<sup>th</sup> Place or 3504 W. 4<sup>th</sup> Place desire to connect to the new sewer extension in the next 10 years, they would pay the estimated \$10,414.22 latecomer fee, along with other applicable City connection costs. Per arrangement between the two participating property owners, Dennis & Judith Wright would be the beneficiaries of the collected latecomer fee.

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PUBLIC WORKS

The non-participating owners have been given notice of the potential future assessment to connect to the sewer in the next ten years, their rights to appeal, and notice of this public hearing. They have the opportunity to appeal this latecomer agreement to the Council. The Council has the option to reject, accept or modify the proposed latecomer agreement, which at this stage (prior to construction) is a preliminary assessment. Once construction is completed, a final assessment, based on actual incurred costs, would be brought back to the Council to set the final assessment amount.

Breakdown of estimated costs

Construction	33,880.00	
Tax	2,913.68	
5% PW permit	1,694.00	
Latecomer application	210.00	
Design	<u>6,000.00</u>	
Subtotal	44,697.68	
Minus 2 sewer stubs	<u>- 3,040.80</u>	
Total sewer main	41,656.88	=> ¼ share = \$10,414.22

<b>Council Agenda Coversheet</b>  	Agenda Item Number	7.a.	Council Date	11/05/2019	Consent Agenda	<input type="checkbox"/>
	Agenda Item Type	General Business Item			Ordinance/Reso	<input type="checkbox"/>
	Subject	Ethics Officer Selection			Public Mtg / Hrg	<input type="checkbox"/>
	Ordinance/Reso #		Contract #		Other	<input checked="" type="checkbox"/>
	Project #		Permit #		Quasi-Judicial	<input type="checkbox"/>
	Department	City Attorney				

**Recommendation**

Council appoint Tom Atwood to serve as the Ethics Officer and authorize the City Manager to enter into a two-year agreement with Mr. Atwood to provide those services on an as-needed basis.

**Motion for Consideration**

I move to appoint Tom Atwood to serve as the Ethics Officer and authorize the City Manager to enter into a two-year agreement with Mr. Atwood to provide those services on an as-needed basis.

**Summary**

On October 29, 2019, the Kennewick City Council Interview Committee, along with the City Manager and City Attorney, interviewed three applicants for the Ethics Officer position. The three applicants interviewed were Tom Atwood, Keith Warner and George Cicotte. Each applicant was afforded a half hour to respond to questions and discuss their interest in the position. After concluding the interviews, the Interview Committee discussed the qualifications of the applicants. KMC 2.06.050 states the Committee will forward two candidates to the full City Council for review and appointment by a majority vote of the Council. The Committee is forwarding Tom Atwood and Keith Warner for consideration by City Council. Of the two being forwarded for Council's consideration, the Committee is recommending Tom Atwood for appointment to the position of Ethics Officer.

**Alternatives**

Alternative Motion: I move we appoint Keith Warner to serve as the Ethics Officer and authorize the City Manager to enter into a two-year agreement with Mr. Warner to provide those services on an as-needed basis.

**Fiscal Impact**

None.

Through	Bonnie Lanning Oct 30, 12:07:14 GMT-0700 2019	Attachments: <input type="checkbox"/> Atwood Resume <input type="checkbox"/> Warner Resume
Dept Head Approval	Lisa Beaton Oct 30, 13:35:13 GMT-0700 2019	
City Mgr Approval	Marie Mosley Nov 01, 12:10:51 GMT-0700 2019	

Recording Required?

**ARMSTRONG, KLYM, WAITE, ATWOOD & JAMESON, P.S.**  
Attorneys at Law

Jan R. Armstrong  
Arthur D. Klym  
Linda M. Waite, *Retired*  
Thomas J. Atwood  
Randy L. Jameson, Jr.

SWIFT PROFESSIONAL CENTER  
660 SWIFT BOULEVARD, SUITE A  
RICHLAND, WASHINGTON 99352  
TELEPHONE: (509) 943-4681  
FACSIMILE: (509) 946-3949

**Thomas J. Atwood**  
[tatwood@akwalaw.com](mailto:tatwood@akwalaw.com)

October 18, 2019

CITY OF KENNEWICK

ATTN: CITY CLERK

Dear Sir or Madam:

This letter is to express my interest in the position of Ethics Officer for the City of Kennewick.

I have practiced law for approximately thirty-three (33) years. I have been in private practice for over twenty-five (25) years. As part of my practice, I have served as an Arbitrator for Benton and Franklin Counties. I have conducted hearings and rendered decisions in at least eight cases of civil litigation.

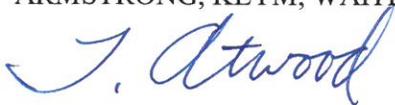
I am available for both day and evening hearings, provided sufficient notice.

My standard hourly rate for legal fees is \$240.00 per hour, plus actual costs incurred. I am willing to discuss fee arrangements.

In closing, I am opening my own law firm, Atwood Law Office, as of November 1, 2019. I will be able to control my schedule and fee arrangements. I perceive the position of Ethics Officer as an excellent opportunity for both for me and for the City.

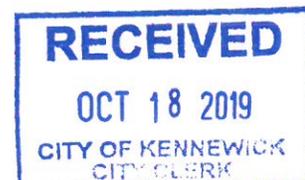
Very truly yours,

ARMSTRONG, KLYM, WAITE, ATWOOD & JAMESON, P.S.



Thomas J. Atwood,  
Attorney

TJA/



## RESUME OF THOMAS J. ATWOOD

### Professional Experience:

- November 1, 2019: Owner, Atwood Law Office  
1030 N Center Pkwy, Suite 115, Kennewick WA 99336
- 2002-Oct. 31, 2019: Shareholder and Attorney; Armstrong, Klym, Waite, Atwood & Jameson, P.S.,  
660 Swift Boulevard, Suite A, Richland, WA 99352.
- 1994-2002: Shareholder and Attorney, Armstrong, Klym, Waite & Atwood, P.S.,  
660 Swift Boulevard, Suite A, Richland, WA 99352
- 1988-1994 Assistant City Attorney, Kennewick WA 99336
- 1986-1988: Pierce County Department of Assigned Counsel  
949 Market Street, Tacoma WA 98402
- 1984-1986: Pierce County Prosecuting Attorney's Office  
903 Tacoma Ave. S., Tacoma WA 98402

Mr. Atwood is engaged in the general practice of law. His present emphasis is in bankruptcy, Social Security Disability, and criminal law. Mr. Atwood is also on the Title 11 Guardian ad Litem list for Benton and Franklin Counties.

### Professional Organizations & Committees:

- 1985-present: Member, Washington State Bar Association, #15186
- 1986-present: Admitted to practice in United States District Court for the Western District of Washington
- 1994-present: Member, Benton-Franklin Bar Association
- 1996-present: Admitted to practice in United States District Court for the Eastern District of Washington
- 1996-present: Member, Bankruptcy Bar Association of Eastern District of Washington

### Education:

- 1985: Juris Doctor, University of Puget Sound (Seattle University) School of Law
- 1981: B.A.-Political Science and History (double major), University of Washington

# Keith L. Warner

7709 W. 6<sup>th</sup> Ave. Kennewick, WA 99336 509-554-7881 keithleewarner@gmail.com

## Education

University of Washington School of Law | 2017 | Seattle, WA

- 2L year law school-3.43 GPA
- 3L year law school-3.35 GPA

Willamette University College of Law | 2012-2013 | Salem, OR

- 1L year law school-GPA 3.6

University of Phoenix, Ground Campus | 2011 | Henderson, NV

- Master Degree, Business Administration (MBA) 3.85 GPA

Central Washington University | 2005 | Ellensburg, WA

- Bachelor of Science Degree, Business-3.1 GPA
- Bachelor of Arts Degree, Pre-law-3.67 GPA
- Bachelor of Science Degree, Economics-3.1 GPA

## Professional Experience

Kerr Law Group, LLP | 08/2015-present | Kennewick, WA

**Contract Legal Work – Law Clerk and Rule 9 Intern:** ■ Legally Advising Municipal and Corporate Clients, including City Councils, City staff, City Boards and Commissions, Special Purpose District Board of Commissioners, and Private Corporate Clients, including attending City Council Meetings and Executive Sessions acting as City Attorney ■ Advising clients on legal risks, requirements, and options regarding allegations of ethics violations of a public officer or elected official ■ Research, Interlocal Cooperative Agreements and Various Contract/Agreement Drafting, Legal Analysis, Client Management, Litigation Support ■ Experience in the following: litigation of Washington State LUPA claims, land use, real estate negotiations, municipal and private real property purchases/sales, Mayor/Council and Council/City Manager forms of government, Roberts Rules of Order, Washington State statutes, specifically including the Administrative Procedure Act and RCW titles pertaining to local government, Washington Rules of Professional Conduct for Lawyers, Rules of Judicial Conduct, Washington Public Records Act, Washington Open Public Meetings Act, Executive Session statutes, Employment law, matters pertaining to PERC and unions including collective bargaining negotiations. \*LIST NOT EXHAUSTIVE

Externship under Barry Kaplan, Securities Litigator at Wilson Sonsini Goodrich Rosati | 06/2014-09/2014 | Seattle, WA

**Legal Research Assistant:** ■ Assist with research, writing, & editing of portions of a legal treatise and CLE materials

Hagens Berman Sobol Shapiro LLP | 08/2014-09/2014 | Seattle, WA/Phoenix, AZ

**Law Clerk (Contract):** ■ Accepted offer of contract employment doing document decoding for the 2014 Rock v. NCAA case

Target Stores | 09/2008-2/2009 | Richland, WA

**Executive Team Leader (Asst Store Mgr):** ■ Lead daily operations for store producing over \$30 million in annual revenue ■ Recruited and trained to maintain staffing levels ■ Directed a team of over 150 employees in sales, operations, customer service

Office Depot | 10/2007-09/2008 | Kennewick, WA

**Store Manager:** ■ Transformed sales culture to produce strong results ■ Recruited and coached in order to rebuild leadership team ■ Trained a diverse team of 25-30 in sales and customer service ■ Developed new processes to increase metrics and attach rates ■ Managed operating budgets using P&L statements ■ Managed loss prevention and safety programs

Bassett Furniture Direct | 06/2006-10/2007 | Las Vegas, NV

**District Manager:** ■ Successfully managed P&L and budgets for 3 multi-million dollar locations, overseeing revenues, payroll, expenses, etc. ■ Lead a struggling market to reach and exceed quarterly sales goals for first time ever ■ Bassett's prestigious "Store of the Year" award at the 2006 national Pinnacle Awards ■ Created and implemented sales training programs ■ Handled employee relations/HR functions/recruiting for 50+ positions ■ Worked weekly with CEO to strategize for business growth

Verizon Wireless | 06/2005-06/2006 | Las Vegas, NV

**Sales Manager:** ■ Lead storewide change in sales culture and processes resulting in numerous store accomplishments including winning 1<sup>st</sup> quarter regional sales contest over 78 locations ■ Contributed a leading role in the new Hiring Project for Las Vegas and Henderson districts for 21 retail locations ■ Trained management teams for 21 stores to improve inventory shrink percentages ■ Created and implemented Inventory Audit Training Program ■ Lead sales team in outside B2B sales program

Nu-West Furniture | 01/2000-06/2005 | Kennewick, WA

**Store Manager:** ■ Opened multiple new stores from the ground up, overseeing location selection, staffing, merchandising, and advertising ■ Lead all sales and operations for each location, including advertising, inside and outside sales mgt and training, recruiting and hiring, performance mgt, promotional marketing, showroom merchandising, etc.

**Response to City of Kennewick Ethics Officer RFP for applicant Keith L. Warner.**  
**Applicant responses in bold.**

CITY OF KENNEWICK  
REQUEST FOR QUALIFICATIONS/PROPOSALS  
FOR ETHICS OFFICER SERVICES

In order for the City to make an informed decision regarding your qualifications and proposal, please provide the following information:

1. A resume detailing legal education and experience.

**Please find resume attached.**

2. A summary of your experience in providing administrative or quasi-judicial hearing services in the State of Washington, including the number of years of experience, and the jurisdictions in which these services were provided.

**While I have not previously provided hearing services myself in the State of Washington, I have provided a number of similar and applicable services to municipalities within the State of Washington that qualify me for the Ethics Position, as follows:**

**2017-2018 - Daily full-time experience acting as assistant city attorney, in a limited licensed Rule 9 Intern capacity, I have provided legal advice and legal services to multiple public agencies including the City Councils and staff for the Cities of Pasco, Mesa, Benton City, and Sunnyside, the staff and Board of the Kennewick Public Facilities District, and the staff and Board of the Franklin County Public Hospital District.**

**My experience advising these jurisdictions on legal matters has included a wide variety of municipal issues, to specifically include matters regarding allegations of ethics violations or other ethics-related concerns made to elected public officials. Further, my experience has included advising these jurisdictions on matters that include administrative and quasi-judicial hearings. While I have not personally performed said hearings, I have advised clients on the proper procedures and structure that such hearings must take per the Washington State Administrative Procedures Act and the jurisdictions municipal code or other codified policies, as well as what the hearing individual or body can and cannot legally do within such hearings, including on the topics of taking testimony,**



**the admission of evidence, and the appearance of fairness, among other legal topics.**

**Further, I have legally advised these clients on the proper processes that must be utilized by a hearing examiner or planning commission with respect to issuing Findings of Facts and Recommendations to the client's legislative body for final decision.**

**2015-2019 – Performed law clerk services for the above-mentioned clients, on a variety of municipal law topics on a daily and full-time basis, including ethics-related issues.**

**My legal experience over the past 4 years working with the above-mentioned local government jurisdictions, and through my legal education at University of Washington School of Law, I have acquired a mastery of administrative and quasi-judicial hearing processes, requirements, statutes, and many local codes. I have analyzed and advised clients, both public and private, on countless matters involving administrative and/or quasi-judicial review processes. I have also assisted the former City of Pasco City Attorney and Walla Walla land use hearing examiner, Lee Kerr, on numerous hearing examiner cases, including assistance in drafting Findings of Facts and Recommendations. My experience and knowledge spans both the administrative and quasi-judicial hearing processes, as well as advising local government clients with respect to their legal options in situations where ethical allegations have been made against a publicly elected official.**

3. Please note your ability to appear for day and evening hearings at the Kennewick City Hall, 210 W. 6<sup>th</sup> Avenue, Kennewick, WA.

**I am 100% available to appear for day and evening hearings at the Kennewick City Hall.**

4. Please provide a specific proposed fee arrangement for the services provided to the City on a time and materials basis.

**My proposed rate for all services provided, including appearing for hearings, research, examination and analysis of testimony, evidence, or other related items, is \$125 per hour worked. Travel time to and from hearings, electronic and office equipment, office space, and other related necessary expenses are included and will not be charged. Unavoidable materials expense for copying of files and related documents, or similar types of materials expenses, of under \$25 per matter will be included for no charge, and over \$25 will be billed at actual cost. All services to be**

**invoiced on a monthly basis, after performed. Willing and able to conform to City of Kennewick preferred billing procedures as needed.**

5. Please provide any other relevant information as appropriate.

**Upon request, I can provide letters of recommendation from local past and/or present City Attorneys or other legal professionals regarding my ability to provide the requested services in a quality, professional, and unbiased manner.**

**I have no affiliations with the City of Kennewick City Council that would create a conflict or any issue with appearance of fairness in providing the requested services.**

# Council Agenda Coversheet



Agenda Item Number	7.b.	Council Date	11/05/2019
Agenda Item Type	Boards and Commissions		
Subject	Complaint Against a Public Official		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	City Manager		

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

### Recommendation

N/A

### Motion for Consideration

N/A

### Summary

The City of Kennewick received two phone call complaints on Oct 15th regarding a council member. The complaints were from a current and previous property owner regarding contact that Councilmember Trumbo made to both of them inquiring about a recent purchase/sale of a residential home. The complainant was concerned that Councilmember Trumbo had identified himself as a councilmember and then proceeded to ask questions regarding a recent purchase. The complainant was trying to understand what the connection was between his position as City Councilmember and his questions. The subject of his questions were described as being related to:

- o Recent purchase of a home
- o Previous owners divorce
- o Mechanics lien against the home that was recently purchased
- o Potential work previously done to the property
- o Assessed value of the home

The complainant felt like the contact was made under false pretenses of being a Councilmember, allowing him to ask questions in his capacity as a Councilmember, yet the questions had nothing to do with the City. Out of respect for Councilmember Trumbo, Mayor Britain was asked if an executive session could be held on October 15th to receive and evaluate complaints against a public officer. During the executive session, Councilmember Trumbo requested that this be discussed in an open public meeting on November 5th.

### Alternatives

N/A

### Fiscal Impact

N/A

Through

Dept Head Approval

City Mgr Approval

Marie Mosley  
Nov 01, 13:12:00 GMT-0700 2019

Attachments:

Recording  
Required?



# City Council Meeting Schedule December 2019

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December 3, 2019  
Tuesday, 6:30 p.m.      REGULAR COUNCIL MEETING

December 10, 2019  
Tuesday, 6:30 p.m.      WORKSHOP MEETING  
1. HDKP Update  
2. Committee Updates

December 17, 2019  
Tuesday, 6:30 p.m.      REGULAR COUNCIL MEETING

December 24, 2019  
Tuesday, 6:30 p.m.      WORKSHOP MEETING -Cancelled

December 31, 2019  
Tuesday, 6:30 p.m.      NO MEETING SCHEDULED

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

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