



CITY COUNCIL REGULAR MEETING AGENDA May 17, 2022 at 6:30 p.m. City Hall Council Chambers and Virtual

The City of Kennewick broadcasts Council meetings on the City's website at <https://www.go2kennewick.com/CouncilMeetingBroadcasts> and via Zoom. If you are unable to attend in person and wish to comment during one of the Visitors sections or if applicable to provide public testimony for a Public Hearing, please register at https://us02web.zoom.us/webinar/register/WN_9aXkU2OZR5ChwS6-XECHyg. Registrations must be received by 4:00 p.m. on the day of the meeting.

The public can also submit comments by either filling out an online form at <https://www.go2kennewick.com/PublicComments> via e-mail to clerkinfo@ci.kennewick.wa.us, or submitting written comments to P.O. Box 6108, Kennewick, WA 99336. Comments must be received no later than 4:30 p.m. on the Monday before the meeting to be included in the Council packet.

1. CALL TO ORDER

Pledge of Allegiance/Welcome

HONORS & RECOGNITIONS

- National Emergency Medical Service Week Proclamation
- National Public Works Week Proclamation
- Police Week Proclamation

2. VISITORS

Public comments for item(s) on the agenda not covered under a public hearing. Please limit your comments to three minutes. Records intended for Council consideration (9 copies are required) should be given to the City Clerk by 4:30 p.m. on the Monday before the meeting for distribution to Council.

3. APPROVAL OF AGENDA

4. CONSENT AGENDA

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

- a. Minutes of Regular Meeting of May 3, 2022.
- b. Motion to approve Claims Roster for the Columbia Park Golf Course Account for March 2022.
- c. Motion to approve Payroll Roster for April 30, 2022.
- d. Motion to award Contract 22-021 (City Janitorial Services) to Intermountain Cleaning Service, Inc. for \$229,986 for one year (and up to \$1,246,218 with four option years) and authorize the City Manager to sign the contract.
- e. Motion to approve the Annual Complete Streets Report.
- f. Motion to confirm the appointment of Andrew Kottkamp as Hearing Examiner and authorize the City Manager to enter into the proposed contract for Hearing Examiner services.
- g. Motion to authorize the City Manager to sign the Northwest HIDTA contractor agreement for Drug Intelligence Officer services.
- h. Motion to award Contract P2123 - 2022 Asphalt Overlay Contract to Inland Asphalt Company in the amount of \$1,496,967.75, plus a 10% contingency amount of \$149,696.78, for a total amount of \$1,646,664.53.
- i. Motion to authorize the Mayor to sign Local Agency Agreement Supplement No. 3 and Project Prospectus with the Washington State Department of Transportation to authorize construction funding for the Steptoe/Gage Intersection Project.
- j. Motion to award Contract K2109 Lawrence Scott Park Pickleball Complex to Goodman & Mehlenbacher in the amount of \$1,330,652.18, plus a 10% contingency amount of \$133,065.21, for a total amount of \$1,463,717.40.

*To assure disabled persons the opportunity to participate in or benefit from City services, please provide twenty-four (24) hour advance notice for additional arrangements to reasonably accommodate special needs.
Please be advised that all Kennewick City Council Meetings are Audio and Video Taped*

5. ORDINANCES/RESOLUTIONS

6. PUBLIC HEARINGS/MEETINGS

- a. Ordinance 5980: Right-of-Way Vacation at 7640 and 7641 W. Hildebrand Blvd.
- b. Resolution 22-10: Adopting the Six-Year Transportation Improvement Plan (2023-2028)

7. NEW BUSINESS

- a. Motion to award contract 22-014 (Fire Station 1) to Banlin Construction in the total amount of \$10,406,575.
- b. (1) Ordinance 5981: Unspent Proceeds from 2020 Limited Tax General Obligation Bonds
(2) Ordinance 5982: 2022 Limited Tax General Obligation Bonds

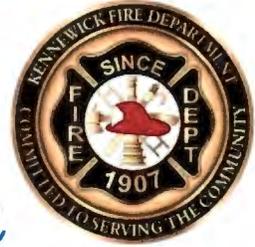
8. UNFINISHED BUSINESS

9. VISITORS

Public comments for any item(s) the public wants to bring to Council. Please limit your comments to three minutes. Records intended for Council consideration (9 copies are required) must be given to the City Clerk by 4:30 p.m. on the Monday before the meeting for distribution to Council.

10. COUNCIL COMMENTS/DISCUSSION

11. ADJOURNMENT



Proclamation

WHEREAS, in 1974, President Gerald Ford authorized EMS Week to celebrate Emergency Medical Service, its practitioners and the important work they do in responding to medical emergencies. This year EMS Week is May 15-21, 2022, the celebration of the commitment and dedication of the EMTs and paramedics who daily serve the needs of thousands of people across the nation, often under harsh and trying circumstances.

WHEREAS, EMS is now firmly established as a key component of the medical care continuum, and the important role of EMS practitioners in saving lives from sudden cardiac arrest and trauma; in getting people to the hospitals best equipped to treat heart attacks and strokes; and in showing caring and compassion to their patients in their most difficult moments.

WHEREAS, it is important that all citizens know and understand the duties of the Fire Department's Emergency Medical Service, whether it's teams in Kennewick transporting heart attack, stroke and trauma patients, or the thousands of EMS providers that respond 24 hours a day, 7 days a week. EMS is there for their communities at their greatest time of need.

WHEREAS, the Kennewick Fire Department brings together local communities and medical personnel to publicize safety and honor the dedication of those who provide the day-to-day lifesaving services of medicine's "front line." **NOW, THEREFORE,**

I, W.D. (BILL) MCKAY, Mayor of the City of Kennewick, Washington, call upon all citizens of Kennewick to observe the week of May 15-21, 2022 as

NATIONAL EMERGENCY MEDICAL SERVICE WEEK

and recognize EMS and all that its practitioners do for our nation, who by their faithful devotion to their responsibilities have rendered a dedicated service to their communities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Kennewick, Washington, to be hereunto affixed this 17th day of May 2022.


W.D. (BILL) MCKAY, Mayor

Attest:

TERRI L. WRIGHT, City Clerk





Proclamation

WHEREAS, public works professionals focus on infrastructure, facilities, emergency management, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of our city; and

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees at all levels of government and the private sector; and

WHEREAS, these professionals are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens and businesses; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children to gain knowledge of and to maintain ongoing interest and understanding of the importance of public works and public works programs in our community; and

WHEREAS, the year 2022 marks the 62nd annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association; **NOW, THEREFORE**,

I, W.D. (BILL) MCKAY, Mayor of the City of Kennewick, Washington, do hereby proclaim the week of May 15-21, 2022, as

NATIONAL PUBLIC WORKS WEEK

in the City of Kennewick, Washington, and I call upon all citizens and civic organizations to join in activities, events and ceremonies designed to pay tribute to our public works professionals and to recognize the substantial contributions they make to protecting our health, safety, and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Kennewick to be hereunto affixed this 17th day of May 2022.

W.D. (BILL) MCKAY, Mayor

Attest:

TERRI L. WRIGHT, City Clerk





Proclamation

WHEREAS, the Congress and President Kennedy of the United States, proclaimed May 15th as National Peace Officers Memorial Day, and the week in which it falls as National Police Week; and

WHEREAS, the members of the Kennewick Police Department are our guardians of life and property, defenders of the individual right to be free people, warriors in the war against crime, and dedicated to the preservation of life, liberty, and the pursuit of happiness; and

WHEREAS, it is important that all citizens know and understand the duties and responsibilities of their police department, and that members of our police department recognize their duty to serve the people by safeguarding life and property by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, the police department of Kennewick has grown to be a modern and scientific law enforcement agency which unceasingly provides a vital public service, NOW, THEREFORE,

I, W.D. (BILL) MCKAY, Mayor of the City of Kennewick, Washington, call upon all citizens of Kennewick to observe the week of May 15-21, 2022, as

NATIONAL POLICE WEEK

with appropriate ceremonies in which all of our people may join in commemorating police officers, past and present, who by their faithful devotion to their responsibilities have rendered a dedicated service to their communities.

I further call upon all citizens of Kennewick to make every effort to honor those peace officers, who through their courageous deeds, have lost their lives or have become disabled in the performance of duty.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Kennewick, Washington, to be hereunto affixed this 17th day of May 2022.

W.D. (BILL) MCKAY, Mayor

Attest:

TERRI L. WRIGHT, City Clerk



CITY OF KENNEWICK
CITY COUNCIL
Regular Meeting
May 3, 2022

1. CALL TO ORDER

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

City Council and Staff Present:

Mayor Pro Tem Gretl Crawford	Lisa Beaton	John Cowling
Jim Millbauer	Cary Roe	
Brad Beauchamp	Terri Wright	
Loren Anderson	Dan Legard	
Mayor Bill McKay	Corey Osborn	
Marie Mosley	Chad Michael	
Anthony Muai	Chris Guerrero	

Mr. Millbauer moved, seconded by Mr. Beauchamp to excuse the absence of Mr. Trumbo and Mr. Torelli at tonight's meeting. The motion passed unanimously.

Mayor McKay led the Pledge of Allegiance.

HONORS & RECOGNITIONS

- Public Service Recognition Week Proclamation
- Building Safety Month Proclamation
- International Firefighters Day Proclamation
- Professional Municipal Clerks Week

Bill Copland, member of the Public Service Recognition Committee accepted the Public Service Recognition Week Proclamation read by Mr. Millbauer.

Dan Wilson, Express Permit Program Manager accepted the Building Safety Month Proclamation read by Mayor Pro Tem Crawford.

Fire Chief Michael accepted the International Firefighters Day Proclamation read by Mayor McKay.

City Clerk Wright accepted the Professional Municipal Clerks Week Proclamation read by Mr. Beauchamp.

2. VISITORS - None

3. APPROVAL OF AGENDA

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

4. APPROVAL OF CONSENT AGENDA

- a. Minutes of Regular Meeting of April 19, 2022.
- b. Motion to approve Claims Roster - None.
- c. Motion to approve Payroll Roster for April 15, 2022.
- d. Motion to set the date of May 17, 2022 for a public hearing to adopt the Six-year Transportation Improvement Plan (2023-2028)
- e. Motion to award Contract P2115 Ohrt's Addition Storm Drain Retrofit Project to Ellison Earthworks in the amount of \$460,390.11, plus a 10% contingency amount of \$46,039.01, for a total amount of \$506,429.12.

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

5. ORDINANCE/RESOLUTIONS

- a. Ordinance 5978: 2021/2022 Biennial Budget Adjustment. Dan Legard, Finance Director reported.

ORDINANCE/RESOLUTION NO. 5978

AN ORDINANCE PROVIDING FOR MODIFICATION OF THE 2021/2022 BIENNIAL BUDGET

Mr. Millbauer moved, seconded by Mayor Pro Tem Crawford to adopt Ordinance No. 5978. The motion passed unanimously.

- b. Ordinance 5979: Change of Zone 2022-0009 from Residential, Suburban (RS) to Residential, Low (RL) at 4830 W. 49th Ave. Anthony Muai, Planning Director reported.

Mr. Beauchamp stated he was building a home on the abutting property and stated for the record it would not affect his ability to be impartial.

ORDINANCE/RESOLUTION NO. 5979

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY WITHIN THE CITY OF KENNEWICK LOCATED 4830 W. 49th AVENUE FROM RESIDENTIAL, SUBURBAN (RS) TO RESIDENTIAL, LOW DENSITY (RL) (COZ 22-09, Ron Asmus Homes)

Mr. Millbauer moved, seconded by Mr. Anderson to adopt Ordinance No. 5979. The motion passed unanimously.

6. PUBLIC HEARINGS/MEETINGS

- a. Resolution 22-09: Vacate a 30' Utility/Access Easement & a 10' utility easement at 4112, 4136, 4160 and 4184 W 24th Ave. John Cowling, Deputy Public Works Director reported.

Public hearing was opened and closed at 7:07 p.m. No public testimony was provided.

RESOLUTION NO. 22-09

A RESOLUTION OF THE CITY OF KENNEWICK DECLARING SURPLUS A PORTION OF A 30.00 WIDE UTILITY/ACCESS EASEMENT AND A 10.00 FOOT WIDE UTILITY EASEMENT WITHIN 4112, 4136, 4160 AND 4184 WEST 24TH AVENUE

Mr. Anderson moved, seconded by Mr. Beauchamp to adopt Resolution No.22-09. The motion passed unanimously.

7. NEW BUSINESS - None

8. UNFINISHED BUSINESS - None

9. VISITORS

Tina Gregory, 5208 W. 10th Ave, Kennewick – Comments regarding future mandates and scriptures

10. COUNCIL COMMENTS/DISCUSSION

Council members reported on their respective activities.

11. ADJOURNMENT

Meeting was adjourned at 7:33 p.m.

Terri L. Wright, CMC
City Clerk

Council Agenda Coversheet



Agenda Item Number	4.b.	Council Date	05/17/2022
Agenda Item Type	General Business Item		
Subject	Columbia Park Golf Course Account		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

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

Recommendation

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

Motion for Consideration

I move to approve the Claims Roster for the Columbia Park Golf Course Account for March 2022 in the amount of \$31,508.09, comprised of check numbers 297, 2669-2677 in the amount of \$6,333.60 and electronic transfers in the amount of \$25,174.49.

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 \$31,508.09.

Through	Denise Winters May 10, 09:33:56 GMT-0700 2022
Dept Head Approval	Dan Legard May 10, 11:44:10 GMT-0700 2022
City Mgr Approval	Marie Mosley May 13, 09:09:57 GMT-0700 2022

Attachments:

Recording Required?

COLUMBIA PARK GOLF COURSE FUND
CHECK REGISTER
March 2022

Check Number	Vendor Check Name	Check Date	Amount	Type
2669	COLUMBIA POINT GOLF COURSE	3/1/2022	\$384.60	Check
2670	KENNEWICK GOLF CORPORATION	3/1/2022	\$4,957.67	Check
2671	MELISSA HIBBARD	3/1/2022	\$120.00	Check
2672	TOTAL E INTEGRATED INC.	3/1/2022	\$137.95	Check
2673	YELP	3/1/2022	\$40.00	Check
2674	COLUMBIA POINT GOLF COURSE	3/14/2022	\$384.60	Check
2675	QUEST DIAGNOSTICS	3/14/2022	\$31.95	Check
2676	TOTAL E INTEGRATED INC.	3/14/2022	\$137.95	Check
2677	YELP	3/14/2022	\$40.00	Check
297	BITE AT THE LANDING	3/5/2022	\$98.88	Check
ADPTS 1730170	ADP TOTAL SOURCE (AUTOPAY)	3/10/2022	\$4,592.72	EFT
NW 030122 PAYMENT	NATIONWIDE	3/1/2022	\$653.48	EFT
WA DOR 0025527209	DEPARTMENT OF REVENUE	3/25/2022	\$1,656.88	EFT
427405	EASY PICKER GOLF PRODUCTS, INC.	3/8/2022	\$989.21	EFT
427416	PEPSI COLA BOTTLING CO.	3/8/2022	\$24.44	EFT
428970	CITY OF KENNEWICK ELECTRICAL	3/23/2022	\$145.78	EFT
428982	PEPSI COLA BOTTLING CO.	3/23/2022	\$32.71	EFT
429747	PEPSI COLA BOTTLING CO.	3/30/2022	\$182.50	EFT
429793	BLUE ROOM	3/30/2022	\$88.00	EFT
Paid by ACH	R&R PRODUCTS INC	3/10/2022	\$572.65	EFT
Paid by ACH	WESTERN EQUIPMENT	3/17/2022	\$416.10	EFT
Paid by ACH	CINTAS CORPORATION #608	3/24/2022	\$109.25	EFT
Paid by ACH	CINTAS CORPORATION #608	3/31/2022	\$112.97	EFT
Paid by ACH	COLEMAN OIL COMPANY	3/31/2022	\$318.25	EFT
Paid by ACH	ADP TOTAL SOURCE (AUTOPAY)	3/11/2022	\$5,478.05	EFT
Paid by ACH	ADP TOTAL SOURCE (AUTOPAY)	3/25/2022	\$6,800.99	EFT
Paid by ACH	ELAN (MONTHLY CREDIT CARD CHGS)	3/31/2022	\$2,426.69	EFT
Bank Deduction	MERCHANT SERVICES	3/1/2022	\$539.70	EFT
Bank Deduction	US Bank	3/14/2022	\$34.12	EFT
			<u>\$31,508.09</u>	

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



 Dan Legard, Finance Director

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

Check numbers 297, 2669-2677	\$	6,333.60
Electronic transfers		25,174.49
Total	\$	<u>31,508.09</u>

Exceptions:

Check	Vendor	Date	Amount	Debit	Credit
2669	COLUMBIA POINT GOLF COURSE	3/1/2022		\$384.60	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$384.60
	PURCH	50100-060-244-00	SALARIES	\$192.30	
	PURCH	50100-080-244-00	SALARIES	\$192.30	
2670	KENNEWICK GOLF CORPORATION	3/1/2022		\$4,957.67	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$4,957.67
	PURCH	59600-080-244-00	ACCOUNTING FEES	\$1,240.00	
	PURCH	59610-080-244-00	MANAGEMENT FEE	\$3,717.67	
2671	MELISSA HIBBARD	3/1/2022		\$120.00	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$120.00
	PURCH	52100-080-244-00	TELECOMMUNICATIONS	\$120.00	
2672	TOTAL E INTEGRATED INC.	3/1/2022		\$137.95	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$137.95
	PURCH	51900-050-244-00	CONTRACT SERVICES	\$137.95	
2673	YELP	3/1/2022		\$40.00	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$40.00
	PURCH	53100-080-244-00	ADVERTISING & MARKETING	\$40.00	
2674	COLUMBIA POINT GOLF COURSE	3/14/2022		\$384.60	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$384.60
	PURCH	50100-060-244-00	SALARIES	\$192.30	
	PURCH	50100-080-244-00	SALARIES	\$192.30	
2675	QUEST DIAGNOSTICS	3/14/2022		\$31.95	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$31.95
	PURCH	51800-080-244-00	PROFESSIONAL SERVICES	\$31.95	
2676	TOTAL E INTEGRATED INC.	3/14/2022		\$137.95	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$137.95
	PURCH	51900-050-244-00	CONTRACT SERVICES	\$137.95	
2677	YELP	3/14/2022		\$40.00	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$40.00
	PURCH	53100-080-244-00	ADVERTISING & MARKETING	\$40.00	
297	BITE AT THE LANDING	3/5/2022		\$98.88	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$98.88
	PURCH	49150-070-244-00	COGS - PACKAGED FOOD	\$98.88	
ADPTS 1730170	ADP TOTAL SOURCE (AUTOPAY)	3/10/2022		\$4,592.72	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$4,592.72
	PURCH	50800-050-244-00	HEALTH BENEFITS	\$2,717.19	
	PURCH	50800-060-244-00	HEALTH BENEFITS	\$1,875.53	
NW 030122 PAYMENT	NATIONWIDE	3/1/2022		\$653.48	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$653.48
	PURCH	18400-000-244-00	PREPAID INSURANCE	\$653.48	
WA DOR 0025527209	DEPARTMENT OF REVENUE	3/25/2022		\$1,656.88	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$1,656.88
	PURCH	20300-000-244-00	SALES TAX PAYABLE	\$871.36	
	PURCH	91101-000-244-00	OTHER STATE TAXES	\$785.52	
427405	EASY PICKER GOLF PRODUCTS, INC.	3/8/2022		\$989.21	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$989.21
	PURCH	55000-050-244-00	GOLF CART PARTS	\$989.21	
427416	PEPSI COLA BOTTLING CO.	3/8/2022		\$24.44	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$24.44
	PURCH	49150-070-244-00	COGS - PACKAGED FOOD	\$15.94	
	PURCH	51900-060-244-00	CONTRACT SERVICES	\$8.50	
428970	CITY OF KENNEWICK ELECTRICAL	3/23/2022		\$145.78	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$145.78
	PURCH	52200-060-244-00	UTILITIES - GAS & ELECTRIC	\$116.69	
	PURCH	52210-060-244-00	IRRIGATION ELECTRICITY	\$29.09	
428982	PEPSI COLA BOTTLING CO.	3/23/2022		\$32.71	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$32.71
	PURCH	49150-070-244-00	COGS - PACKAGED FOOD	\$11.46	
	PURCH	49200-070-244-00	COGS - SOFT BEVERAGE	\$21.25	

Check	Vendor	Date	Amount	Debit	Credit
429747	PEPSI COLA BOTTLING CO.	3/30/2022		\$182.50	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$182.50
	PURCH	49150-070-244-00	COGS - PACKAGED FOOD	\$56.40	
	PURCH	49200-070-244-00	COGS - SOFT BEVERAGE	\$117.60	
	PURCH	51900-060-244-00	CONTRACT SERVICES	\$8.50	
429793	BLUE ROOM	3/30/2022		\$88.00	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$88.00
	PURCH	52300-060-244-00	GARBAGE & DEBRIS REMOVAL	\$88.00	
Paid by ACH	R&R PRODUCTS INC	3/10/2022		\$572.65	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$572.65
	PURCH	55850-060-244-00	COURSE ACCESSORIES MAINT	\$572.65	
Paid by ACH	WESTERN EQUIPMENT	3/17/2022		\$416.10	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$416.10
	PURCH	58100-060-244-00	EQUIPMENT PARTS	\$416.10	
Paid by ACH	CINTAS CORPORATION #608	3/24/2022		\$109.25	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$109.25
	PURCH	51900-060-244-00	CONTRACT SERVICES	\$40.16	
	PURCH	51900-080-244-00	CONTRACT SERVICES	\$69.09	
Paid by ACH	CINTAS CORPORATION #608	3/31/2022		\$112.97	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$112.97
	PURCH	51900-060-244-00	CONTRACT SERVICES	\$52.17	
	PURCH	51900-080-244-00	CONTRACT SERVICES	\$60.80	
Paid by ACH	COLEMAN OIL COMPANY	3/31/2022		\$318.25	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$318.25
	PURCH	58300-060-244-00	FUEL & OIL MAINTENANCE	\$225.75	
	PURCH	58300-050-244-00	FUEL & OIL GOLF	\$92.50	
Paid by ACH	ADP TOTAL SOURCE (AUTOPAY)	3/11/2022		\$5,478.05	
	PAY	50000-000-244-00	TEMPORARY ACCT		\$5,478.05
	PURCH	50200-050-244-00	HOURLY WAGES	\$3,128.60	
	PURCH	50200-060-244-00	HOURLY WAGES	\$2,303.29	
	PURCH	50800-050-244-00	HEALTH BENEFITS		\$543.31
	PURCH	50800-060-244-00	HEALTH BENEFITS		\$368.52
	PURCH	50950-050-244-00	COMBINED ADMIN, TAXES, W/C	\$556.70	
	PURCH	50950-060-244-00	COMBINED ADMIN, TAXES, W/C	\$379.18	
	PURCH	50950-080-244-00	COMBINED ADMIN, TAXES, W/C	\$22.11	
Paid by ACH	ADP TOTAL SOURCE (AUTOPAY)	3/25/2022		\$6,800.99	
	PAY	50000-000-244-00	TEMPORARY ACCT		\$6,800.99
	PURCH	50200-050-244-00	HOURLY WAGES	\$3,470.63	
	PURCH	50200-060-244-00	HOURLY WAGES	\$3,006.44	
	PURCH	50800-050-244-00	HEALTH BENEFITS		\$543.31
	PURCH	50800-060-244-00	HEALTH BENEFITS		\$368.52
	PURCH	50950-050-244-00	COMBINED ADMIN, TAXES, W/C	\$672.21	
	PURCH	50950-060-244-00	COMBINED ADMIN, TAXES, W/C	\$505.99	
	PURCH	50950-080-244-00	COMBINED ADMIN, TAXES, W/C	\$57.55	
Paid by ACH	ELAN (MONTHLY CREDIT CARD CHGS)	3/31/2022		\$2,426.69	
	PURCH	50000-000-244-00	TEMPORARY ACCT		\$2,426.69
	PURCH	47150-050-244-00	COGS MERCHANDISE	\$820.80	
	PURCH	51350-080-244-00	SAFETY SUPPLIES	\$165.65	
	PURCH	51500-060-244-00	TRAVEL LODGING & ENT	\$401.95	
	PURCH	51500-080-244-00	TRAVEL LODGING & ENT	\$401.95	
	PURCH	52100-060-244-00	TELECOMMUNICATIONS	\$83.48	
	PURCH	52500-080-244-00	OFFICE SUPPLIES	\$69.07	
	PURCH	52800-080-244-00	SUBSCRIPTIONS & PUBLICATIONS	\$9.25	
	PURCH	53100-080-244-00	ADVERTISING & MARKETING	\$211.52	
	PURCH	55300-050-244-00	RANGE SUPPLIES	\$49.74	
	PURCH	55800-060-244-00	OTHER DEPT SUPPLIES	\$22.57	
	PURCH	55850-050-244-00	COURSE ACCESSORIES GOLF	\$129.71	
	PURCH	58500-060-244-00	EQUIPMENT SHOP SUPPLIES	\$61.00	
Bank Deduction	MERCHANT SERVICES	3/1/2022		\$539.70	
	PAY	10420-000-244-00	OPERATING CHECKING ACCT - US Bank		\$539.70
	PURCH	54000-080-244-00	BANK CHARGES	\$539.70	
Bank Deduction	US Bank	3/14/2022		\$34.12	
	PAY	10420-000-244-00	OPERATING CHECKING ACCT - US Bank		\$34.12
	PURCH	54000-080-244-00	BANK CHARGES	\$34.12	

Council Agenda Coversheet



Agenda Item Number	4.c.	Council Date	05/17/2022
Agenda Item Type	General Business Item		
Subject	Payroll Roster for PPE 4/30/2022		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

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

Recommendation

That Council approve the Payroll Roster.

Motion for Consideration

I move to approve the Payroll Roster for 4/30/2022 in the amount of \$2,051,225.85 comprised of check numbers 75717 through 75734 and direct deposit numbers 202020 through 202441.

Summary

None.

Alternatives

None.

Fiscal Impact

Total: \$2,051,225.85

Through	
Dept Head Approval	Dan Legard May 09, 14:09:03 GMT-0700 2022
City Mgr Approval	Marie Mosley May 13, 09:10:44 GMT-0700 2022

Attachments:

Payroll Roster

Recording Required?

May 17, 2022

All Departments:

April 30, 2022

ADMINISTRATIVE TEAM	2,569.84
CITY COUNCIL	4,700.00
CITY MANAGER	12,381.78
COMMUNITY PLANNING & ECONOMIC DEVELOPMENT	26,846.67
EMPLOYEE & COMMUNITY RELATIONS	48,339.70
ENGINEERING	60,882.08
FACILITIES & GROUNDS	88,417.95
FINANCE	56,833.35
FIRE	98,834.66
LEGAL SERVICES	23,469.53
MANAGEMENT SERVICES	90,816.27
POLICE	540,874.55
	<hr/>
Subtotal General Fund	1,054,966.38
STREETS	21,126.60
TRAFFIC	22,618.27
	<hr/>
Subtotal Street Fund	43,744.87
BI-PIN	10,634.40
BUILDING SAFETY	43,056.49
COMMUNITY DEVELOPMENT	4,290.30
CRIMINAL JUSTICE	61,588.09
EQUIPMENT RENTAL	11,946.65
MEDICAL SERVICES	376,764.71
RISK MANAGEMENT	4,067.51
STORMWATER UTILITY	19,973.52
WATER & SEWER	139,793.62
	<hr/>
Subtotal Other Funds	672,115.29
Total Salaries and Wages	1,770,826.54
	<hr/>
<u>Benefits:</u>	
Industrial Insurance	43,514.39
Medical Retirement Account	3,262.50
Retirement	127,416.43
Social Security (FICA)	103,498.04
WA Family Leave	2,707.95
	<hr/>
	280,399.31
	<hr/>
Total Benefits	
Grand Total	\$2,051,225.85

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 \$2,051,225.85 comprised of check numbers 75717 through 75734 and direct deposit numbers 202020 through 202441.

Approved for payment:



Dan Legard, Finance Director

Council Agenda Coversheet



Agenda Item Number	4.d.	Council Date	05/17/2022
Agenda Item Type	Contract/Agreement/Lease		
Subject	City Janitorial Services		
Ordinance/Reso #		Contract #	22-021
Project #		Permit #	
Department	Parks & Recreation		

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 award Contract 22-021 (City Janitorial Services) to Intermountain Cleaning Service, Inc. for \$229,986 for one year (and up to \$1,246,218 with option years) and authorize the City Manager to sign the contract.

Motion for Consideration

I move to award Contract 22-021 (City Janitorial Services) to Intermountain Cleaning Service, Inc. for \$229,986 for one year (and up to \$1,246,218 with four option years) and authorize the City Manager to sign the contract.

Summary

In response to a request for bids issued through Public Purchasing, six bids were received on April 5, 2022 at 2:00 pm:

\$229,986.00	Intermountain Cleaning Service, Inc.
\$252,533.52	ABM Industry Groups LLC
\$352,649.88	Del Sol Inc.
\$370,299.60	Seal X Pro
\$437,515.20	Dura-Shine
\$141,230.64	Personal Touch (note: only bid on 59,320 of the 169,470 square feet (or 5 of 10 buildings) of base contract facilities).

This one year contract (2022-2023) is for regular cleaning services at 10 City facilities, comprising approximately 169,470 square feet, which is included in the awarded contract amount. Additional services such as carpet shampooing, vinyl floor strip and waxing, and window cleaning services may be scheduled at the City's discretion as budgeted.

Alternatives

None Recommended

Fiscal Impact

Contract amount aligns with existing budget projection. For the June 1-December 31 term of the contract, budget breaks down to Parks Janitorial Services \$28,319; Facilities Janitorial Services \$91,385; Library Janitorial Services \$41,797; and Water/Wastewater Janitorial Services \$5,062. Remainder of contract award shall be budgeted in subsequent bienniums.

Through	Kristin Rawlinson May 10, 11:51:54 GMT-0700 2022
Dept Head Approval	Emily Estes-Cross May 11, 10:37:00 GMT-0700 2022
City Mgr Approval	Marie Mosley May 13, 09:21:23 GMT-0700 2022

Attachments:

Recording Required?

City of Kennewick
Janitorial Services Contract

Project Name:

City Facilities Janitorial Service RFB 22-001

Contract 22-021

THIS CONTRACT is made and entered into by and between the City of Kennewick (Owner), and Intermountain Cleaning Service Inc., a Washington Corporation (Contractor). Contractor and Owner may hereinafter be referred to as "Parties." This Contract shall be effective on the last date set forth on the signature page. This Contract shall be the agreed basis of performing the Work identified and defined in the Contract Documents.

FIRST: The Contractor agrees to furnish all material, labor, tools, equipment, apparatus, facilities, etc. necessary to perform and complete in a workmanship like manner the Work called for in the Contract Documents for the Project noted above, according to the terms of this Contract and the Contract Documents, which documents are incorporated herein by reference, as if set forth herein in full. The Contractor, for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants contained in the Contract Documents.

The Contract Documents shall include the Advertisement for Bids, Instructions to Bidders, Request for Bids 22-001, Addenda 1 and 2, completed Bid Form, supplemental bidder information, General Conditions for City of Kennewick, Washington (last revised August 24, 2015), Modifications to the General Conditions and this Janitorial Services Contract.

SECOND: Time for Completion: The Work to be performed under this Contract shall commence as soon as the Contractor has been officially notified to proceed, and will continue until May 31, 2023.

THIRD: Regular Services: The Contractor shall provide and bear all expenses of any sort whatsoever that may be required for completing the Work provided for in the Contract Documents for Regular Services, except such as are mentioned in the Contract Documents as being the responsibility of the Owner or other parties. Owner hereby agrees to pay the Contractor the Contract Award Amount indicated below, including applicable State Sales Taxes at time service is performed, as consideration for the agreements set forth above, including but not limited to, Contractor's completion of all Work, in strict accord with the Contract Documents, as follows:

- Janitorial Regular Services (through May 31, 2023) = \$229,986

City of Kennewick
Janitorial Services Contract

Project Name:
City Facilities Janitorial Service RFB 22-001

Contract 22-021

Additional Services: The Owner at its sole discretion may require and schedule additional services, including but not limited to services identified in Exhibit 1 as Scheduled Services. The Contractor shall provide and bear all expenses of any sort whatsoever that may be required for completing the Work provided for in the Contract Documents for Scheduled Services and scheduled by the Owner, except such as are mentioned in the Contract Documents as being the responsibility of the Owner or other parties. Owner hereby agrees to pay the Contractor the amounts reflected for Scheduled Services, with the addition of State Sales Tax, as consideration for the completion of Scheduled Services, in strict accord with the Contract Documents. Scheduled services not shown in the Contract Documents will compensated at a mutually agreed upon price.

No liability shall attach to the Owner by reason of entering into this Contract, except as expressly provided herein. The Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

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

This Contract shall be construed and governed by the laws and statutes of the State of Washington.

If any portion of this Contract is found to be invalid by the Superior Court of Benton County, such invalidation of such portion shall not invalidate the remaining portions of the Contract, and they shall remain in full force and effect as written.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract by having their authorized representatives affix their signatures below. This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Contract may be delivered by electronic means and those signatures shall be treated as original signatures for all applicable purposes.

CITY OF KENNEWICK

INTERMOUNTAIN CLEANING SERVICE INC.

Marie E. Mosley
City Manager

Date Signed: _____

Milton Cooper
Owner

Date Signed: 5/4/2022

ATTEST:

Terri L. Wright
City Clerk

Date Signed: _____

APPROVED AS TO FORM:

Lisa Beaton
City Attorney

Date Signed: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mid-Valley Insurance, Inc PO Box 2608 Yakima, WA 98907	CONTACT NAME: Tom Hinman, CIC PHONE (A/C. No. Ext): (509)248-9360 E-MAIL ADDRESS: tom@mvyak.com	FAX (A/C. No): (888)875-8799
	INSURER(S) AFFORDING COVERAGE	
INSURED Intermountain Cleaning Service Inc 515 N 20th Ave Yakima, WA 98902	INSURER A: Ohio Security Insurance Co	NAIC # 24082
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 00002867-0

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			BKS59932328	08/01/2021	08/01/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Fire Damage	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Kennewick
 414 E 10th Ave
 Kennewick, WA 99336

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(TOM)

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CITY OF KENNEWICK

AFFIDAVIT OF COMPLIANCE WITH KENNEWICK "E-VERIFY"

As the person duly authorized to enter into such commitment for

Intermountain Cleaning Service, Inc
(Company or Organization Name)

I hereby certify that the Company or Organization named herein will

(check one box below)

Be in compliance with all of the requirements of City of Kennewick for the duration of the contract entered into between the City of Kennewick and the Company or Organization.

OR

Hire no employees for the term of the contract between the City and the Company or Organization.

Stephanie Ward
SIGNATURE

Stephanie Ward
PRINTED NAME

H.R.
TITLE

5/4/22
DATE



**REQUEST FOR BIDS
RFB 22-001 CITY FACILITIES JANITORIAL SERVICES**

Jon Correio
Buyer II
Purchasing Department
jon.correio@ci.kennewick.wa.us
509-585-4308

**DUE DATE: NO LATER THAN 2:00 PM PACIFIC TIME TUESDAY,
APRIL 5, 2022**

RFB 22-001 CITY FACILITIES JANITORIAL SERVICES

INFORMATION TO BIDDERS

Bids due no later than: 2:00 p.m., Tuesday, April 5, 2022 (Pacific Time)

Bids may be submitted three ways and must be received by the City of Kennewick prior to the deadline:

- Submit by hand delivery to Purchasing Department, 414 E 10th Ave., Kennewick, WA 99336
- Submit by mail to P. O. Box 6108 (414 E. 10th Ave.), Kennewick, WA 99336
- Submit by email to: jon.correio@ci.kennewick.wa.us

NOTE: Regardless of delivery method supplemental electronic copies of bids (with bid forms in .xls format) are required to be sent to jon.correio@ci.kennewick.wa.us.

BID PREPARATION

All bids shall include the following form(s) as contained in the Request for Bids (RFB) and printed by the bidder.

- Proposal Cover Sheet (See Sample, Attachment A)**
- Bidder Information and Certification (Attachment B)**
- Proposal Spreadsheets (Attachments C and C-1 (excel file))**
- Answers to Supplemental Bidder Questions (Attachment D)**

After the date and hour set for the opening of the bids, no Bidder may withdraw their proposal unless the award of contract is delayed for a period exceeding forty-five (45) calendar days.

All bids should be clearly marked "RFB 22-001 JANITORIAL SERVICES." One (1) copy of the bid must be presented. The City of Kennewick reserves the right to waive any informalities or to reject any or all bids.

It is the responsibility of the Bidder to ensure that its bid is received by the City of Kennewick by the deadline noted above, regardless of the method utilized by the Bidder to submit its bid. There will be no public opening of the bids, results will be provided to the bidders as soon as practical.

Bidders shall be qualified by experience, financing, equipment, and organization to do the work called for in the Request for Bids. The City of Kennewick reserves the right to take whatever action it deems necessary to ascertain the ability of the bidder to perform the work satisfactorily.

Bidders shall satisfy themselves by personal examination of the plans, specifications, site of the proposed improvements, and by other examination and investigation which they may desire to make as to the nature of the project and the difficulties to be encountered.

Bid documents and any subsequent modifications will be provided by the Publicpurchase.com website portal through the City of Kennewick bid opportunity page, which can be accessed at the following link: <https://www.go2kennewick.com/300/Bid-Opportunities>. Bidders are responsible for registering with, and accessing information via Publicpurchase.com.

Bidders are required to inform themselves fully of the conditions relating to labor under which the work is to be done; and the successful Bidder must employ, as far as possible, methods and means for carrying out this work to eliminate any interference or interruption of any other

RFB 22-001 CITY FACILITIES JANITORIAL SERVICES

contracts. After submissions of the proposal, no complaints or claims construing misunderstanding in regard to the content of the Owner or the estimated quantities of work to be done will be accepted.

The signing of the proposal will be considered as implicitly denoting that the Bidder has a thorough comprehension of the full intent and scope of the specifications and drawings.

Questions: Bidders with questions about this project must submit written questions only via e-mail to the individual shown below. Questions shall be accepted only until 12:00 p.m. Pacific Time on Thursday, March 30, 2022.

Contact Person: Jon Correio

Title: Buyer II

E-mail Address: jon.correio@ci.kennewick.wa.us

There is a scheduled visit of many of the sites on Thursday, March 24, 2022, beginning at 10:00 a.m., departing from the Frost Municipal Complex, 1010 E. Chemical Drive. (Transportation is on your own.) Potential bidders are encouraged to attend.

General Information

The City of Kennewick is requesting bids for Janitorial Services at City Facilities for regular cleaning of ten (10) City of Kennewick buildings, and scheduled only services, at six (6) additional City buildings with an approximate total square footage of 193,000 square feet.

The City of Kennewick (City), Purchasing Department is accepting bids from qualified Contractors for Janitorial Services. It is the intent of the City to award up to three (3) contracts with up to five (5) year potential terms to the successful bidder or bidders for the service areas, as described in section II, Service Requirements, Item B, Schedule. See also **Attachment F**, Service Area Matrix, for additional service area information. Interviews may be requested with one or more Contractors responding to the RFB. Because the City intends to award up to three (3) contracts, and therefore might not award to a single Contractor, all bidders shall bid in the following formats:

1. Bid per facility, including any applicable sales tax and costs for all services for each individual site. These individual site bids should be able to stand-alone and not be dependent on the award of multiple facilities, in assumption that the City will award to multiple Contractors. A facility may be split up into multiple bidding sections, but will be awarded as a facility, at a minimum, if multiple Contract awards are made by the City – no individual facility will be awarded to more than one (1) Contractor.
2. Bid for total cost for all sites, including any applicable sales tax and costs for all services for each facility as a whole. The TOTAL Bid for all sites should assume that the City will award the entire contract to a single Contractor. If a pricing break will be given for a full award of all facilities, by a Contractor, this overall reduced rate should be reflected in the “Total Bid ALL Sites (for Single Contract Award), if different” line on the bid form.
3. If the Contractor should decline to bid on a specific building, that Contractor shall indicate as such with a statement of “DECLINE” in that specific building’s monthly cost section on the bid form.

By submitting a bid, the Contractor certifies they understand the terms and conditions and can meet specifications and delivery times herein. This is a State prevailing wage contract.

RFB 22-001 CITY FACILITIES JANITORIAL SERVICES

Contractors and subcontractors have several requirements, including being a “responsible bidder,” to bid on a prevailing wage project. (RCW 39.04.350, and RCW 39.06.020.) You must meet these requirements, including but not limited to:

- Valid Unified Business Identifier (UBI), www.dol.wa.gov/business/checkstatus.html.
- Current contractor’s registration or licensing as required, secure.Lni.wa.gov/verify.
- Industrial insurance coverage for employees, secure.Lni.wa.gov/verify.
- Not currently debarred from bidding on a project that involves prevailing wage (secure.Lni.wa.gov/debarandstrike/ContractorDebarList.aspx).
- Must attend L&I training on Public Works and Prevailing Wage Law unless a contractor has been in business for three or more years and has completed three or more public works projects. RCWs 18.27, 39.04.350, 39.06.010, 39.12.050, 39.12.065, 51.48.020(1), 51.48.103, WAC 296-127-310

Awarding of Bid

The City shall award the bid to at least one (1) but not more than three (3) Contractors based on the highest overall score(s), at the sole discretion of the City, in the following categories on a percentage basis. Scoring shall be done on a 1-10 point scale basis for each of the following categories:

1. Bid costs – 30%
2. References – 30%
3. Answers to questions – 20%
4. Interviews of bidders – 20%

Interview of Bidders: Once all bids are received, the City shall contact bidders to schedule an interview.

I. Scope of Work and General Requirements

A. Scope of Work

The Contractor shall render to the City of Kennewick prompt and regular janitorial services as outlined in the contract and pursuant to the specifications and schedule included herein.

The areas of regular service are:

- | | |
|---|---------------------------------|
| 1. Kennewick City Hall | 210 West 6 th Ave. |
| 2. Police Department | 211 West 6 th Ave. |
| 3. Keewaydin Community Center | 500 South Auburn St. |
| 4. Frost Building | 1010 E. Chemical Drive |
| 5. Southridge Complex (Numerica Pavilion) | 2901 Southridge Blvd. |
| 6. Mid-Columbia Library | 1620 South Union St. |
| 7. City Hall Annex | 210-A West 6 th Ave. |
| 8. Purchasing Division | 414 East 10 th Ave. |
| 9. Waste Water Treatment Plant | 416 North Kingwood St. |
| 10. Water Treatment Plant | 615 East Columbia Dr. |

Scheduled services only at the following locations:

- | | |
|---------------------|---------------------------|
| 11. Fire Station #1 | 600 South Auburn St. |
| 12. Fire Station #2 | 414 North Morain St. |
| 13. Fire Station #3 | 7009 West Grandridge Blvd |

RFB 22-001 CITY FACILITIES JANITORIAL SERVICES

14. Fire Station #4	2620 West 27 th Ave.
15. Fire Station #5	6016 West 10 th Ave.
16. Kennewick Activity Center (KAC)	304 West 6 th Ave.

As shown on the floor plans attached hereto (Attachment G, Detail Drawings.)

The City reserves the right to remove facilities or add any additional City managed/ owned facilities to this contract.

B. Contracting Officer/Coordination of Work

The Parks, Recreation & Facilities Director of the City of Kennewick or his/her designated representative, shall be the contracting officer who shall act as the agent of the City under this Agreement. The Contractor shall designate a representative to act on its behalf. Said representative shall have full authority to direct all affairs in respect to the work performed under this Agreement.

C. Contract/Term

The Contract Form (Agreement), this Request for Bids including janitorial service requirements, attachments, addenda and other supplemental documents are all essential parts of the Contract. The Contract shall be for a term of one (1) year beginning June 1, 2022 and ending May 31, 2023, with four (4) one-year extensions available, except that in the event the Contractor fails to comply with any term of this Agreement, the City may terminate this contract upon thirty (30) days written notice to the Contractor. If the City needs to terminate for any other reason, such as budget constraints, the City may do so as specified in the Standard Specifications. The waiver of any performance hereunder shall not be deemed a bar to the City's insistence on performance at some other time. In the event of termination (due to Contractor's failure to comply), the City may have the services performed by other means and the Contractor shall be liable to the City of any excess costs for such service. The Contractor may terminate the contract upon one hundred twenty (120) days written notice to the City. Notice must be delivered by Certified Mail or signed delivery receipt. A sample City Contract Form Agreement is included in this RFB as **Attachment E**.

D. Indemnification / Hold Harmless

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.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. 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.

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Insurance:

- 1. Insurance Term:** The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.
- 2. No Limitation:** Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- 3. Minimum Scope of Insurance:** Contractors required insurance shall be of the types and coverage as stated below:
 - a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
 - b. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as additional an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
 - c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- 4. Minimum Amounts of Insurance:** Contractor shall maintain the following insurance limits:
 - a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 - b. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
- 5. Public Entity Full Availability of Contractor Limits:** If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate

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of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

- 6. Other Insurance Provision:** The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
- 7. Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- 8. Verification of Coverage:** Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.
- 9. Subcontractors' Insurance:** The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.
- 10. Notice of Cancellation:** The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.
- 11. Failure to Maintain Insurance:** Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

E. City of Kennewick Standard Specifications

Except where provided and modified by these special provisions, the work under this contract will be governed by the latest edition of the City of Kennewick Standard Specifications and Details prepared by the City of Kennewick, except as herein modified. The Standard Specification Manual is posted on the City's webpage at: go2kennewick.com and located by searching for "[Standard Specifications Manual](#)". The City of Kennewick Standard Specifications utilizes the WSDOT Standard Specifications as provided for in Section 1-3 of the City Standards.

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F. Bonds

This project does not have a bonding requirement.

G. Compliance with Laws and Regulations

The Contractor shall fully comply with all Federal, State and Local rules and regulations which may be applicable to the work performed by the Contractor under the agreement, including, but not limited to, the provisions of Chapter 49.28 RCW relating to hours of labor and Chapter 49.60 RCW, the Washington State law against discrimination.

H. Prevailing Wages

State prevailing wages are required. Contractor is required to pay prevailing wage rates for the appropriate category of work and shall submit to WA State Labor & Industries, for itself and any subcontractors, the following forms: statement of Intent to Pay Prevailing Wages prior to beginning work. Prevailing wage form(s) Affidavit of Wages paid will be required upon completion of work. This can be done on line at: www.lni.wa.gov then click on Trades and Licensing then: Prevailing Wage. A contractor, subcontractor, or employer shall file a copy of its certified payroll records using the WA State Labor & Industries' online system at least once per month. If the WA State Labor & Industries' online system is not used, a contractor, subcontractor, or employer shall file a copy of its certified payroll records directly with WA State Labor & Industries in a format approved by WA State Labor & Industries at least once per month, pursuant to RCW 39.12.120, effective January 1, 2020. When the City receives approved Statements of Intent to Pay Prevailing Wages, payments for work done will be made to the Contractor by the City on a monthly basis. The Contractor shall file the Intents to Pay thereafter on the 1st of June each year. Affidavits of Wages Paid shall be filed after May 31st of each year for the work performed during the preceding twelve (12) month period.

I. E-verify Requirements for Contractors

The contractor and any subcontractors who enter into agreements to provide services or products to the City shall comply with and use the Department of Homeland Security's E-Verify system when hiring new employees for the term of the contract.

E-Verify is an Internet-based system operated by United States Citizenship and Immigration Services in partnership with the Social Security Administration. E-Verify is free to employers and is available in all 50 states. E-Verify provides an automated link to federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers. The Contractor shall enroll in, participate in and document use of E-Verify as a condition of the award of this contract. The Contractor shall continue participation in E-Verify throughout the course of the Contractor's contractual relationship with the City. If the Contractor uses or employs any subcontractor in the performance of work under this contract, or any subsequent renewals, modifications or extension of this contract, the subcontractor shall register in and participate in E-Verify and certify such participation to the Contractor. The Contractor shall show proof of compliance with this section, and/or proof of subcontractor compliance with this section, within three (3) working days of the date of the City's request for such proof.

Who is affected?

- All contractors doing business for the City of Kennewick. There is no minimum dollar value for contracts affected.

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- All subcontractors employed by the general contractor on these contracts.

Are there exceptions?

- Contracts for “Commercial-Off-The-Shelf” items are exempted from this requirement.
- Individuals, Companies, or other organizations who do not have employees.

How long must the contractor comply with the E-Verify system?

- For at least the term of the contract.

Are there other stipulations?

- E-Verify must be used ONLY for NEW HIRES during the term of the contract. It is NOT to be used for EXISTING EMPLOYEES.
- E-Verify must be used to verify the documentation of ANY new employee during the term of the contract, not just those directly or indirectly working on deliverables related to the City of Kennewick contract.

How will the City of Kennewick check for compliance?

- All contractors will retain a copy of the E-Verify Memorandum of Understanding that they execute with the Department of Homeland Security AND
- Sign and submit to the City an Affidavit of Compliance with their signed contract.
- All General Contractors will be required to have their subcontractors sign an Affidavit of Compliance and retain that Affidavit for four (4) years after end of the contract.
- The City of Kennewick has the right to audit the Contractor’s compliance with the E-Verify Ordinance.

Further information on E-Verify can be found at the following website:

<http://www.uscis.gov/e-verify>.

If you have questions about the City’s E-Verify Ordinance, please contact the City of Kennewick’s legal department prior to contracting with the City.

J. Business License

A business license from the City of Kennewick will be required by the Contractor or Subcontractor prior to beginning work.

K. Employee Criminal Background Checks, Rosters and Performance

It will be the Contractor’s responsibility to conduct criminal background checks on all employees that will, or may temporarily, work in any City Facilities. No employee, agent, or volunteer who has been convicted of a violent crime or a crime of moral turpitude shall assist or participate in any manner with Contractor’s activities. Violent crime includes, but is not limited to, homicide, rape, child molestation, felony assault, robbery, kidnapping, stalking, assault domestic violence, or assault with sexual motivation. Contractor is responsible for ensuring that criminal background checks are timely and properly conducted, and for paying all costs associated with conducting background checks. Notwithstanding any other provisions contained herein, this Contract shall be subject to immediate termination at the election of the City upon notice that Contractor has failed to adhere to Section I regarding criminal background checks.

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The Contractor will be required to complete City provided release of information forms for state and national background checks for any employee, including any employee who may temporarily be scheduled, that is scheduled to work within the City of Kennewick's **Police Facility**. The completed forms will need to be submitted to the City's representative for processing at least ten (10) days prior to that employee starting to work at the Police Facility.

A list of all active Contractor employees working at any City facility, including employees who may temporarily fill in at any City facility, shall be provided, and kept current, to the City at all times. This list shall identify which employees are regularly assigned to which facility. Any changes shall be communicated within three (3) business days.

If any Contractor employee is removed from a City facility, either by the Contractor or at the request of the City, due to performance issues, that employee shall not be reassigned to another City facility without the express permission of the City.

L. Supplies, Materials and Equipment

The Contractor will furnish all materials and equipment needed to perform the work except that the City of Kennewick will supply paper goods (restroom supplies, i.e., toilet tissue, paper towels, sanitary napkins, plastic bags, etc.) for all facilities (**with the exception of the Library, at which the paper goods listed above will be provided by the Contractor**). These goods will be installed by the Contractor. Storage will be provided by the City for these items. The City cannot guarantee provision of storage space for Contractor's materials and equipment. For material provided by the City, the Contractor will be responsible for maintaining adequate stock and notifying City representatives of required materials for each building/service location on a monthly basis. **Additionally, at the Library, the Contractor shall supply replacement bulbs to be installed by the Contractor, as needed, for all areas accessible by a standard eight-foot (8' ladder) (meeting rooms, offices, restrooms, etc.). The Contractor will obtain authorization by the City for all bulb purchases, which will be reimbursed by the City at cost.**

The Contractor will furnish a notebook containing current Safety Data Sheets (SDS) for every cleaning supply used, including carpet cleaning agents, stripper & wax, etc., for each City Facility. The notebooks will be kept in the janitorial closet at each building. The notebooks need to be reviewed as necessary by Contractor to ensure that an SDS is provided for any product changed/added as well. Copies of SDS sheets will be supplied by the Contractor to the City Purchasing Department at the start of the contract, and kept updated throughout the duration of the contract. **SDS Sheets shall be posted in the buildings prior to and through the completion of any carpet cleaning or vinyl flooring stripping agents and waxes are used.**

M. Building Office Hours and Cleaning Schedule

Janitorial service for the respective areas shall be performed during the following times as mutually agreed upon:

All Facilities Except* the Following: Cleaning services shall be after normal hours of operation of services. The buildings are normally closed from 5:30 p.m. to 7:00 a.m., Monday through Friday and weekends. Cleaning shall normally be performed during those hours.

***Exceptions are:**

City Hall Council Chambers: Has regularly scheduled meetings all evenings, except Friday, beginning as early as 6:00 p.m.

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Mid-Columbia Library: Will need to be scheduled after their closing time and will be seven days a week service.

Purchasing Division: Cleaning shall be done during the normal hours of operation, specifically at some time between 9:00 a.m. to 3:00 p.m., scheduled once per week between Monday and Friday.

Waste Water Treatment Plant and Water Treatment Plant: Cleaning shall be done during the normal hours of operation, specifically at some time near 9:00 a.m., scheduled once per week between Monday and Friday.

Southridge Pavilion: Cleaning shall be done after the regular hours of operation*, normally at sometime between 9:00 p.m. and 6:00 a.m., Monday through Saturday and after 5:00 p.m. on Sundays. **Should the building be rented for an event, times for cleaning will be coordinated between City staff and Contractor. Rentals could last until midnight.*

If a legal holiday occurs on a regularly scheduled cleaning day, upon request, the cleaning may be done on the preceding or following workday.

In case of an emergency condition, the Contractor shall, at the direction of the Contracting Officer or her representative, provide necessary forces to meet the condition without diverting or delaying work to be performed under the contract. Payment and schedule for response to emergency conditions will be negotiated between the City's Contracting Officer and the Contractor's representative prior to commencing work.

Scheduled cleaning such as carpet shampooing and floor stripping and waxing can often be scheduled during normal working hours at the Fire Stations, Kennewick Activity Center and City Hall Council Chambers. The remainder of the areas must be cleaned outside of normal working hours. Scheduled window cleaning can typically be performed during the work hours. All areas must be scheduled for cleaning between the City and Contractor.

N. Examination of Plans, Specifications, and Site

The Contractor shall satisfy themselves by personal examination of the plans, specifications, site of the services, and by other examination and investigation which they may desire to make as to the nature of the project and the difficulties to be encountered prior to bidding the work.

The square footage of buildings listed, room use noted, or flooring finishes noted on the plans or in these specifications are intended for general information only and do not necessarily represent all conditions, uses or actual size of area.

O. Public Disclosure

Material submitted in response to this RFB shall become the property of the City.

All bids received shall remain confidential until, 1) a contract, if any, resulting from this RFB is signed by the City and a Contractor; or 2) a decision of no award is made, thereafter the bids shall be deemed public records as defined in RCW 42.56 et seq.

If the City receives a public records request related to this RFB and/or for documents and/or materials provided to the City as a result of this RFB, generally such information will be a public record and must be disclosed to the public records requester. However, the City agrees to notify the bidder if it receives such a public records request and the date the City plans to release the records. If the bidder fails to obtain a protective order from the applicable court prior to the time the City releases the records to the public records requester, the bidder shall be deemed to

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have given the City full authority to release the records on the date specified, and the bidder understands it has thereby waived all rights to challenge the disclosure in any forum.

II. SERVICE REQUIREMENTS

A. General

These specifications cover regular janitorial services for the term of the Contract with the exception of areas specifically excluded on the attached floor plans. Areas of service shall include entry foyers, exterior entrances and alcoves including doors, meeting/conference rooms, offices, lounges, kitchen areas, restrooms, exercise rooms, gymnasiums, locker and shower rooms, hallways, stairways, janitorial closets, mechanical and storage rooms, in buildings outlined under Scope of Services section of this document.

B. Schedule

Regular Service Schedule to the City's various facilities as follows:

- **Service Frequency - 5 times per week**
 - **City Hall (main floor), Police Department, Keewaydin Community Center and Frost Building, shall be cleaned five (5) days per week** and shall have the below listed daily, twice-weekly, weekly, monthly and quarterly services scheduled, as applicable.
- **Service Frequency - 7 times per week**
 - **The Mid-Columbia Library and Southridge Sports and Events Complex (Numerica Pavilion) shall be cleaned seven (7) days per week** and shall have all of the listed daily, twice-weekly, weekly, monthly and quarterly services scheduled, as applicable; with the exception of the Numerica Pavilion dressing rooms, 2nd floor areas, stairwells, and elevator, which shall be fully serviced once per week. Numerica Pavilion gymnasium floor shall be cleaned with walk-behind scrubber once per week.
- **Service Frequency - 1 time per week**
 - **The Purchasing Division, Waste Water Treatment Plant, Water Treatment Plant, and City Hall Annex** shall be serviced once per week and shall have the listed daily, twice-weekly and weekly operations done at that time and monthly and quarterly services, as appropriate.
- **Service Frequency - semi-annually**
 - **The City Hall Basement** shall be serviced once every 6 months and shall have the listed daily, twice-weekly, weekly, monthly and quarterly operations done at that time.

The Contractor shall supply a preliminary schedule of the daily, weekly, monthly and quarterly services by area. After performing the contract for a period of thirty (30) calendar days, the Contractor shall then provide a revised service schedule reflecting the actual services by building and area. Any changes after this initial scheduling period during the term of this Agreement shall be communicated and approved by the City at least seven (7) calendar days in advance of the change being made.

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1. Daily Regular Services

a. Entry/Foyer, Waiting Rooms and Other Public Areas

1. Vacuum all carpeted areas.
2. Thoroughly sweep and damp mop all floors and baseboards. Spot polish and spray buff as necessary to maintain appearance.
3. Clean and polish entry doors including wood surfaces, glass and hardware (both sides). Remove cobwebs if present.
4. Gather all wastepaper and place in outside receptacle (dumpster) for removal.
5. Dust all surfaces, counters and ledges.
6. Remove fingerprints and marks from walls, glass, windows and doors.
7. Sweep or vacuum all exterior entrances and alcoves, a minimum of five (5) feet from buildings.

b. Restrooms, Showers, Locker Rooms, Kitchens and Dining Rooms

1. Thoroughly sweep and damp mop all floors and baseboards.
2. Clean all doors and partitions, including hardware.
3. Gather all wastepaper and place in outside receptacle (dumpster) for removal.
4. Clean, disinfect and polish all fixtures, including mirrors, dispensers, toilets, toilet seats, urinals, showers, waste receptacles and chrome fixtures.
5. Stock restrooms with toilet supplies (to be supplied by the City, **except the Library**).
6. Dust all surfaces and ledges.
7. Wipe down all counters and sinks. **The Keewaydin Community Center kitchen service will include sinks, fronts of the refrigerators, freezers, convection and regular ovens and ceiling vents.**

2. Twice-Weekly Regular Services

a. Hallways (at City Hall, upstairs only), all Conference Rooms, Council Chambers, Office Corridors, Stairways, Court floors at Southridge.

1. Vacuum all carpeted areas.
2. Thoroughly sweep and damp mop all floors and baseboards. Spot polish and spray buff as necessary to maintain appearance.
3. Clean and polish entry doors including wood surfaces, glass and hardware (both sides). Remove cobwebs if present. (Includes employee entrances.)

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4. Dust all surfaces and ledges.
5. Remove fingerprints and marks from walls, doors and handrails.

b. All Areas

1. Gather all wastepaper and place in outside receptacle (dumpster) for removal. **City Hall Complex buildings trash shall be done on Tuesdays and Fridays in keeping with current trend.**

3. Weekly Regular Services

a. Offices, KPD Records Area, Utility Rooms, Print Rooms, and Other Non-Public Areas (All areas not covered under the Daily and Twice-Weekly Service, except storage and mechanical rooms, which are all cleaned quarterly, and the City Hall Basement rooms, which are all cleaned semi-annually).

1. Vacuum all carpeted areas, including under small throw rugs or mats, if present.
2. Thoroughly sweep and damp mop all floors and baseboards.
3. Clean all table and desktops, file cabinets, shelves, bookcases, doors and copy machines.
4. Dust all surfaces and ledges.
5. Remove fingerprints and marks from walls and doors.

4. Monthly Regular Services

- a. Polish and buff all vinyl, VCT, tile, ceramic and wood floor surfaces to maintain appearances. (Refer to Floor Maintenance and Floor Finishing Standards.)
- b. Damp mop or wipe down tops of chair roller pads (all areas).
- c. Remove and vacuum under chair roller pads, boxes, etc.
- d. Dust and wipe down lockers.
- e. Pour up to one quart of water down restroom floor drains at City Hall Basement and Police Department Restrooms/Locker Rooms. (Do not leave water spilled on floor.)

5. Quarterly Regular Services

The Contractor shall provide City representative with a schedule of regular quarterly services.

- a. Vacuum chair seats, backs and arms. Wipe down backs and all chair parts.
- b. Brush vacuum all air intakes, grills and vents at both ceiling and wall levels. This includes high HVAC duct work.

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- c. Verticals and mini blinds cleaned.
- d. Mechanical & Storage Rooms– dust, sweep or vacuum, and mop.
- e. Sweep cobwebs off all ground level exterior and all interior, regardless of if ground level, doorways/windows/lighting fixtures.

6. Scheduled Cleaning (as arranged between City and Contractor)

- a. Carpet cleaning.
- b. Strip and re-coat (five (5) coats) all VCT, vinyl, ceramic and wood floors.
- c. Window cleaning.

III. QUALITY CONTROL

A. General

In general, quality shall meet acceptable industry standards for janitorial services and shall be subject to random review by the Contracting Officer and/or facility occupants. The Contractor shall respond to verbal, electronic or written deficiency notes and resolve in a manner acceptable to the City within twenty-four (24) hours of notification.

If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract or deduct an equitable portion of the payment for work not performed based on prorated contract rate(s). If the deduction amount cannot be clearly identified, the City reserves the right to negotiate the reduction with the Contractor.

Continued failure to meet the requirements of the Contract, such as, three (3) or more deficiency notes at any one (1) City facility or five (5) or more deficiency notes among multiple City facilities within a twelve (12) month period, but at the sole discretion of the City, may be grounds for termination. The waiver of any performance hereunder shall not be deemed a bar to the City's insistence on performance at some other time.

Contractor shall do monthly “self-inspections” and submit a copy of the inspection to the City within ten (10) calendar days of the end of each month to ensure their employees are being monitored for quality. The City should not have to remind Contractor to do these inspections. Failure to receive such reports can result in withheld monthly payments, until such time as inspections are up to date.

B. Standards

The following items are intended to serve as guidelines for measuring the quality of service. They are not intended to be minimum standards but to outline a measure of quality to be expected of the Contractor by the City.

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1. Vacuuming

All carpeted areas are to be vacuumed, including areas under desks and chairs, behind doors and in the corners of offices. Areas shall be spot cleaned to remove stains and spills as needed. Carpet squares may be removed and replaced with clean squares. Removed tiles shall be cleaned and put back into stock. The chair roller pads shall be moved for thorough vacuuming at least monthly. All chairs shall be vacuumed quarterly with particular attention paid to edges and creases.

2. Floor Maintenance

After sweeping and damp mopping, all floors shall be clean and free of dirt streaks and mop strings. No dirt or mop streaks shall be allowed. Attention shall be paid to corners, avoiding mop strings, splashes/streaks on furniture legs or along baseboards. We prefer neutral cleaners to be used.

Note: A walk behind scrubber floor cleaning system is the manufacturer's recommended, and the City of Kennewick's required, method of cleaning the laminate gymnasium floor at the Numerica Pavilion at Southridge.

3. Floor Finishing

Vinyl, tile and ceramic: Monthly the floors shall be scrubbed clean and buffed. Spot waxing shall be done when discoloration or sand scratching is encountered. **Scheduled Cleaning:** Complete stripping and re-waxing (minimum five (5) coats) shall be scheduled between City representative and Contractor. Care shall be taken that wax is not left on baseboards, walls or furniture. The first coat(s) of wax shall be applied to the worn areas and feathered. The last coat(s) shall be applied uniformly to all areas, with the intent being to not build up wax coats along the edges where normal traffic will not have worn through the previous coats.

Marmoleum floors at Waste Water Treatment Plant: Floor finishing product: Johnson Diversey, Carefree. Mop on cleaner polish & dressing: Redress. Other products should be submitted to City for approval.

Wood at Keewaydin Community Center: Twice weekly the floor shall be damp mopped with Hillyard, Super Shine-All Sassafras Cleaner. **When scheduled** the floor shall be deep scrubbed and re-coated (minimum two (2) coats) with Hillyard, #279 Contender Gym Finish. The first coat(s) shall be applied to the worn areas and feathered to non-worn areas. The last coat shall apply a uniform coat to all areas, with the intent being to not build up coats along the edges where normal traffic will not have worn through the previous coats.

The City will pick up items stored on the floor for scheduled floor cleaning. The Contractor will be required to move chairs, furniture and floor mats, to adjust tables and desks as necessary to thoroughly clean under and around all areas. All areas shall be cleaned except under file cabinets, bookcases and similar non-moveable items. Items moved by Contractor for cleaning shall be moved back to their original place when cleaning is completed.

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4. Dusting/Damp Wiping

Dusting and/or damp wiping shall insure all desks, bookcases, file cabinets, ledges, counters, handrails, doors, telephone hand-sets, etc., will maintain a polished surface. Dusting shall only be done when desks, bookcases and counter tops are left in a neat and orderly condition by the City staff. Contractor shall pick up telephones, staplers and other desk appurtenances to dust/damp wipe under and **not** around.

5. Restrooms, Kitchens and Service Area Hardware

Special attention shall be given to floors and walls around urinals, toilets, stoves and ovens for elimination of stains and odors and to provide a clean and sanitary condition throughout. Toilets, seats and urinals shall be washed inside and out with a disinfectant. Wash basins shall be cleaned and wiped free of water marks. Spray and wipe down showers with a disinfectant, paying attention to mildew, water spots and cleaning of chrome fixtures. All mirrors, shelves, dispensers, chrome fixtures and pipes shall be damp wiped and polished dry. Lockers are to be dusted and wiped down so that no smudges/handprints remain, with special attention being paid to door handles/hardware. Replenish all supplies such as paper towels, toilet paper, soap and sanitary napkins as necessary and be certain an adequate quantity is on hand in each restroom to last until the next scheduled cleaning.

6. Window Cleaning

Window cleaning shall be scheduled and performed as to provide the least inconvenience to building occupants. Exterior cleaning may be done during normal working hours. Interior cleaning can be performed during working hours in many buildings, but not all. City representative will work with you to schedule. After cleaning, all glass shall be free of dirt, grime, water deposits and streaks. Windows, doors and partition glass shall be cleaned on both sides on the same day, if both exterior and interior are scheduled.

7. Carpet Cleaning

Carpet cleaning shall be scheduled to allow maximum drying time for the carpets. Some areas such as the Fire Stations can be scheduled during normal working hours. Evening and weekend use areas such as the Keewaydin Community Center may require up to a sixty (60) day advance scheduling. All carpets shall be cleaned using a truck mounted steam-cleaning unit with a rotary head or an industrial type carpet extractor. The unit(s) will meet backflow prevention requirements. The Contractor will be required to pre-spot as needed, remove stains and provide all necessary supplies for the cleaning. The City will pick up items stored on the floor for scheduled carpet cleaning. The Contractor will be required to move chairs, furniture and floor mats, to adjust tables and desks as necessary to thoroughly clean under and around all areas. Items moved by Contractor for cleaning shall be moved back to their original place when cleaning is completed. All areas shall be cleaned except under file cabinets, bookcases and similar non-moveable items.

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IV. MEASUREMENT AND PAYMENT

A. General

The Contractor shall bid all schedules as listed in the Proposal. The monthly and per service costs listed by year shall be bid allowing for anticipated labor and material increases.

The City reserves the right to delete or renegotiate any schedule for business needs and to renegotiate an area if changes are made to that area in the future, (i.e., addition to Keewaydin Community Center, carpeting replaced with vinyl, a building is taken out of inventory or is no longer used).

1. **Measurement and Payment – Regular Service**

The unit contract price, per month, for each area as listed in the proposal, shall be full compensation for all labor, equipment and materials required to perform all regular daily, twice-weekly, weekly, monthly and quarterly services as stated in the Service Requirements. The City shall pay the Contractor equal monthly payments less any deducted amounts upon submission of invoices submitted to the City. Invoices shall be broken down by areas as listed in the agreement.

2. **Measurement and Payment – Scheduled Services for Carpet Cleaning, Floor Strip/Waxing and Window Cleaning**

The unit contract price, per scheduled service, for each area as listed in the proposal, shall be full compensation for all labor, equipment and materials required to clean the carpet, strip and wax vinyl, VCT, ceramic and wood floors and clean windows as stated in the Service Requirements. The City reserves the right to order scheduled cleaning at the bid unit price at any time. The City shall pay for the scheduled cleaning when completed and with submittal of an invoice to the City. Invoices shall be broken down by areas as listed in the agreement.

3. **Specialty Spot Carpet Cleaning / Floor Cleaning**

The Measurement and Payment for "Specialty Spot Carpet Cleaning" and "Specialty Waxing" per square yard shall be full compensation to provide carpet cleaning or VCT/Vinyl stripping, re-coating/waxing (minimum five (5) coats) on emergency or a specialty basis for isolated areas (twenty (20) square yards minimum per occurrence). The order may be placed as a result of a large spill, water leak, new floor installation, etc. The City shall pay with submittal of an invoice for the special ordered work.

4. **Award**

The Contractor is required to provide the average estimated hours of labor that will be required to perform the services specified that are the basis of the monthly fee bid. The City retains the right to review and audit the actual work completed and the hours spent weekly, monthly and annually. If the hours estimated are not being met, the City may require a higher level of service to meet those hours, or negotiate a reduced fee.

5. **Additional Payment Terms**

The City will not require a payment and performance bond. However, the City shall not make Payment to the Contractor until the following has occurred:

RFB 22-001 CITY FACILITIES JANITORIAL SERVICES

- a.** An Intent to Pay Prevailing wage for the Contractor and all Subcontractors are on file with the Washington State Department of Labor and Industries and the City and an annual Affidavit it filed for each year under this Agreement.
- b.** The Contractor shall provide the City with proof that all insurance as required under Section I, Subsection D remains in effect.



515 N. 20th Avenue
YAKIMA, WA 98902
(509) 575-5638

Attachment A – Bid Cover Page

PROPOSAL

Kennewick, Washington
March 2022
RFB 22-001

Kennewick, Washington 99336

The undersigned hereby certifies that he/she has personally examined the location and construction detail of work as outlined on the plans and specifications for RFB 22-001.

City Facilities Janitorial Service **City of Kennewick, Kennewick WA**

and has read and thoroughly understands the plans and specifications and contract governing the work embraced in the improvements and the method by which payment will be made for work and hereby proposes to undertake and complete the work embraced in this improvement in accordance with said plans, specifications and contract and at the following schedule of rates and prices.

Pricing is attached in Attachment C

ATTACHMENT B – BIDDER INFORMATION AND CERTIFICATIONS
City Facilities Janitorial Service
RFB 22-001

The undersigned hereby agrees all material furnished and all work performed shall be strictly in accordance with the plans and specifications. The undersigned agrees to complete all the work in this proposal in accordance with the Special Provisions.

Uniform Business Information No. (UBI) 601 402 255
Contractor's License Registration Number is: NA
Contractor's Federal Tax ID Number: 91-1565870
Industrial Insurance Account Number: 83061200
Employment Security Dept. Number: 601 402 255

The undersigned acknowledges receipt of the following addendum(s):

Addendum No.: 1 Date: 3-21-2022
Addendum No.: 2 Date: 3-30-2022
Addendum No.: _____ Date: _____

Intermountain Cleaning Service, Inc.
Company Name

By: Emily Linstad
Signature

Emily Linstad
Printed Name

Address: 515 N. 20th Ave
Yakima, WA

emily@intermountaincleaning.net
E-mail address

Zip Code: 98902

Phone No. 509-575-5638

ATTACHMENT B – BIDDER INFORMATION AND CERTIFICATIONS
City Facilities Janitorial Service
RFB 22-001

Certifications and Assurances

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. The prices and/or data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
2. The attached proposal is a firm offer for a period of 90 days following receipt, and it may be accepted by the City without further negotiation at any time within the 90-day period.
3. In preparing this proposal, I/we have not been assisted by any current or former employee of the City whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this proposal. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
4. I understand that the City will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals will become the property of the City, and I/we claim no proprietary right to the ideas, writings, items, or samples.
5. I/we warrant that, in connection with this procurement:
 - (a) The price and/or cost data have been arrived at independently, without consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any competition.
 - (b) Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Contractor/Vendor and will not knowingly be disclosed by him/her prior to opening, in the case of a proposal directly or indirectly to any other competitor.
 - (c) No attempt has been made or will be made by the Contractor/vendor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
6. The Contractor/Vendor certifies that neither the Contractor/Vendor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal or State department or agency. Further, the Contractor agrees not to enter into any arrangements or contracts related to this proposal with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" which can be found at:
<https://www.sam.gov/> and
<https://lni.wa.gov/licensing-permits/public-works-projects/strike-and-debar/contractors-not-allowed-to-bid>



Signature

4/4/2022
Date

CITY FACILITIES JANITORIAL SERVICE RFB 22-001					June 1, 2022 to May 31, 2023						
					Base Year of Contract						
					Regular Service Daily thru Quarterly		Scheduled Services				
Line	Qty.	Unit	W.O.#	Facility	Approx. Sq. Ft.	Est. Hrs/wk	Monthly Fee	Carpet Services	Waxing Services	Window Wash. Ext.	Window Wash. Int.
Schedule 1: City Support Facilities											
City Hall - Main Floor											
1	1	ea	B3001	Central East Wing	2,800	2.70	390.00	305.00	130.00	95.00	95.00
2	1	ea	B3001	Attorney	1,665	1.25	185.00	180.00	130.00	95.00	95.00
3	1	ea	B3001	Southwest Wing	5,620	4.30	617.50	505.00	205.00	95.00	95.00
4	1	ea	B3001	Northwest Wing	7,080	4.75	682.50	775.00	130.00	95.00	95.00
5	1	ea	B3001	General / Administrative	11,000	6.75	975.00	1,355.00	N/A	100.00	100.00
7	1	ea	B3003	City Hall Annex	840	1.00	135.00	130.00	130.00	35.00	35.00
Frost Mun. Svc. Campus											
8	1	ea	B3051	Engineering Area (Upstairs)	5,050	4.50	585.00	315.00	315.00	100.00	100.00
9	1	ea	B3051	Administrative Area	5,500	5.65	661.00	615.00	115.00	100.00	100.00
10	1	ea	B3051	Central Area	5,750	6.30	819.00	N/A	N/A	N/A	N/A
11	1	ea	B3051	Crew Area	3,390	4.50	585.00	N/A	N/A	N/A	N/A
12	1	ea	B3005	Purch.Div/Central Stores	1,050	1.00	140.00	125.00	160.00	45.00	45.00
Police Station:											
13	1	ea	B3018	First Floor	21,094	16.25	2112.5	905.00	2,295.00	202.50	202.50
14	1	ea	B3018	Second Floor	21,994	16.25	2112.5	1,120.00	2,345.00	235.00	235.00
15	1	ea	B3098	Mid Columbia Library	30,000	39.50	5,070.00	2,670.00	1,885.00	465.00	465.00
Fire Station #1											
16	1	ea	B3061	East Side - Offices	1,410	-	N/A	135.00	130.00	100.00	100.00
17	1	ea	B3061	West Side- Living Qtrts	2,175	-	N/A	210.00	130	95.00	65.00
Fire Station #2											
18	1	ea	B3062	North Side-Ktchn/Dine/Day	990	-	N/A	130.00	130.00	40.00	40.00
19	1	ea	B3062	North Side- Remainder	3,700	-	N/A	270.00	195.00	95.00	95.00
20	1	ea	B3062	South Side - Offices	1,840	-	N/A	180.00	130.00	95.00	95.00
21	1	ea	B3063	Fire Station #3	8,100	-	N/A	130.00	210.00	95.00	95.00
22	1	ea	B3064	Fire Station #4	2,230	-	N/A	135.00	135.00	95.00	95.00
23	1	ea	B3064	Fire Station #5	3,770	-	N/A	135.00	190.00	160.00	160.00
City Facilities Sub-totals							15,070.00	10,325.00	8,960.00	2,437.50	2,407.50
Schedule 2: Park Facilities											
1	1	ea	B0066	Community Center	8,035	11.75	1,690.00	360.00	765.00	205	190.00
2	1	ea	SR001	SR Numerica Pavilion	24,500	13.00	1,853.00	N/A	595.00	160.00	160.00
3	1	ea	B0006	KAC- Downstairs/Entry	1,185	-	N/A	N/A	145.00	95.00	95.00
4	1	ea	B0006	KAC - Restrooms	380	-	N/A	N/A	190.00	N/A	N/A
Park Facilities Sub-totals							3,543.00	360.00	1,695.00	255.00	445.00
Schedule 3: Other Facilities											
City Hall - Basement											
1	1	ea	B3001	All areas (Semi-Annually)	5,525	0.50	65.00	360.00	N/A	N/A	N/A
Other Facilities Sub-totals							65.00	360.00	0.00	0.00	0.00
Schedule 4: Water/Sewer Facilities											
1	1	ea	B2023	Water Treatment Plant	3,580	1.75	227.50	175.00	380.00	148.00	148.00
2	1	ea	B2028	Waste Water Treatment Plant	5,000	2.00	260.00	N/A	598.00	100.00	100.00
Water/Sewer Sub-totals							487.50	175.00	978.00	248.00	248.00
Schedules 1 - 4 Total						----	19,165.50	11,220.00	11,633.00	2,940.50	3,100.50
Total Bid ALL Sites (for Single Contract Award), if different:							0.00	0.00	0.00	0.00	0.00
Schedule 5: Speciality - All Areas											
Minimum											
1	1	Sq. Yd.		Speciality Carpet Cleaning	20 S.Y.	-	-	105.00	-	-	-
2	1	Sq. Yd.		Hardwood Floor Recoating	20 S.Y.	-	-	-	105.00	-	-
3	1	Sq. Yd.		Speciality VCT/Vinyl	20 S.Y.	-	-	-	105.00	-	-

CITY FACILITIES JANITORIAL SERVICE RFB 22-001					June 1, 2023 to May 31, 2024						
					Optional Extension Year (1 of 4)						
					Regular Service Daily thru Quarterly		Scheduled Services				
Line	Qty.	Unit	W.O.#	Facility	Approx. Sq. Ft.	Est. Hrs/wk	Monthly Fee	Carpet Services	Waxing Services	Window Wash. Ext.	Window Wash. Int.
Schedule 1: City Support Facilities											
City Hall - Main Floor											
1	1	ea	B3001	Central East Wing	2,800	2.70	402.00	307.00	134.00	98.00	98.00
2	1	ea	B3001	Attorney	1,665	1.25	191.00	186.00	134.00	98.00	98.00
3	1	ea	B3001	Southwest Wing	5,620	4.30	636.00	520.00	212.00	98.00	98.00
4	1	ea	B3001	Northwest Wing	7,080	4.75	703.00	799.00	134.00	98.00	98.00
5	1	ea	B3001	General / Administrative	11,000	6.75	1,005.00	1,396.00	N/A	103.00	103.00
7	1	ea	B3003	City Hall Annex	840	1.00	140.00	134.00	134.00	37.00	37.00
Frost Mun. Svc. Campus											
8	1	ea	B3051	Engineering Area (Upstairs)	5,050	4.50	603.00	325.00	325.00	103.00	103.00
9	1	ea	B3051	Administrative Area	5,500	5.65	681.00	634.00	119.00	103.00	103.00
10	1	ea	B3051	Central Area	5,750	6.30	844.00	N/A	N/A	N/A	N/A
11	1	ea	B3051	Crew Area	3,390	4.50	603.00	N/A	N/A	N/A	N/A
12	1	ea	B3005	Purch.Div/Central Stores	1,050	1.00	145.00	129.00	165.00	47.00	47.00
Police Station:											
13	1	ea	B3018	First Floor	21,094	16.25	2176	933.00	2,364.00	209.00	209.00
14	1	ea	B3018	Second Floor	21,994	16.25	2176	1,154.00	2,416.00	243.00	243.00
15	1	ea	B3098	Mid Columbia Library	30,000	39.50	5,222.00	2,750.00	1,942.00	479.00	479.00
Fire Station #1											
16	1	ea	B3061	East Side - Offices	1,410	-	N/A	140.00	134.00	103.00	103.00
17	1	ea	B3061	West Side- Living Qtrts	2,175	-	N/A	217.00	134.00	98.00	67.00
Fire Station #2											
18	1	ea	B3062	North Side-Ktchn/Dine/Day	990	-	N/A	134.00	134.00	42.00	42.00
19	1	ea	B3062	North Side- Remainder	3,700	-	N/A	279.00	201.00	98.00	98.00
20	1	ea	B3062	South Side - Offices	1,840	-	N/A	186.00	134.00	98.00	98.00
21	1	ea	B3063	Fire Station #3	8,100	-	N/A	134.00	217.00	98.00	98.00
22	1	ea	B3064	Fire Station #4	2,230	-	N/A	140.00	140.00	98.00	98.00
23	1	ea	B3064	Fire Station #5	3,770	-	N/A	140.00	196.00	165.00	165.00
City Facilities Sub-totals							15,527.00	10,637.00	9,369.00	2,516.00	2,485.00
Schedule 2: Park Facilities											
1	1	ea	B0066	Community Center	8,035	11.75	1,741.00	371.00	788.00	212.00	196.00
2	1	ea	SR001	SR Numerica Pavilion	24,500	13.00	1,909.00	N/A	613.00	165.00	165.00
3	1	ea	B0006	KAC- Downstairs/Entry	1,185	-	N/A	N/A	150.00	98.00	98.00
4	1	ea	B0006	KAC - Restrooms	380	-	N/A	N/A	196.00	N/A	N/A
Park Facilities Sub-totals							3,650.00	371.00	1,747.00	475.00	459.00
Schedule 3: Other Facilities											
City Hall - Basement											
1	1	ea	B3001	All areas (Semi-Annually)	5,525	0.50	67.00	371.00	N/A	N/A	N/A
Other Facilities Sub-totals							67.00	371.00	0.00	0.00	0.00
Schedule 4: Water/Sewer Facilities											
1	1	ea	B2023	Water Treatment Plant	3,580	1.75	235.00	181.00	392.00	155.00	155.00
2	1	ea	B2028	Waste Water Treatment Plant	5,000	2.00	268.00	N/A	616.00	103.00	103.00
Water/Sewer Sub-totals							503.00	181.00	1,008.00	258.00	258.00
Schedules 1 - 4 Total						----	19,747.00	11,560.00	12,124.00	3,249.00	3,202.00
Total Bid ALL Sites (for Single Contract Award), if different:							0.00	0.00	0.00	0.00	0.00
Schedule 5: Speciality - All Areas											
						Minimum					
1	1	Sq. Yd.		Speciality Carpet Cleaning	20 S.Y.	-	-	109.00	-	-	-
2	1	Sq. Yd.		Hardwood Floor Recoating	20 S.Y.	-	-	-	109.00	-	-
3	1	Sq. Yd.		Speciality VCT/Vinyl	20 S.Y.	-	-	-	109.00	-	-

CITY FACILITIES JANITORIAL SERVICE					June 1, 2024 to May 31, 2025						
RFB 22-001					Optional Extension Year (2 of 4)						
					Regular Service		Scheduled Services				
					Daily thru Quarterly						
Line	Qty.	Unit	W.O.#	Facility	Approx. Sq. Ft.	Est. Hrs/wk	Monthly Fee	Carpet Services	Waxing Services	Window Wash. Ext.	Window Wash. Int.
Schedule 1: City Support Facilities											
City Hall - Main Floor											
1	1	ea	B3001	Central East Wing	2,800	2.70	415.00	317.00	138.00	101.00	101.00
2	1	ea	B3001	Attorney	1,665	1.25	197.00	192.00	138.00	101.00	101.00
3	1	ea	B3001	Southwest Wing	5,620	4.30	655.00	536.00	219.00	101.00	101.00
4	1	ea	B3001	Northwest Wing	7,080	4.75	724.00	823.00	138.00	101.00	101.00
5	1	ea	B3001	General / Administrative	11,000	6.75	1,035.00	1,438.00	N/A	107.00	107.00
7	1	ea	B3003	City Hall Annex	840	1.00	144.00	138.00	138.00	39.00	39.00
Frost Mun. Svc. Campus											
8	1	ea	B3051	Engineering Area (Upstairs)	5,050	4.50	621.00	335.00	335.00	107.00	107.00
9	1	ea	B3051	Administrative Area	5,500	5.65	702.00	653.00	123.00	107.00	107.00
10	1	ea	B3051	Central Area	5,750	6.30	870.00	N/A	N/A	N/A	N/A
11	1	ea	B3051	Crew Area	3,390	4.50	621.00	N/A	N/A	N/A	N/A
12	1	ea	B3005	Purch.Div/Central Stores	1,050	1.00	150.00	133.00	170.00	49.00	49.00
Police Station:											
13	1	ea	B3018	First Floor	21,094	16.25	2242	961.00	2,435.00	216.00	216.00
14	1	ea	B3018	Second Floor	21,994	16.25	2242	1,189.00	2,489.00	250.00	250.00
15	1	ea	B3098	Mid Columbia Library	30,000	39.50	5,379.00	2,833.00	2,001.00	494.00	494.00
Fire Station #1											
16	1	ea	B3061	East Side - Offices	1,410	-	N/A	145.00	138.00	107.00	107.00
17	1	ea	B3061	West Side- Living Qtrts	2,175	-	N/A	224.00	138.00	101.00	69.00
Fire Station #2											
18	1	ea	B3062	North Side-Ktchn/Dine/Day	990	-	N/A	138.00	138.00	44.00	44.00
19	1	ea	B3062	North Side- Remainder	3,700	-	N/A	288.00	207.00	101.00	101.00
20	1	ea	B3062	South Side - Offices	1,840	-	N/A	192.00	138.00	101.00	101.00
21	1	ea	B3063	Fire Station #3	8,100	-	N/A	138.00	224.00	101.00	101.00
22	1	ea	B3064	Fire Station #4	2,230	-	N/A	144.00	144.00	101.00	101.00
23	1	ea	B3064	Fire Station #5	3,770	-	N/A	144.00	202.00	170.00	170.00
City Facilities Sub-totals							15,997.00	10,961.00	9,653.00	2,599.00	2,567.00
Schedule 2: Park Facilities											
1	1	ea	B0066	Community Center	8,035	11.75	1,794.00	383.00	812.00	219.00	202.00
2	1	ea	SR001	SR Numerica Pavilion	24,500	13.00	1,967.00	N/A	642.00	170.00	170.00
3	1	ea	B0006	KAC- Downstairs/Entry	1,185	-	N/A	N/A	155.00	101.00	101.00
4	1	ea	B0006	KAC - Restrooms	380	-	N/A	N/A	202.00	N/A	N/A
Park Facilities Sub-totals							3,761.00	383.00	1,811.00	490.00	473.00
Schedule 3: Other Facilities											
City Hall - Basement											
1	1	ea	B3001	All areas (Semi-Annually)	5,525	0.50	69.00	382.00	N/A	N/A	N/A
Other Facilities Sub-totals							69.00	382.00	0.00	0.00	0.00
Schedule 4: Water/Sewer Facilities											
1	1	ea	B2023	Water Treatment Plant	3,580	1.75	243.00	187.00	404.00	160.00	160.00
2	1	ea	B2028	Waste Water Treatment Plant	5,000	2.00	277.00	N/A	635.00	107.00	107.00
Water/Sewer Sub-totals							520.00	187.00	1,039.00	267.00	267.00
Schedules 1 - 4 Total						----	20,347.00	11,913.00	12,503.00	3,356.00	3,307.00
Total Bid ALL Sites (for Single Contract Award), if different:							0.00	0.00	0.00	0.00	0.00
Schedule 5: Speciality - All Areas											
					Minimum						
1	1	Sq. Yd.		Speciality Carpet Cleaning	20 S.Y.	-	-	113.00	-	-	-
2	1	Sq. Yd.		Hardwood Floor Recoating	20 S.Y.	-	-	-	113.00	-	-
3	1	Sq. Yd.		Speciality VCT/Vinyl	20 S.Y.	-	-	-	113.00	-	-

CITY FACILITIES JANITORIAL SERVICE RFB 22-001					June 1, 2025 to May 31, 2026						
					Optional Extension Year (3 of 4)						
					Regular Service Daily thru Quarterly		Scheduled Services				
Line	Qty.	Unit	W.O.#	Facility	Approx. Sq. Ft.	Est. Hrs/wk	Monthly Fee	Carpet Services	Waxing Services	Window Wash. Ext.	Window Wash. Int.
Schedule 1: City Support Facilities											
City Hall - Main Floor											
1	1	ea	B3001	Central East Wing	2,800	2.70	428.00	327.00	142.00	104.00	104.00
2	1	ea	B3001	Attorney	1,665	1.25	203.00	198.00	142.00	104.00	104.00
3	1	ea	B3001	Southwest Wing	5,620	4.30	675.00	552.00	226.00	104.00	104.00
4	1	ea	B3001	Northwest Wing	7,080	4.75	746.00	848.00	142.00	104.00	104.00
5	1	ea	B3001	General / Administrative	11,000	6.75	1,066.00	1,481.00	N/A	111.00	111.00
7	1	ea	B3003	City Hall Annex	840	1.00	149.00	142.00	142.00	41.00	41.00
Frost Mun. Svc. Campus											
8	1	ea	B3051	Engineering Area (Upstairs)	5,050	4.50	640.00	345.00	345.00	111.00	111.00
9	1	ea	B3051	Administrative Area	5,500	5.65	723.00	673.00	127.00	111.00	111.00
10	1	ea	B3051	Central Area	5,750	6.30	896.00	N/A	N/A	N/A	N/A
11	1	ea	B3051	Crew Area	3,390	4.50	640.00	N/A	N/A	N/A	N/A
12	1	ea	B3005	Purch.Div/Central Stores	1,050	1.00	155.00	137.00	175.00	51.00	51.00
Police Station:											
13	1	ea	B3018	First Floor	21,094	16.25	2310	990.00	2,508.00	223.00	223.00
14	1	ea	B3018	Second Floor	21,994	16.25	2310	1,225.00	2,564.00	258.00	258.00
15	1	ea	B3098	Mid Columbia Library	30,000	39.50	5,540.00	2,918.00	2,061.00	509.00	509.00
Fire Station #1											
16	1	ea	B3061	East Side - Offices	1,410	-	N/A	150.00	142.00	111.00	111.00
17	1	ea	B3061	West Side- Living Qtrts	2,175	-	N/A	231.00	142.00	104.00	71.00
Fire Station #2											
18	1	ea	B3062	North Side-Ktchn/Dine/Day	990	-	N/A	142.00	142.00	46.00	46.00
19	1	ea	B3062	North Side- Remainder	3,700	-	N/A	297.00	214.00	104.00	104.00
20	1	ea	B3062	South Side - Offices	1,840	-	N/A	198.00	142.00	104.00	104.00
21	1	ea	B3063	Fire Station #3	8,100	-	N/A	142.00	231.00	104.00	104.00
22	1	ea	B3064	Fire Station #4	2,230	-	N/A	149.00	149.00	104.00	104.00
23	1	ea	B3064	Fire Station #5	3,770	-	N/A	149.00	208.00	175.00	175.00
City Facilities Sub-totals							16,481.00	11,294.00	9,944.00	2,683.00	2,650.00
Schedule 2: Park Facilities											
1	1	ea	B0066	Community Center	8,035	11.75	1,848.00	395.00	837.00	226.00	209.00
2	1	ea	SR001	SR Numerica Pavilion	24,500	13.00	2,026.00	N/A	661.00	175.00	175.00
3	1	ea	B0006	KAC- Downstairs/Entry	1,185	-	N/A	N/A	160.00	104.00	104.00
4	1	ea	B0006	KAC - Restrooms	380	-	N/A	N/A	209.00	N/A	N/A
Park Facilities Sub-totals							3,874.00	395.00	1,867.00	505.00	488.00
Schedule 3: Other Facilities											
City Hall - Basement											
1	1	ea	B3001	All areas (Semi-Annually)	5,525	0.50	71.00	394.00	N/A	N/A	N/A
Other Facilities Sub-totals							71.00	394.00	0.00	0.00	0.00
Schedule 4: Water/Sewer Facilities											
1	1	ea	B2023	Water Treatment Plant	3,580	1.75	1,251.00	193.00	416.00	165.00	165.00
2	1	ea	B2028	Waste Water Treatment Plant	5,000	2.00	286.00	N/A	654.00	110.00	110.00
Water/Sewer Sub-totals							1,537.00	193.00	1,070.00	275.00	275.00
Schedules 1 - 4 Total							21,963.00	12,276.00	12,881.00	3,463.00	3,413.00
Total Bid ALL Sites (for Single Contract Award), if different:							0.00	0.00	0.00	0.00	0.00
Schedule 5: Speciality - All Areas											
						Minimum					
1	1	Sq. Yd.		Speciality Carpet Cleaning	20 S.Y.	-	-	117.00	-	-	-
2	1	Sq. Yd.		Hardwood Floor Recoating	20 S.Y.	-	-	-	117.00	-	-
3	1	Sq. Yd.		Speciality VCT/Vinyl	20 S.Y.	-	-	-	117.00	-	-

CITY FACILITIES JANITORIAL SERVICE RFB 22-001					June 1, 2026 to May 31, 2027						
					Optional Extension Year (4 of 4)						
					Regular Service Daily thru Quarterly		Scheduled Services				
Line	Qty.	Unit	W.O.#	Facility	Approx. Sq. Ft.	Est. Hrs/wk	Monthly Fee	Carpet Services	Waxing Services	Window Wash. Ext.	Window Wash. Int.
Schedule 1: City Support Facilities											
City Hall - Main Floor											
1	1	ea	B3001	Central East Wing	2,800	2.70	441.00	337.00	146.00	107.00	107.00
2	1	ea	B3001	Attorney	1,665	1.25	210.00	204.00	146.00	107.00	107.00
3	1	ea	B3001	Southwest Wing	5,620	4.30	695.00	569.00	233.00	107.00	107.00
4	1	ea	B3001	Northwest Wing	7,080	4.75	769.00	874.00	146.00	107.00	107.00
5	1	ea	B3001	General / Administrative	11,000	6.75	1,098.00	1,526.00	N/A	115.00	115.00
7	1	ea	B3003	City Hall Annex	840	1.00	154.00	147.00	147.00	43.00	43.00
Frost Mun. Svc. Campus											
8	1	ea	B3051	Engineering Area (Upstairs)	5,050	4.50	659.00	356.00	356.00	115.00	115.00
9	1	ea	B3051	Administrative Area	5,500	5.65	745.00	694.00	131.00	115.00	115.00
10	1	ea	B3051	Central Area	5,750	6.30	923.00	N/A	N/A	N/A	N/A
11	1	ea	B3051	Crew Area	3,390	4.50	659.00	N/A	N/A	N/A	N/A
12	1	ea	B3005	Purch.Div/Central Stores	1,050	1.00	160.00	142.00	180.00	53.00	53.00
Police Station:											
13	1	ea	B3018	First Floor	21,094	16.25	2380	1,020.00	2,584.00	230.00	230.00
14	1	ea	B3018	Second Floor	21,994	16.25	2380	1,159.00	2,641.00	266.00	266.00
15	1	ea	B3098	Mid Columbia Library	30,000	39.50	5,707.00	3,006.00	2,123.00	525.00	525.00
Fire Station #1											
16	1	ea	B3061	East Side - Offices	1,410	-	N/A	155.00	147.00	115.00	115.00
17	1	ea	B3061	West Side- Living Qtrs	2,175	-	N/A	237.00	147.00	107.00	74.00
Fire Station #2											
18	1	ea	B3062	North Side-Ktchn/Dine/Day	990	-	N/A	147.00	147.00	48.00	48.00
19	1	ea	B3062	North Side- Remainder	3,700	-	N/A	306.00	221.00	107.00	107.00
20	1	ea	B3062	South Side - Offices	1,840	-	N/A	204.00	155.00	107.00	107.00
21	1	ea	B3063	Fire Station #3	8,100	-	N/A	155.00	238.00	107.00	107.00
22	1	ea	B3064	Fire Station #4	2,230	-	N/A	154.00	154.00	107.00	107.00
23	1	ea	B3064	Fire Station #5	3,770	-	N/A	154.00	215.00	180.00	180.00
City Facilities Sub-totals							13,834.00	11,546.00	10,257.00	2,768.00	2,735.00
Schedule 2: Park Facilities											
1	1	ea	B0066	Community Center	8,035	11.75	1,904.00	407.00	862.00	233.00	215.00
2	1	ea	SR001	SR Numerica Pavilion	24,500	13.00	2,087.00	N/A	681.00	180.00	180.00
3	1	ea	B0006	KAC- Downstairs/Entry	1,185	-	N/A	N/A	165.00	107.00	107.00
4	1	ea	B0006	KAC - Restrooms	380	-	N/A	N/A	216.00	N/A	N/A
Park Facilities Sub-totals							3,991.00	407.00	1,924.00	520.00	502.00
Schedule 3: Other Facilities											
City Hall - Basement											
1	1	ea	B3001	All areas (Semi-Annually)	5,525	0.50	74.00	406.00	N/A	N/A	N/A
Other Facilities Sub-totals							74.00	406.00	0.00	0.00	0.00
Schedule 4: Water/Sewer Facilities											
1	1	ea	B2023	Water Treatment Plant	3,580	1.75	1,289.00	199.00	429.00	170.00	170.00
2	1	ea	B2028	Waste Water Treatment Plant	5,000	2.00	295.00	N/A	674.00	114.00	114.00
Water/Sewer Sub-totals							1,584.00	199.00	1,103.00	284.00	284.00
Schedules 1 - 4 Total						----	19,483.00	12,558.00	13,284.00	3,572.00	3,521.00
Total Bid ALL Sites (for Single Contract Award), if different:							0.00	0.00	0.00	0.00	0.00
Schedule 5: Speciality - All Areas											
						Minimum					
1	1	Sq. Yd.		Speciality Carpet Cleaning	20 S.Y.	-	-	121.00	-	-	-
2	1	Sq. Yd.		Hardwood Floor Recoating	20 S.Y.	-	-	-	121.00	-	-
3	1	Sq. Yd.		Speciality VCT/Vinyl	20 S.Y.	-	-	-	121.00	-	-

ATTACHMENT D

Supplemental Bidder Questions:

	Yes	No
Have you serviced a commercial facility of at least 10,000 sq. ft. in size?	✓	
Would you be able to accommodate occasional schedule modifications (e.g. moving a cleaning back a few hours, switching nights, etc.) for events at Southridge, Community Center, etc.?	✓	
Do you have a local office with local management oversight?	✓	
Do you have experience with prevailing wage jobs and reporting requirements?	✓	

Please provide reference/contact information for your three (3) largest or comparable Commercial Accounts:

Customer:	Benton County Facilities
Contact:	Jeff Jones
Phone:	509-222-3799 (P) - 509-212-1490 (C)
Email:	Jeff.Jones@co.benton.wa.us
Size of Facilities:	282,005 sf
Dates of Service:	Monday - Friday

Customer:	BPA - Ashe, Franklin, Spokane, McNary
Contact:	Bien May
Phone:	509-468-3103 (P) - 850-865-6472 (C)
Email:	btmay@bpa.gov
Size of Facilities:	96,300 sf
Dates of Service:	Monday - Friday

Customer:	Banner Banks - Tri-Cities, Yakima, Spokane
Contact:	Kelly Lillie
Phone:	509-344-5204 (P) - 509-209-7063 (C)
Email:	Kelly.Lillie@bannerbank.com
Size of Facilities:	93,860 sf
Dates of Service:	Monday - Friday

What sets your company apart from your competitors? Why should the City utilize your services?

Our company has been in business since 1986, we clean several hundred buildings in Eastern Washington. Our company is large enough to get any job done but small enough that you will still meet and work with the owner.

How many years has your company been in business under its present name? Has it operated under any other business names, if so, for how long?

We have been in business for 36 years. No, we have not operated under any other business name.

Describe your company's qualifications to provide the services specified in this Invitation to Bid.

We are licensed & bonded, providing janitorial services to varying types of businesses such as medical clinics, government facilities, warehouses & production facilities. We also clean multi-site businesses such as Bonneville Power Administration, Benton County Facilities & Banner Banks of Tri-Cities, Yakima & Spokane.

What key services does your company offer?

We provide janitorial, window-floor-carpet cleaning, pressure washing & construction clean-ups.

What will be the mode of communication between onsite staff, shift leads, management and the City?

Modes of communication consist of phone calls, emails, faxing, text messages and on-site visitation by shift lead and management.

What will be the process/procedure you follow to quickly resolve any problems with service and to also ensure that any problems identified are not repeated or ongoing over time?

The account manager oversees any problems regarding janitorial service & will contact the janitor/lead janitor making sure corrective action is made immediately or upon the next scheduled service depending on the nature & scope of complaint. A visit to the site by lead/account manager will be made to ensure the problem has been remedied.

How does your company ensure quality control and who is responsible for verifying?

Quality control is ensured by ICS devising a janitorial inspection sheet tailored to your physical locations. Account managers & lead janitors will run weekly, monthly & at random janitorial inspections. ICS also ensures each janitor is trained in the specifics required by your contract.

How does your company handle staffing level shortages because of vacation, illness, termination, etc.?

We have lead janitors cross trained in all building so they can cover for an illness, vacation, termination, etc.

What type of training, injury/illness prevention and/or safety programs does your company have?

All new hires are trained by a lead janitor in the specifics required by the contract. There are also monthly safety meetings, accident report training, annual L&I reviews of ICS safety programs & accident prevention programs.

Does your company plan to subcontract any portion of the services requested? If yes, please specify the portion of work and name of the subcontractor(s) for the work to be subcontracted out.

No.

Please provide a detailed list of the equipment that will be used to complete the work requirements of this contract (you may submit on separate sheet(s)). Will any equipment be require storage on-site?

Please See Attached Page, 4

Yes, all equipment will need to be stored in a designated janitors closet or areas.

Please describe your recruiting, hiring, training, and new account start up process.

ICS draws employees using multiple platforms such as Indeed & WorkSource. All potential employees are screened using WSP Watch background check system. New employees are trained by a lead janitor. Lead janitors are trained by an Account manager who checks progress, follows-up & re-trains as needed.

Please describe your staffing plan for this Invitation to Bid, including total number of cleaners, supervisors, etc.

We plan to staff with 5 janitors, 3 lead janitors, 1 account representative, up to 6 window, floor & carpet cleaners, also dozens of behind the scene office personell.

Attachment D

Supplemental Bidder Questions - #11

RFB 22-001

Equipment Inventory List

- Sanitaire vacuum
- 32 gallon rolling trash can
- Mop handle w/head
- Mop bucket w/wringer
- Angle kitchen broom
- Dust mop
- Bathroom bucket
 - Toilet brush, green scrub pad, Crème cleanser, pumice stone, gloves, Sheila shine
- Feather/Extension duster
- 1 gallon each of chemical: NABC, HDQC, Damp Mop, Glass cleaner
- 1 spray bottle of each: NABC, HDQC, Glass cleaner
- Cleaning rags (white & yellow)
- Floor Scrubber
- SDS booklet

City of Kennewick
Janitorial Services Contract

Project Name:
City Facilities Janitorial Service RFB 21-001

Contract 22-0XX

THIS CONTRACT is made and entered into by and between the City of Kennewick (Owner), and CONTRACTOR, (Contractor). Contractor and Owner may hereinafter be referred to as "Parties." This Contract shall be effective on the last date set forth on the signature page. This Contract shall be the agreed basis of performing the Work identified and defined in the Contract Documents.

FIRST: The Contractor agrees to furnish all material, labor, tools, equipment, apparatus, facilities, etc. necessary to perform and complete in a workmanship like manner the Work called for in the Contract Documents for the Project noted above, according to the terms of this Contract and the Contract Documents, which documents are incorporated herein by reference, as if set forth herein in full. The Contractor, for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants contained in the Contract Documents.

The Contract Documents shall include the Advertisement for Bids, Instructions to Bidders, Request for Bids 22-001, completed Bid Form, General Conditions for City of Kennewick, Washington (last revised August 24, 2015), Modifications to the General Conditions, this Janitorial Services Contract, and the following items:

LIST OF APPLICABLE ITEMS

SECOND: Time for Completion: The Work to be performed under this Contract shall commence as soon as the Contractor has been officially notified to proceed, and will continue until May 31, 2023.

THIRD: Regular Services: The Contractor shall provide and bear all expenses of any sort whatsoever that may be required for completing the Work provided for in the Contract Documents for Regular Services, except such as are mentioned in the Contract Documents as being the responsibility of the Owner or other parties. Owner hereby agrees to pay the Contractor the Contract Award Amount indicated below, including State Sales Tax of 8.6%, as consideration for the agreements set forth above, including but not limited to, Contractor's completion of all Work, in strict accord with the Contract Documents, as follows:

Janitorial Regular Services (through May 31, 2023) = \$XXXX

City of Kennewick
Janitorial Services Contract

Project Name:
City Facilities Janitorial Service RFB 21-001

Contract 22-0XX

Additional Services: The Owner at its sole discretion may require and schedule additional services, including but not limited to services identified in Exhibit 1 as Scheduled Services. The Contractor shall provide and bear all expenses of any sort whatsoever that may be required for completing the Work provided for in the Contract Documents for Scheduled Services and scheduled by the Owner, except such as are mentioned in the Contract Documents as being the responsibility of the Owner or other parties. Owner hereby agrees to pay the Contractor the amounts reflected for Scheduled Services, with the addition of State Sales Tax, as consideration for the completion of Scheduled Services, in strict accord with the Contract Documents. Scheduled services not shown in the Contract Documents will compensated at a mutually agreed upon price.

No liability shall attach to the Owner by reason of entering into this Contract, except as expressly provided herein. The Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

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

This Contract shall be construed and governed by the laws and statutes of the State of Washington.

If any portion of this Contract is found to be invalid by the Superior Court of Benton County, such invalidation of such portion shall not invalidate the remaining portions of the Contract, and they shall remain in full force and effect as written.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract by having their authorized representatives affix their signatures below. This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Contract may be delivered by electronic means and those signatures shall be treated as original signatures for all applicable purposes.

CITY OF KENNEWICK

[CONTRACTOR]

Marie E. Mosley
City Manager

Date Signed: _____

ATTEST:

Terri L. Wright
City Clerk

Date Signed: _____

APPROVED AS TO FORM:

Lisa Beaton
City Attorney

Date Signed: _____

Signature

Date Signed: _____

Printed Name & Title

JANITORIAL SERVICE AREAS

CLEANING SERVICES PROVIDED:	CITY HALL*	POLICE DEPT	KEEWAYDIN COMMUNITY CENTER	FROST MUNICIPAL	SOUTHRIDGE SPORTS & EVENTS	MID-COLUMBIA LIBRARY	CITY HALL ANNEX	PURCHASING	WASTE WATER	WATER TREATMENT PLANT	KENN ACTIVITY CENTER	FIRE STATIONS 1 5
CLEANING HOURS	M-F: 5:30pm - 7am Note: Council Chambers has evening meetings Monday - Thursday, beginning as early as 6:00pm	M-F: 5:30pm - 7am	M-F: 5:30pm - 7am	M-F: 5:30pm - 7am	M-Sat: 9pm - 6am Sun: 5pm - 6am Note: Schedule may need to be adjusted for special events.	7 days per week after closing	M-F: 5:30pm - 7am	M-F: 9am - 3pm	M-F: This is a limited hour facility and cleanings will need to be conducted around 9am	M-F: This is a limited hour facility and cleanings will need to be conducted around 9am	**	**
SCHEDULED SERVICES - Upon request (shampoo, strip/wax, windows)	X	X	X	X	X	X	X	X	X	X	X	X
DAILY REGULAR Entry/Foyer, Waiting Rooms, Other Public Areas, Restrooms, Showers, Locker Rooms, Kitchens, and Dining Rooms	5 days per week (main floor)	5 days per week	5 days per week	5 days per week	7 days per week	7 days per week	1 day per week	1 day per week	1 day per week	1 day per week	No Service	No Service
TWICE-WEEKLY Hallways (upstairs only at City Hall), Conference Rooms, Council Chambers, Office Corridors, Stairways, Courts (Gym Floors) at Sourthridge	2 days per week (main floor)	2 days per week	2 days per week	2 days per week	2 days per week	2 days per week	1 day per week	1 day per week	1 day per week	1 day per week	No Service	No Service
ONCE WEEKLY Offices, KPD Records Area, Utility Rooms, Print Rooms, and Other Non-Public Areas	1 day per week (main floor)	1 day per week	1 day per week	1 day per week	1 day per week	1 day per week	1 day per week	1 day per week	1 day per week	1 day per week	No Service	No Service
MONTHLY - Refer to Special Provisions	X	X	X	X	X	X	X	X	X	X	No Service	No Service
QUARTERLY - Refer to Special Provisions	X	X	X	X	X	X	X	X	X	X	No Service	No Service

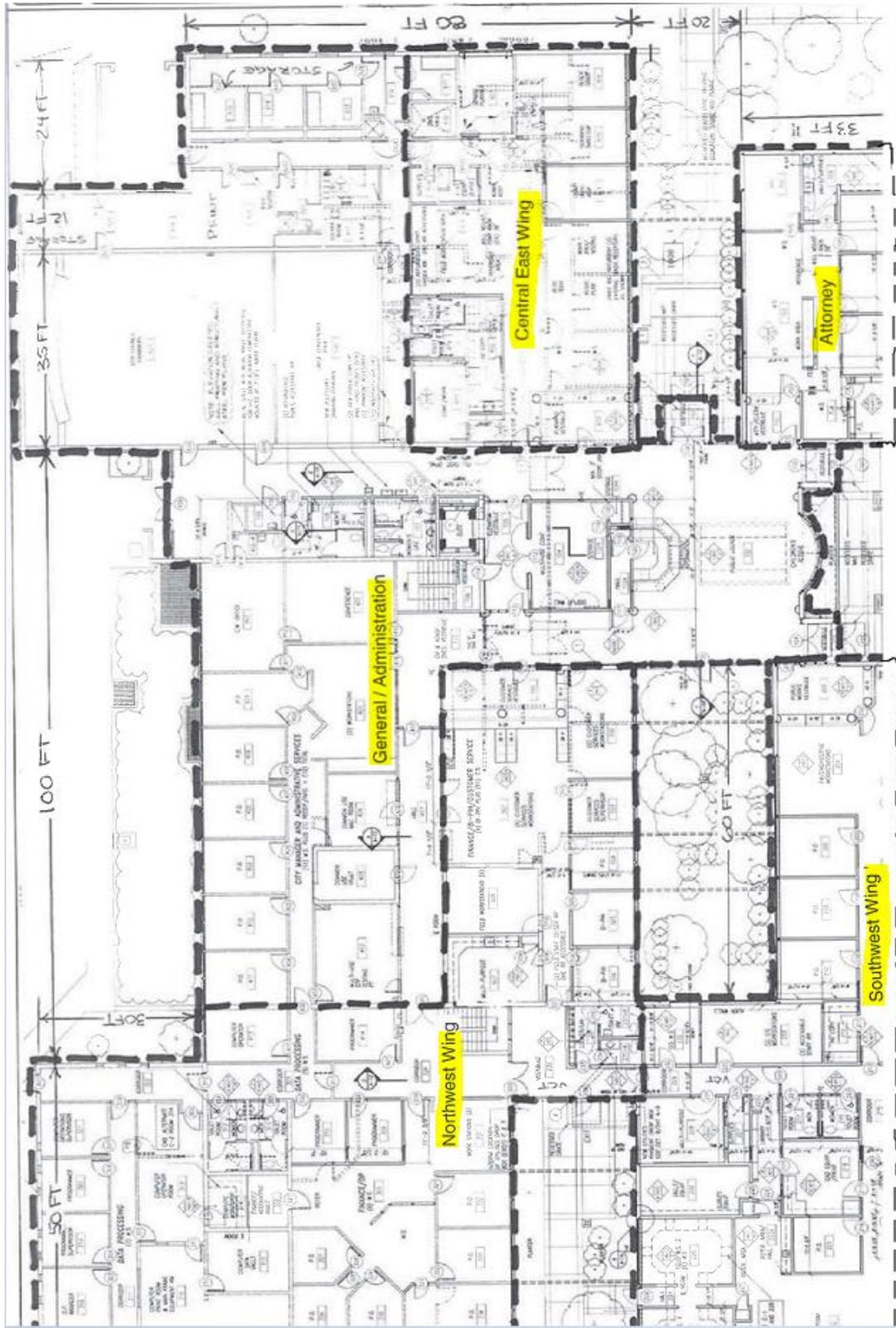
*City Hall Basement shall have all services completed semi-annually

**Scheduled carpet shampooing, floor stripping & waxing, and window cleaning can be scheduled during normal working hours

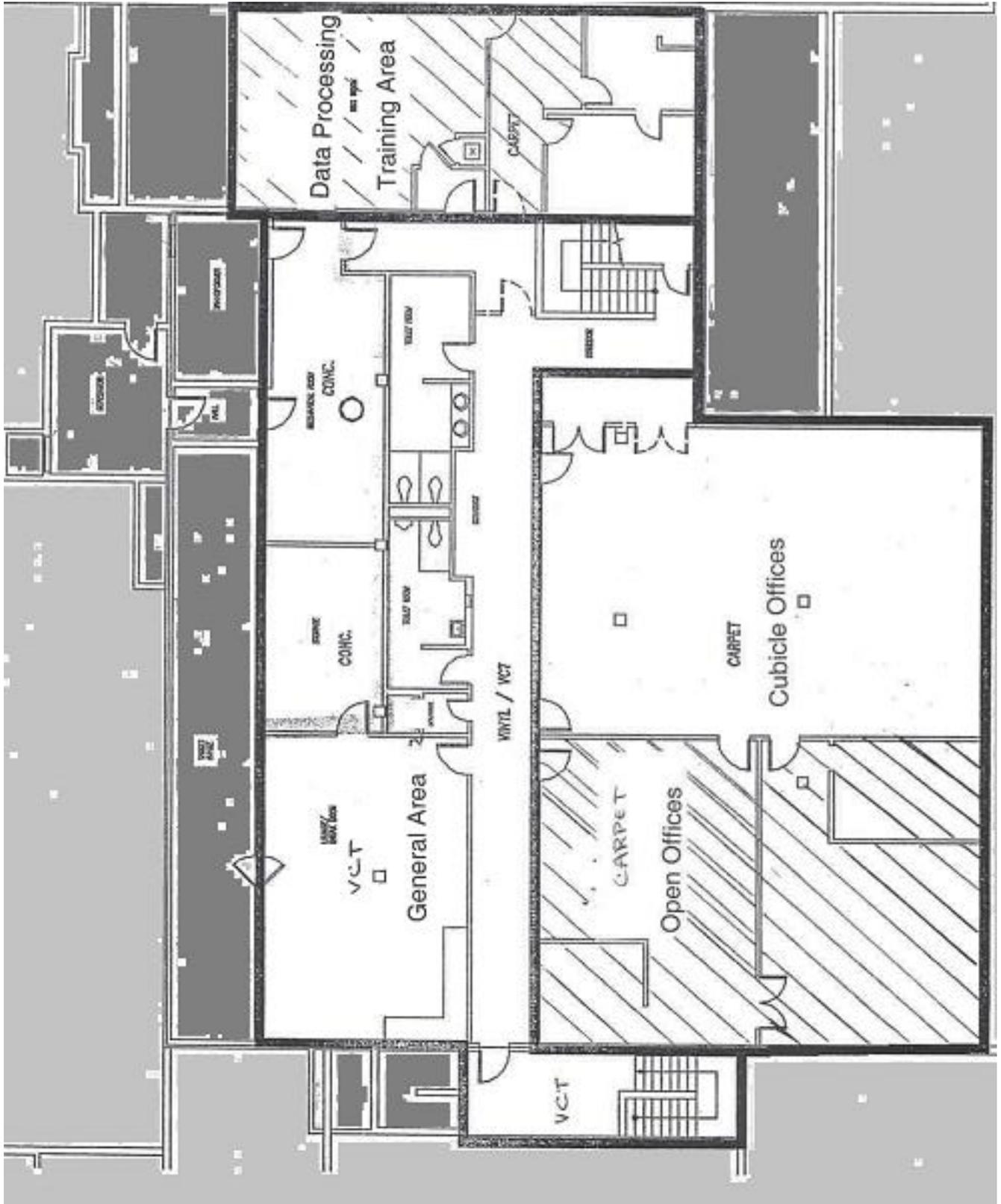
ATTACHMENT G – DETAIL DRAWINGS

DETAIL DRAWINGS

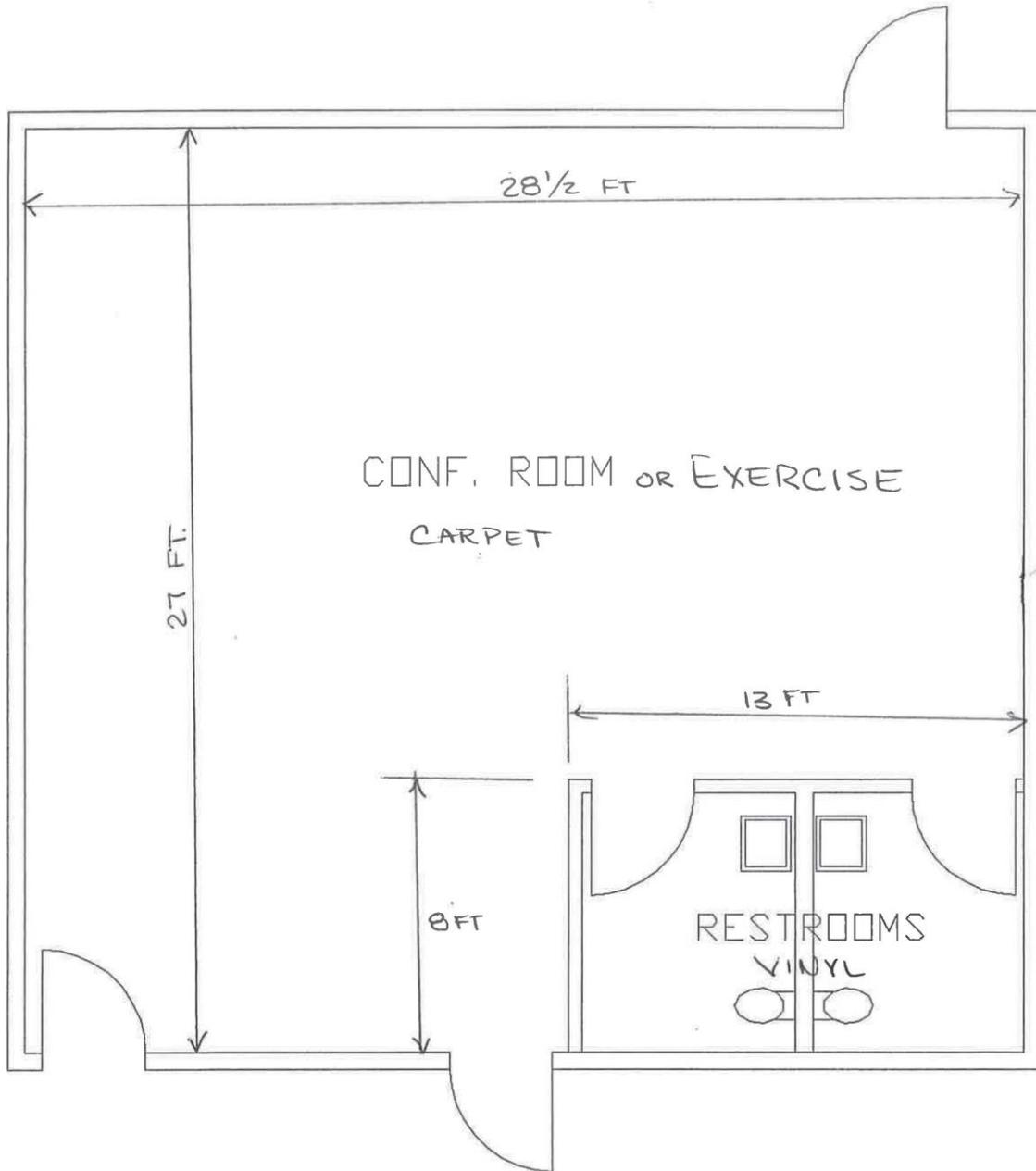
City Hall – Main Floor



City Hall Basement

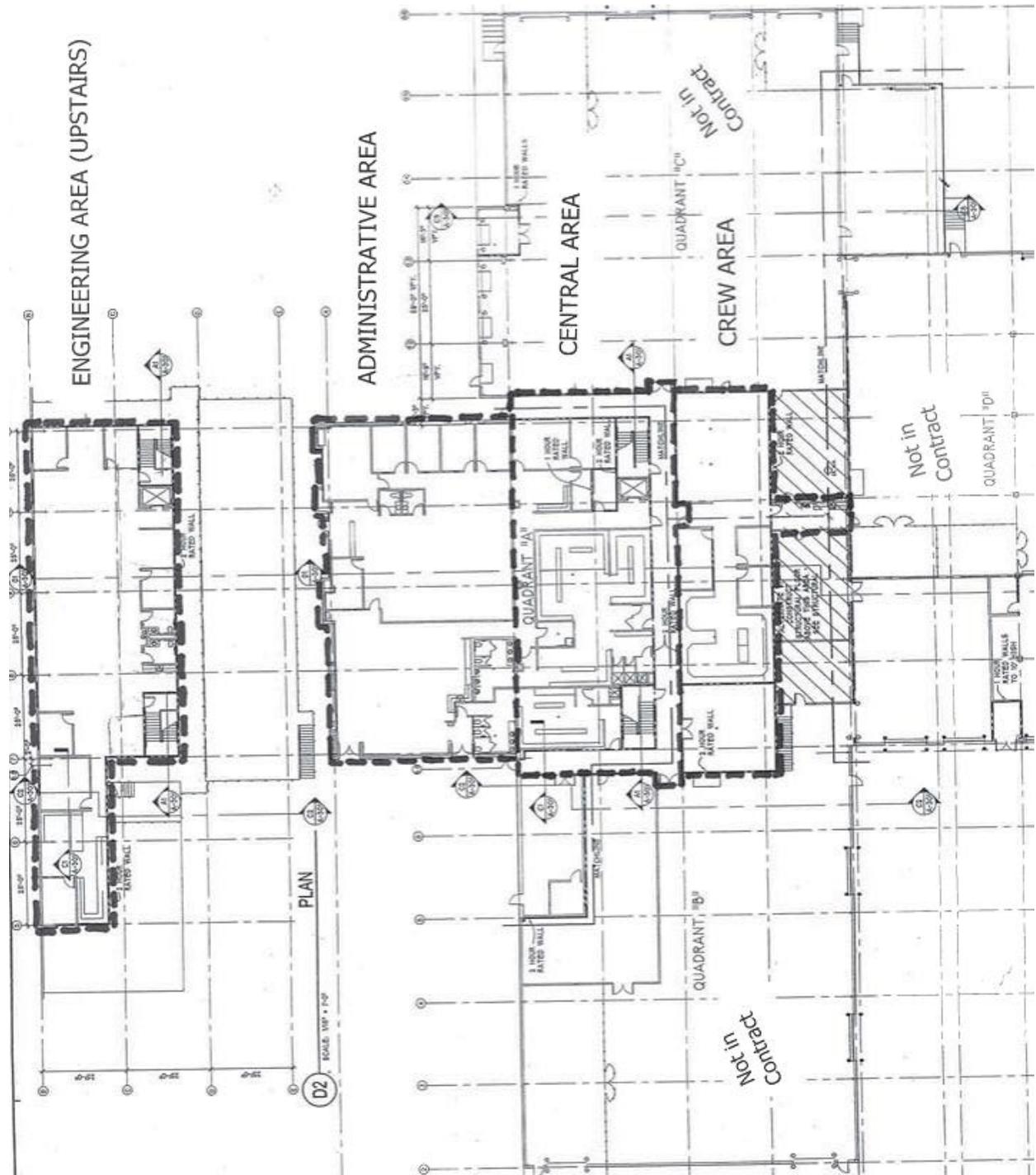


City Hall Annex

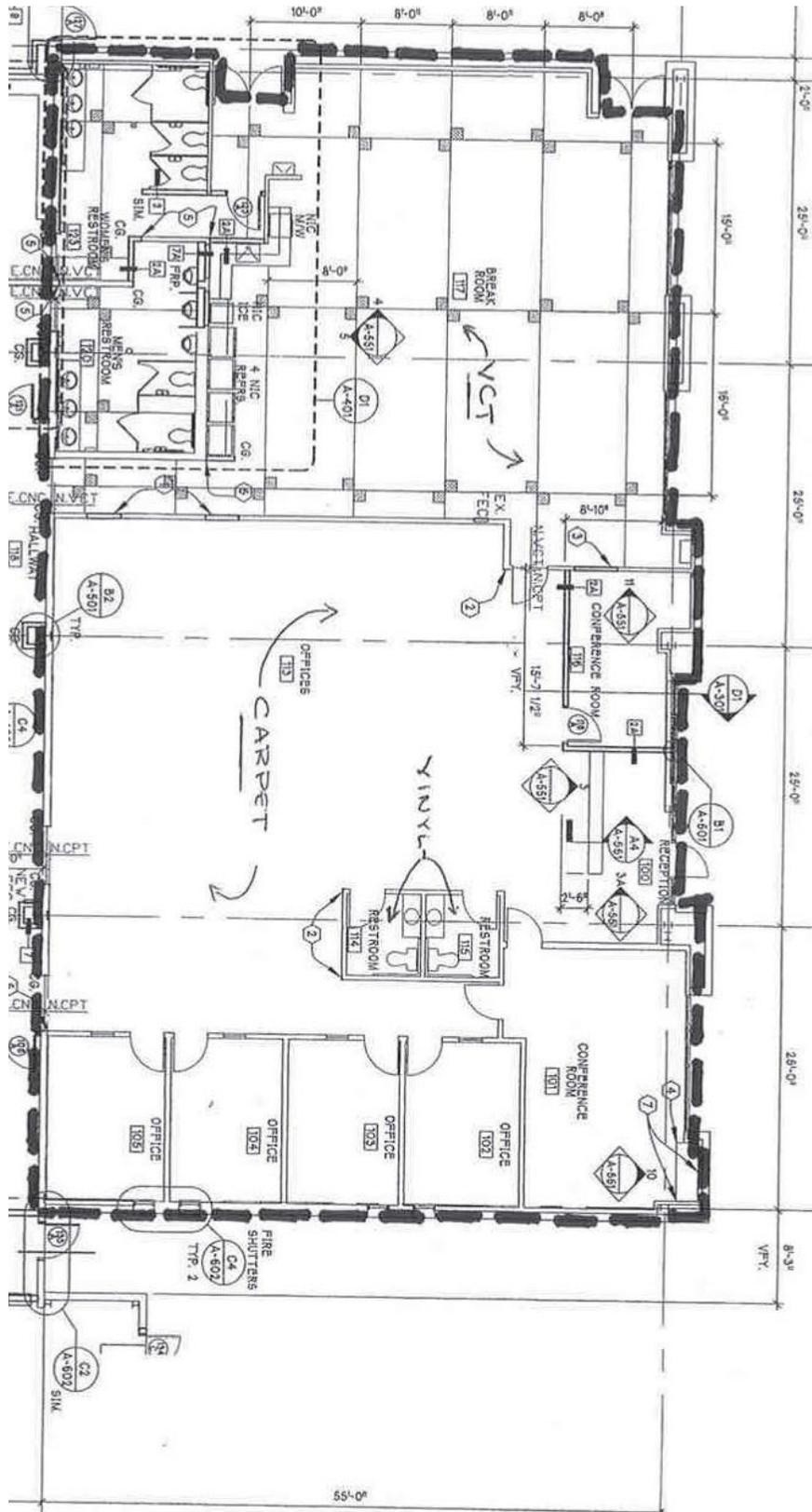


**City Hall Annex
210 W. 6th Avenue**

Frost Municipal Service Building – Overview

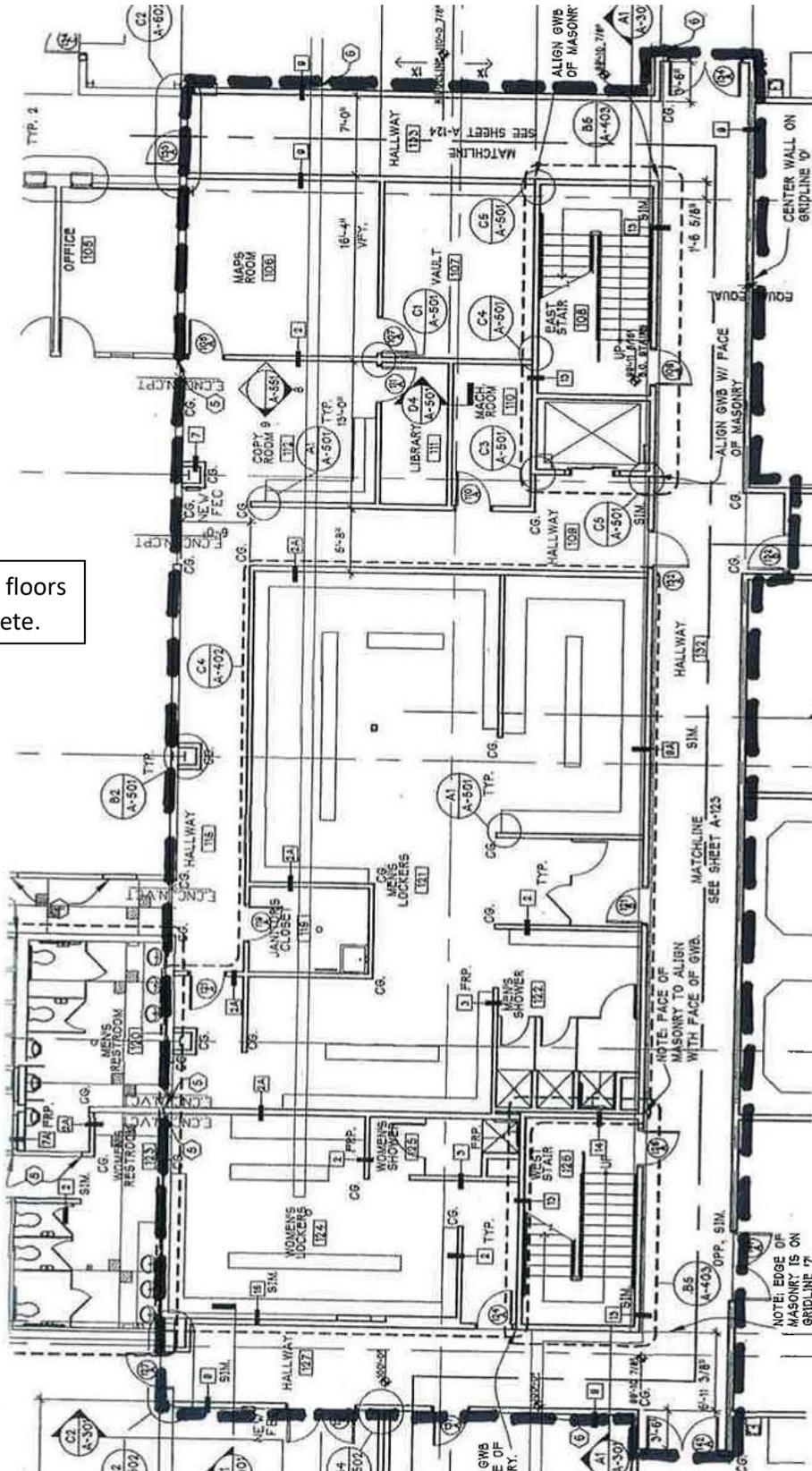


Frost Municipal Services Building – Main Floor – Administrative Area

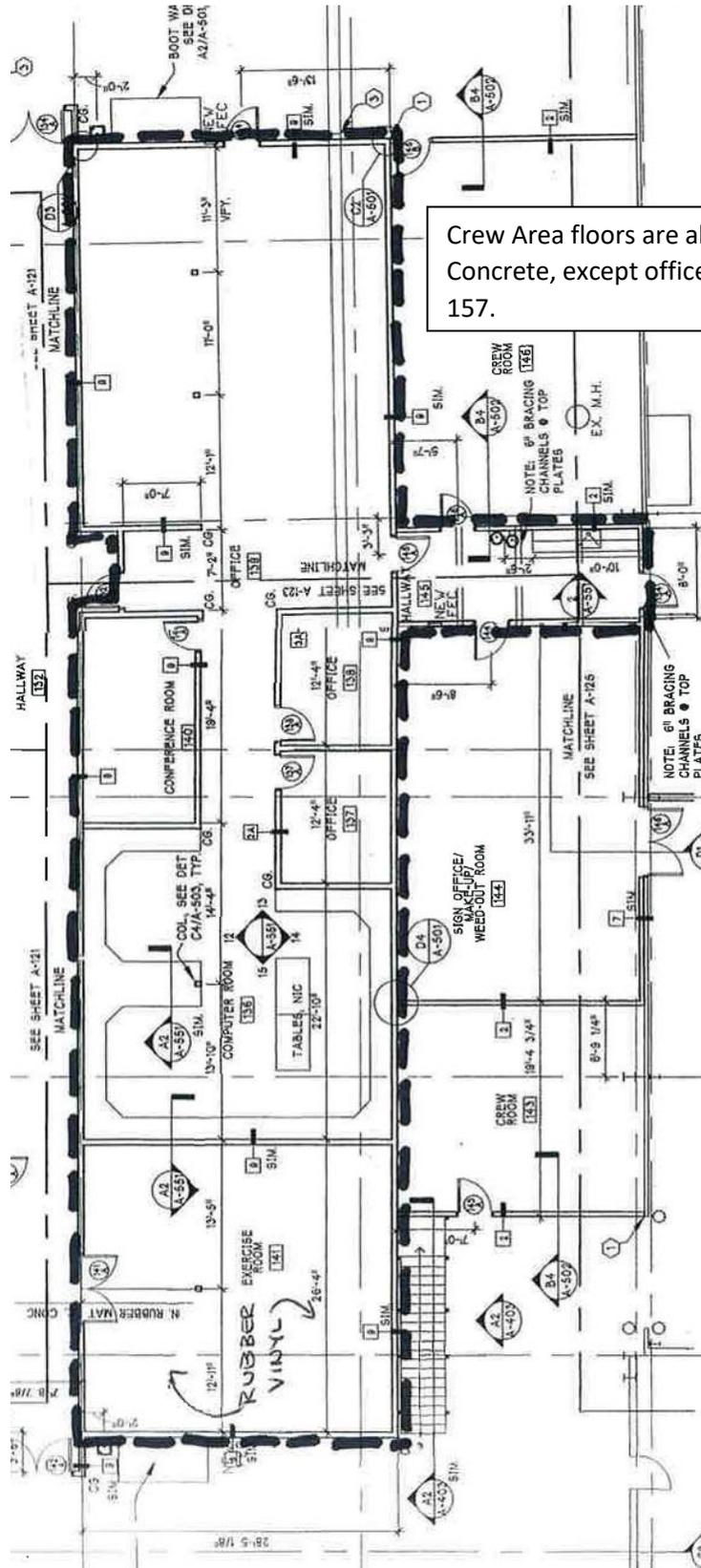


Frost Municipal Services Building – Main Floor – Central Area

Central Area floors are all Concrete.

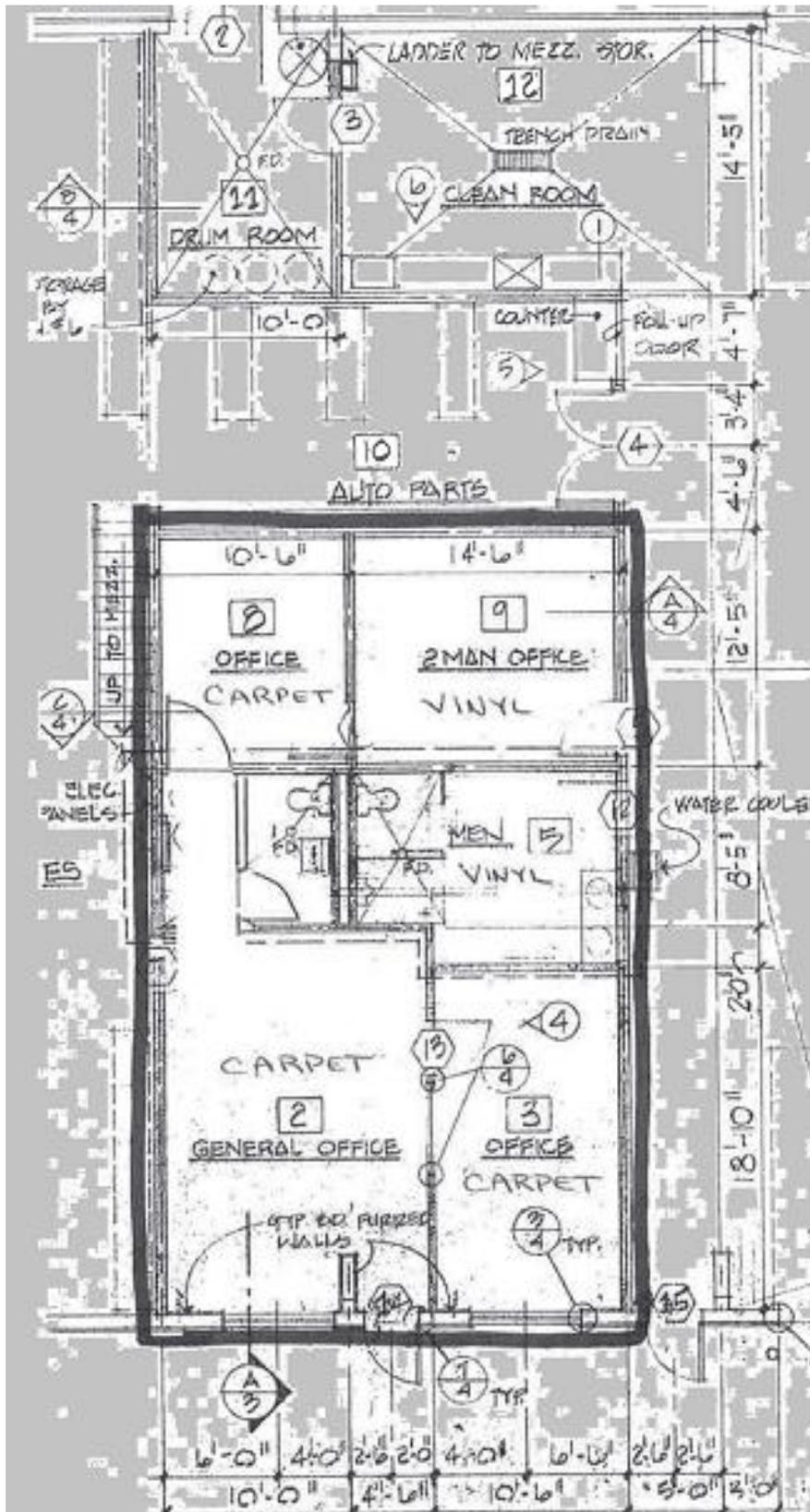


Frost Municipal Services Building – Main Floor – Crew Area

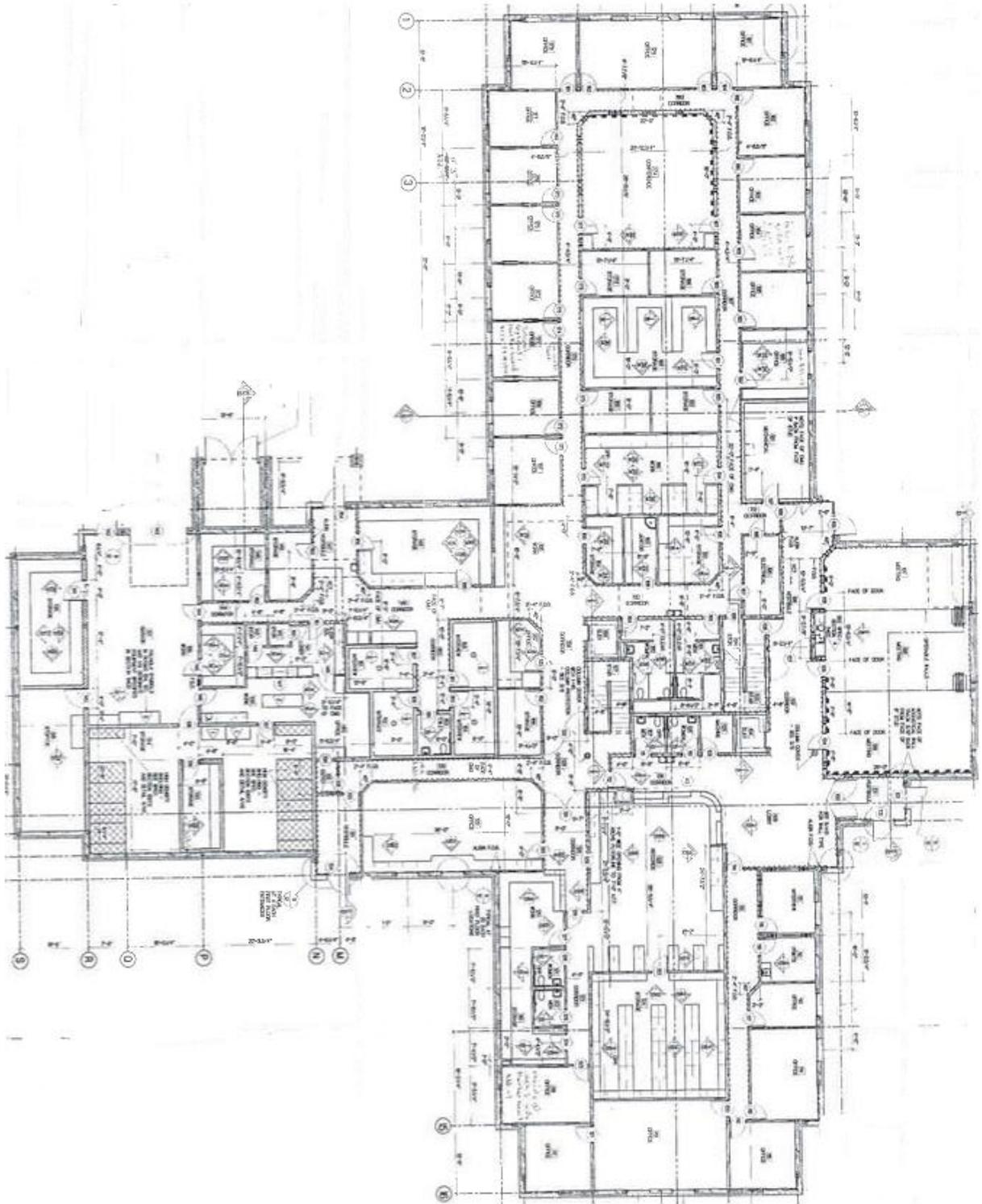


Crew Area floors are all Concrete, except office 157.

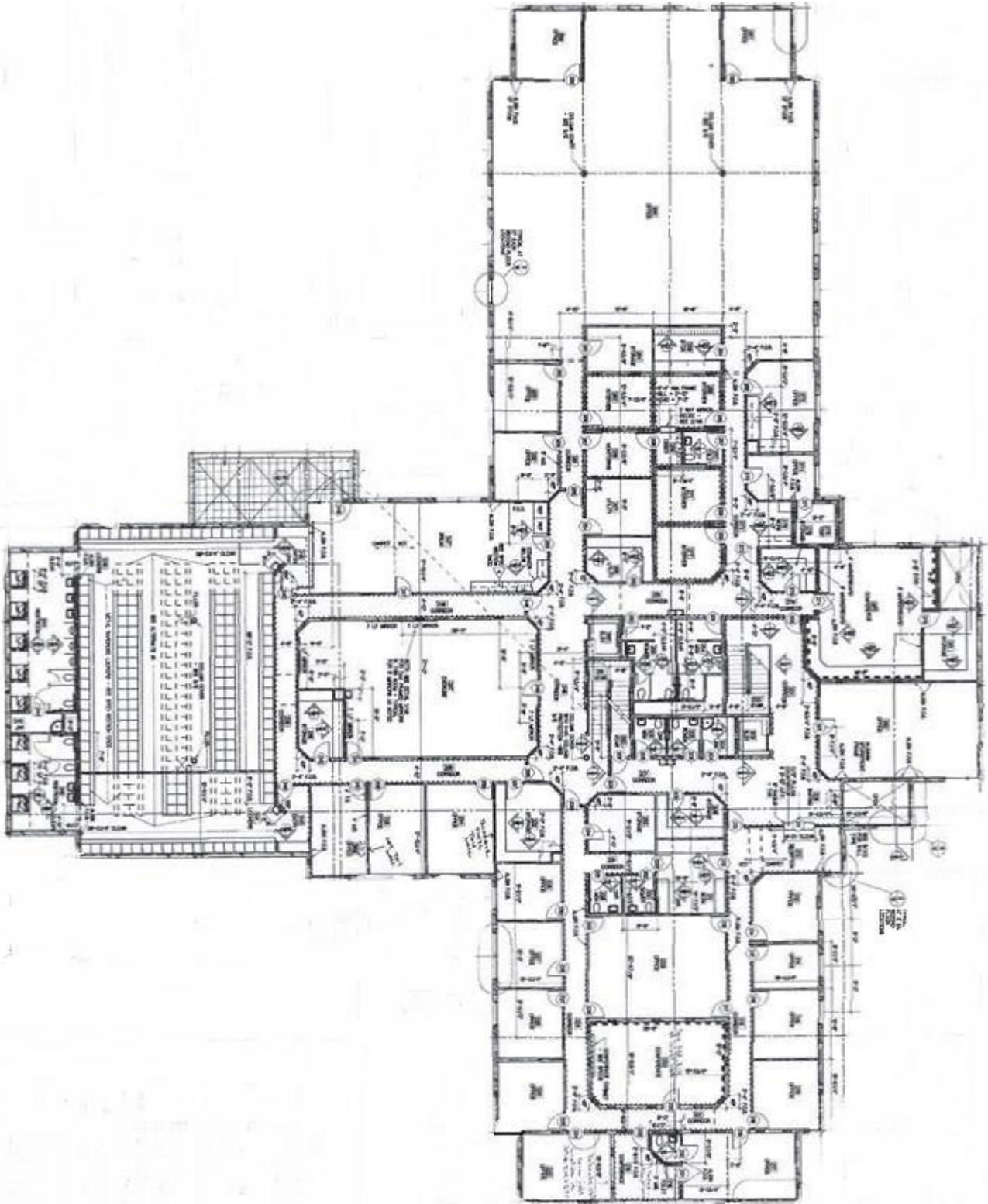
Purchasing Division



Kennewick Police Station – First Floor



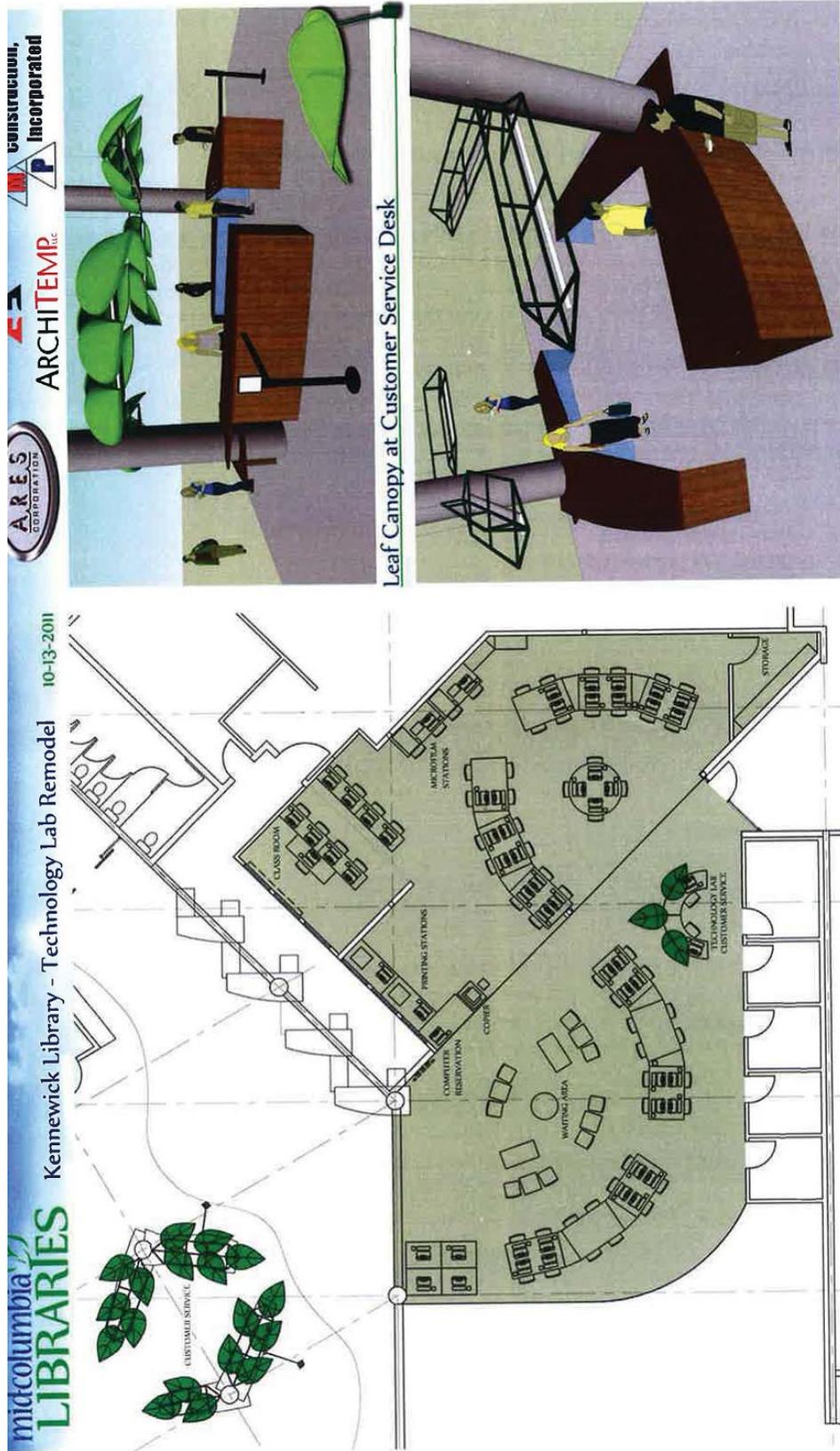
Kennewick Police Station – Second Floor



Kennewick Library



Kennewick Library – DD6-4 Detail





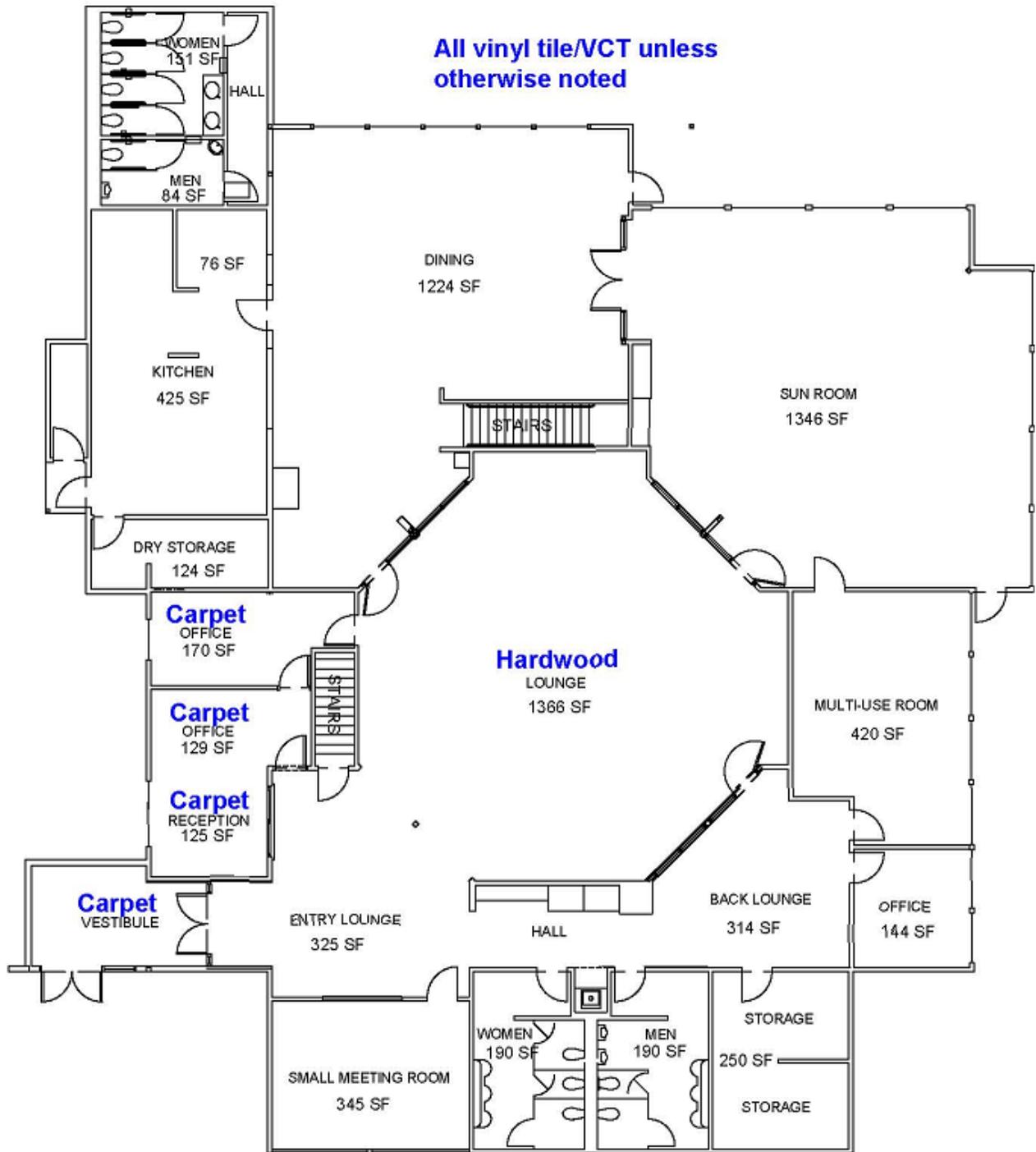


Leaf Canopy Framing with Lights

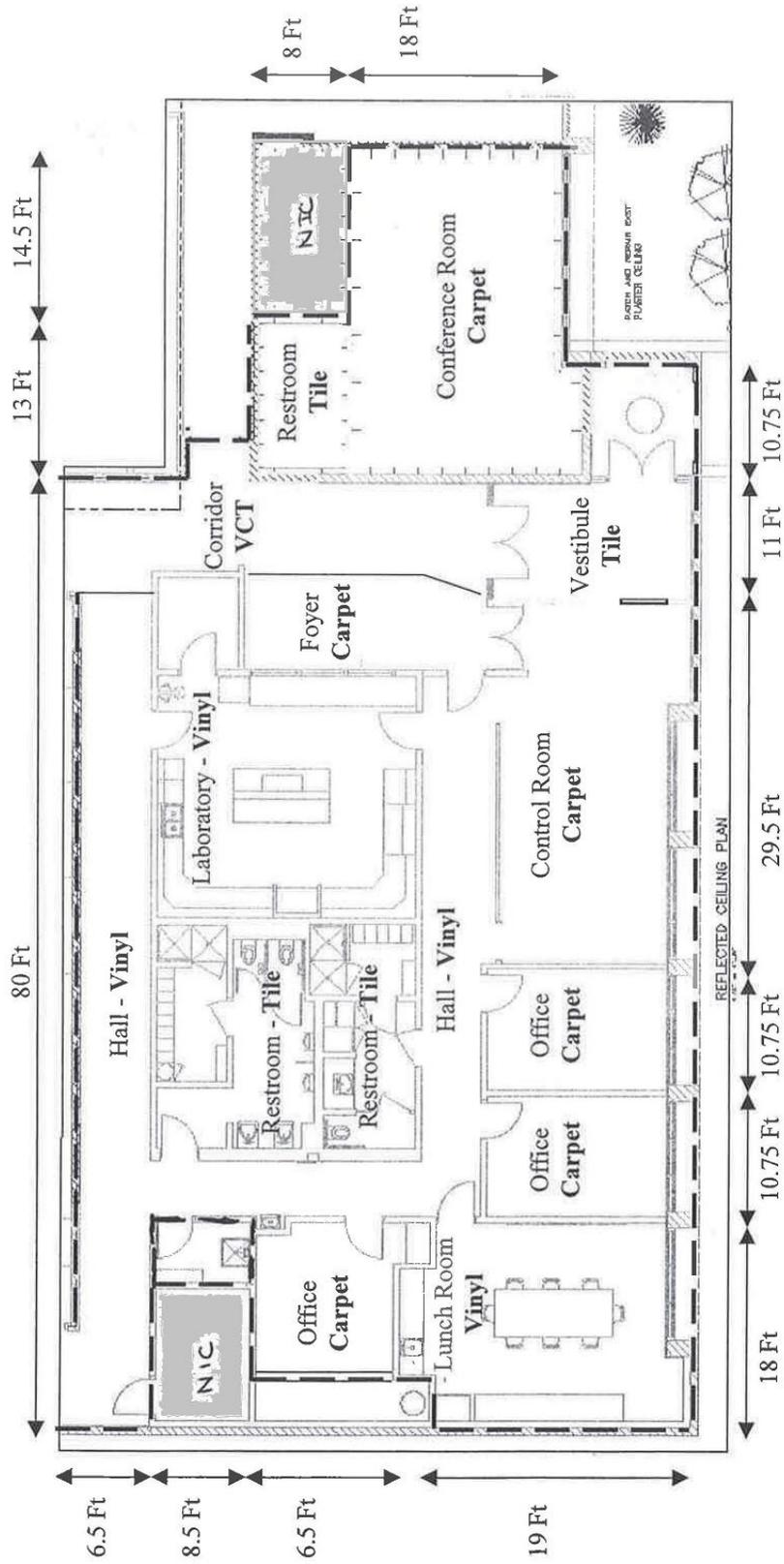
Scale: N.T.S.

Floor Plan and Furniture Layout - Final Design Concept

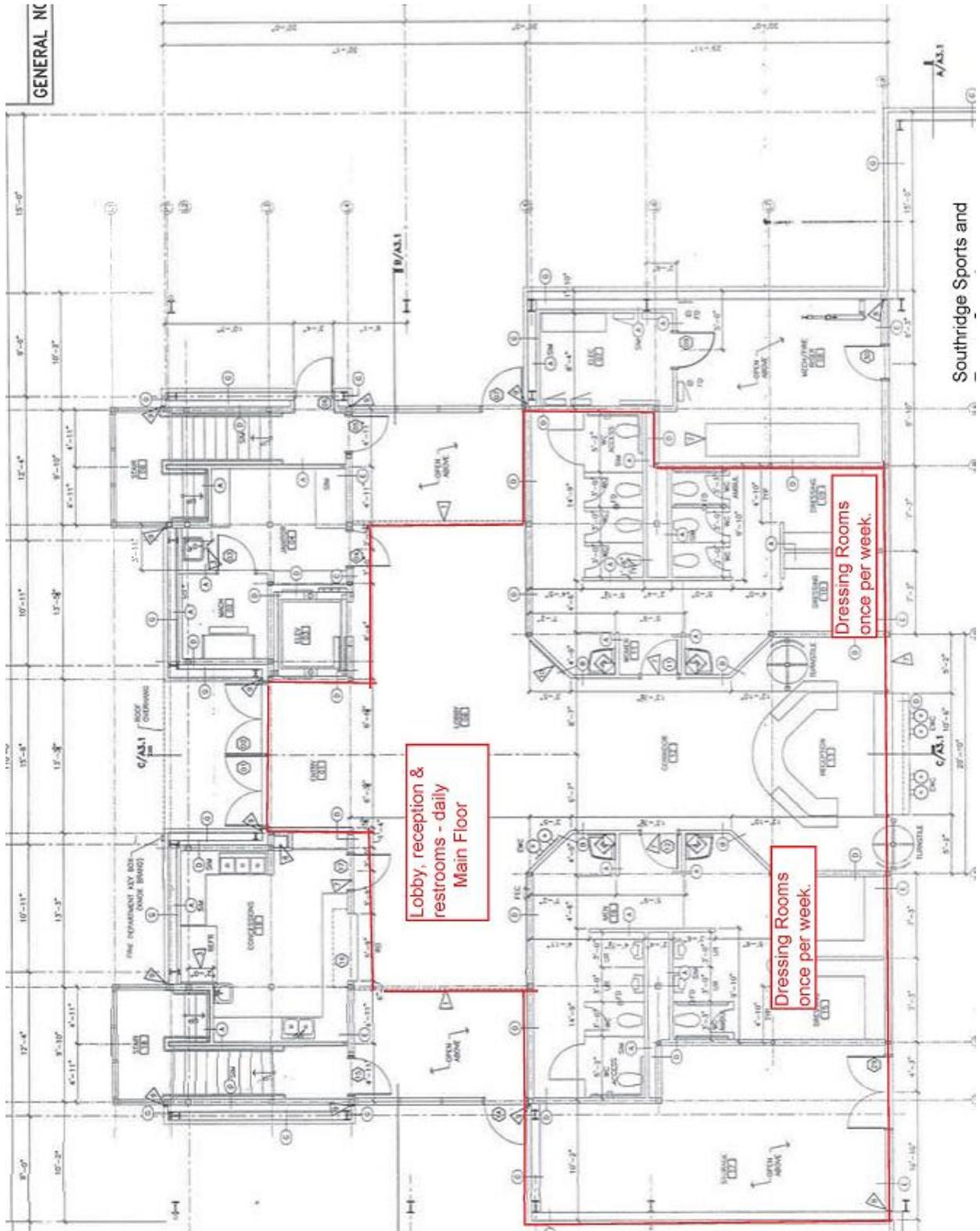
Keewaydin Community Center



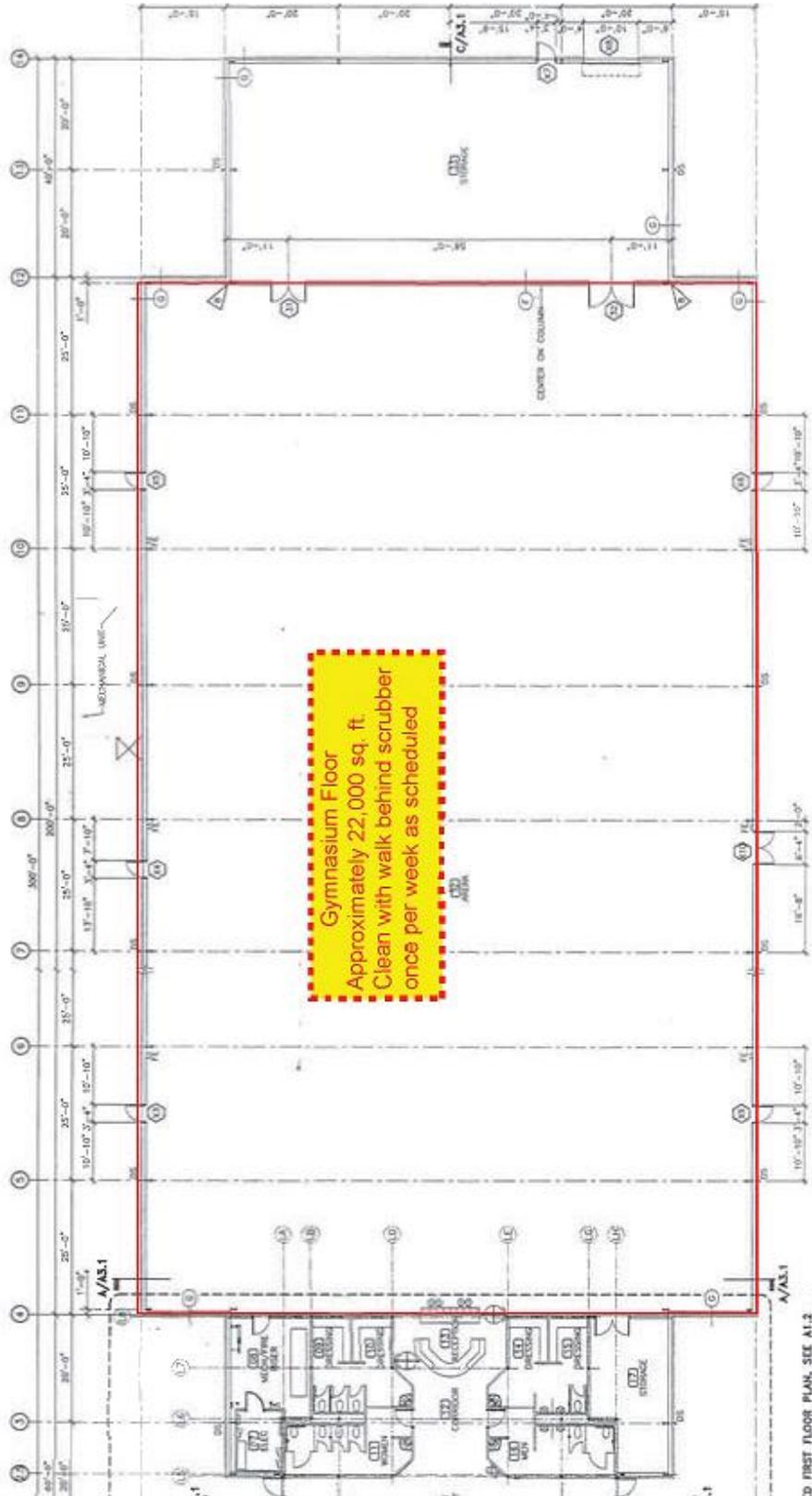
Water Treatment Plant



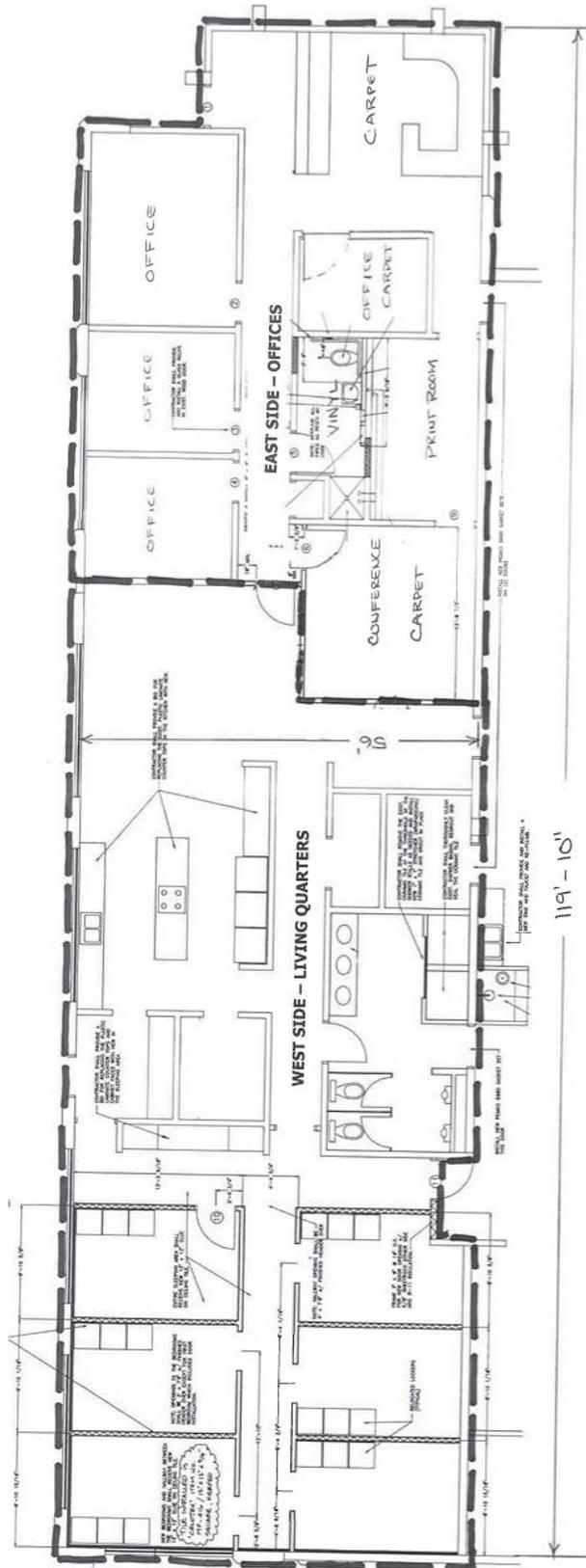
Southridge – Numerica Pavilion – Lobby/Restrooms/Dressing Rooms



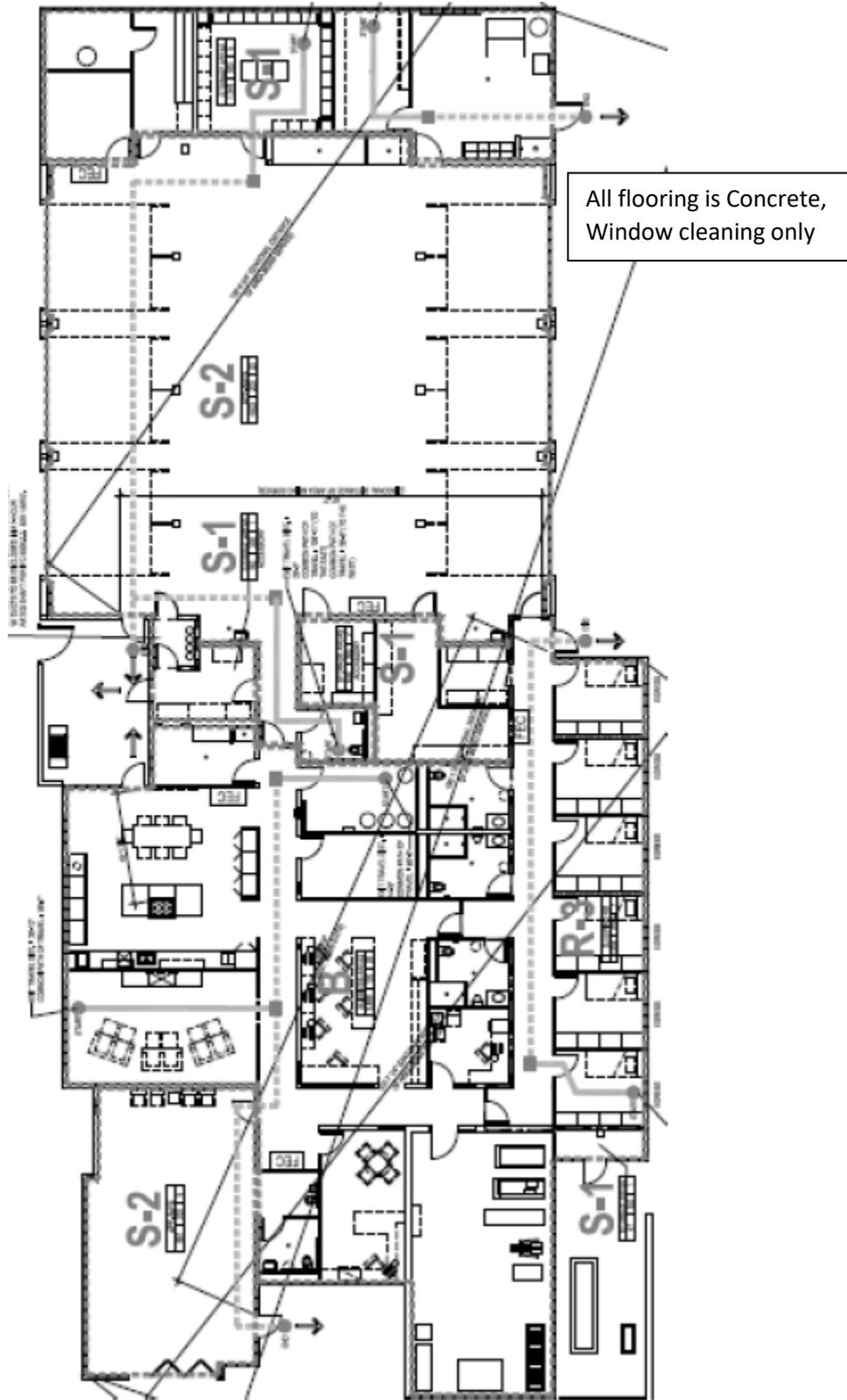
Southridge – Numerica Pavilion – Gymnasium Floors



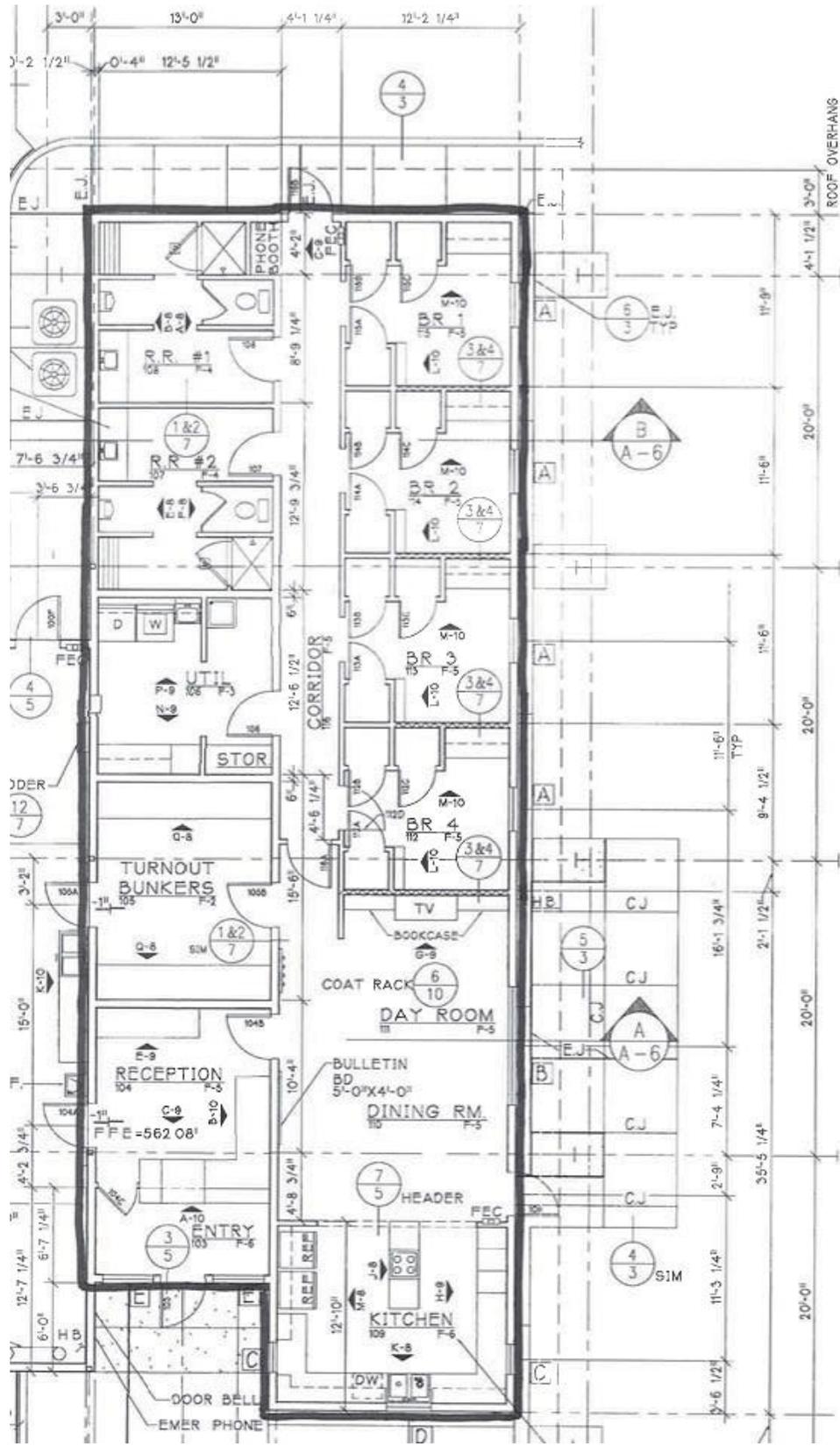
Kennewick Fire Station #1



Kennewick Fire Station #3

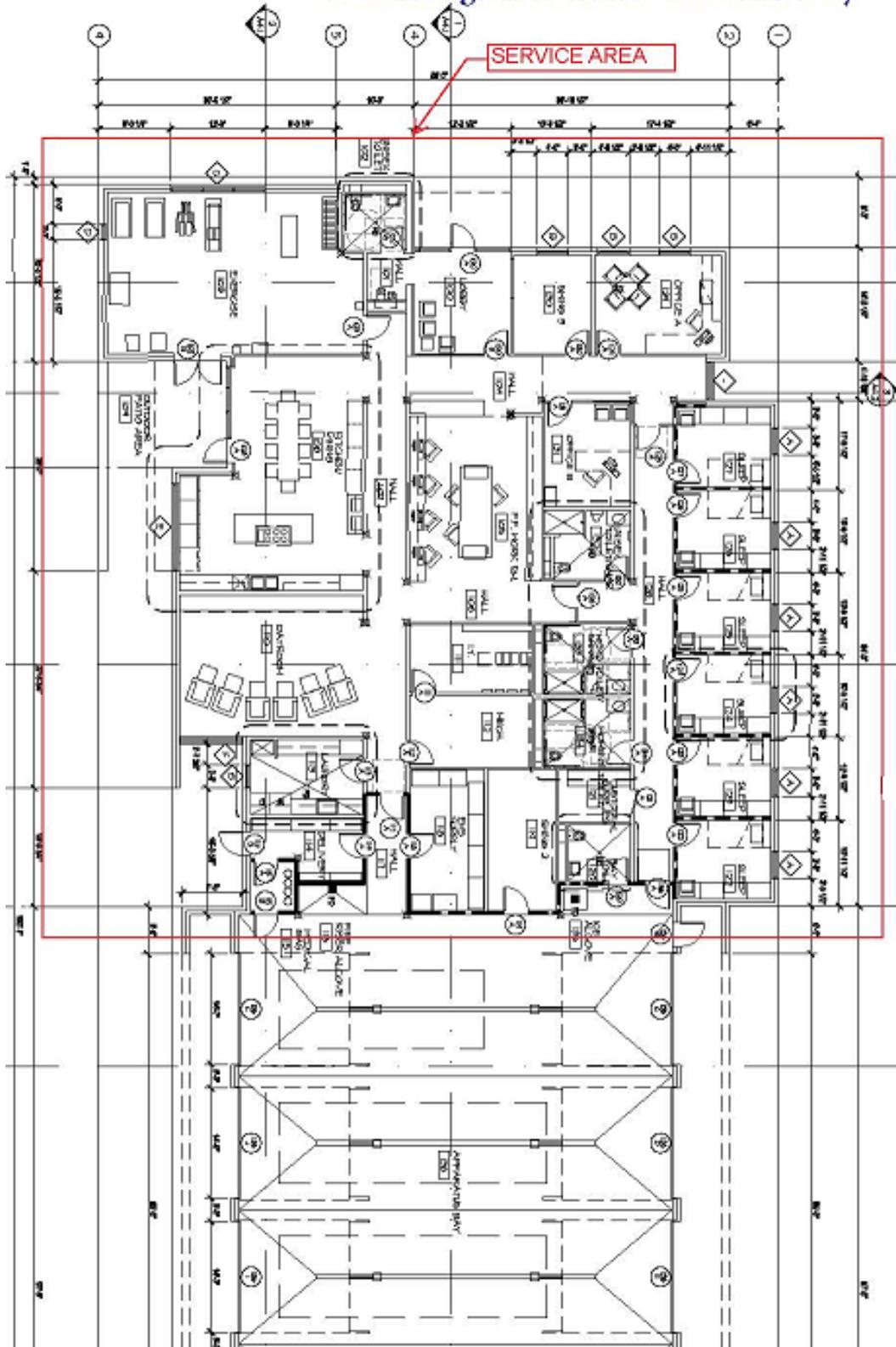


Kennewick Fire Station #4



Kennewick Fire Station #5

All flooring is Concrete - Windows only





ADDENDUM # 1

Date of Addendum: **March 21, 2022**

NOTICE TO BIDDERS

The Bid Documents for the above-referenced Project is modified as set forth in this Addendum. The original Bid Documents (and any previously issued addenda, if applicable) remains in full force and effect, except as modified by this Addendum, which is hereby made part of the Bid Documents. Bidders shall take this Addendum into consideration when preparing and submitting their Bid, and shall acknowledge receipt of this Addendum on the Bid Form included in the Bid Documents.

BID SUBMISSION DEADLINE

The Bid submission deadline remains the same and is not changed by this Addendum.

1.0 – BID DOCUMENTS

Item	Document and Section No.	Description of Change
1.1	BID DOCUMENTS	UPDATED BID DOCUMENTS UPLOADED TO PUBLIC PURCHASE PORTAL WITH COMPLETE DRAWINGS AND ATTACHMENTS. REPLACES ORGININAL BID DOCUMENTS IN ENTIRETY.

END OF ADDENDUM # 1



ADDENDUM # 2
 Date of Addendum: **March 30, 2022**

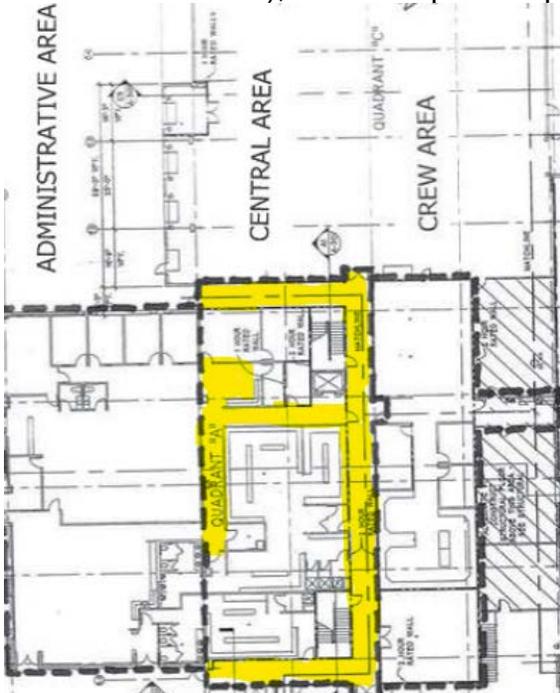
NOTICE TO BIDDERS		
<p>The Bid Documents for the above-referenced Project is modified as set forth in this Addendum. The original Bid Documents (and any previously issued addenda, if applicable) remains in full force and effect, except as modified by this Addendum, which is hereby made part of the Bid Documents. Bidders shall take this Addendum into consideration when preparing and submitting their Bid, and shall acknowledge receipt of this Addendum on the Bid Form included in the Bid Documents.</p>		
BID SUBMISSION DEADLINE		
<p>The Bid submission deadline remains the same and is not changed by this Addendum.</p>		
1.0 – BID DOCUMENTS		
Item	Document and Section No.	Description of Change
1.1	Information to Bidders, Questions	<p>Questions: Questions shall be accepted only until 12:00 p.m. Pacific Time on Thursday, March 30 31, 2022.</p>
1.2	Scope of Work and General Requirements, Item L.	<p>L. Supplies, Materials and Equipment The Contractor will furnish all materials and equipment needed to perform the work except that the City of Kennewick will supply paper goods (restroom supplies, i.e., toilet tissue, paper towels, sanitary napkins, plastic bags, etc.) for all facilities (with the exception of the Library, at which the paper goods listed above will be provided by the Contractor). These goods will be installed by the Contractor. Storage will be provided by the City for these items. The City cannot guarantee provision of storage space for Contractor’s materials and equipment. For material provided by the City, the Contractor will be responsible for maintaining adequate stock and notifying City representatives of required materials for each building/service location on a monthly basis. Additionally, at the Library, the Contractor shall supply replacement bulbs to be installed by the Contractor, as needed, for all areas accessible by a standard eight foot (8’ ladder) (meeting rooms, offices, restrooms, etc.). The Contractor will obtain authorization by the City for all bulb purchases, which will be reimbursed by the City at cost.</p> <p>The Contractor will furnish a notebook containing current Safety Data Sheets (SDS) for every cleaning supply used, including carpet cleaning agents, stripper & wax, etc., for each City Facility. The notebooks will be kept in the janitorial closet at each building. The notebooks need to be reviewed as necessary by</p>



		<p>Contractor to ensure that an SDS is provided for any product changed/added as well. Copies of SDS sheets will be supplied by the Contractor to the City Purchasing Department at the start of the contract, and kept updated throughout the duration of the contract. SDS Sheets shall be posted in the buildings prior to and through the completion of any carpet cleaning or vinyl flooring stripping agents and waxes are used.</p>
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2.0 – QUESTIONS AND ANSWERS

The following answers to questions raised by bidders are provided as a matter of information and clarification only. To the extent that changes to the Bid Documents are required based on the following, the Bid Documents have been modified as noted above in this Addendum

Item	Document and Section No.	Question and Answer
2.1	Scope of Work and General Requirements	<p><u>Question:</u> Clarify Frost Scope/Frequency/Areas <u>Answer:</u> Frost shall have:</p> <ul style="list-style-type: none"> • <i>Restrooms and kitchen areas:</i> sinks, fixtures, counters, trash receptacles, and restocking of toiletries, to be serviced daily (five (5) times per week) Monday – Friday. • <i>Floors:</i> carpet and vinyl floors, to be cleaned (vacuumed, swept and/or mopped, as appropriate) once per week (preferably on Friday evening). Concrete floors, within the yellow highlighted service areas below (no other concrete areas are included), to be swept once per month. 



		<ul style="list-style-type: none"> • <i>Trash receptacles</i> (outside of restrooms/kitchens, which are to be serviced daily (Mon-Fri)), shall be emptied one (1) time per week (on Friday evening).
2.2	Scope of Work and General Requirements	<p><u>Question:</u> Clarify City Hall basement restrooms cleaning schedule</p> <p><u>Answer:</u> City Hall basement, all areas, inclusive of restrooms, shall be cleaned once every six (6) months (or twice per year at six (6) month cleaning intervals). Restrooms will be signed as “closed” and/or locked as needed to prevent usage.</p>
2.3	Scope of Work and General Requirements	<p><u>Question:</u> Is the City Hall basement area cleaning schedule quarterly or every six months?</p> <p><u>Answer:</u> City Hall basement, all areas, shall be cleaned once every six (6) months (or twice per year at six (6) month cleaning intervals).</p>
2.4	Scope of Work and General Requirements	<p><u>Question:</u> At the Community Center sinks are on the schedule in the kitchen area. Isn't there a concern of cross contamination of the sink area during cleaning process of a food preparation area?</p> <p><u>Answer:</u> If proper (or industry) standards, are followed in regard to cleaning and disinfecting techniques, cross contamination should not be a concern. Surfaces that are directly cooked on (e.g. cooktop/stovetop) are not included in the scope, except the fronts (e.g. doors, handles), which shall be cleaned per specifications.</p>
2.5	Scope of Work and General Requirements	<p><u>Question:</u> At the Southridge Numerica Pavilion is the floor scrubber used on the gym floor to be provided by the Contractor?</p> <p><u>Answer:</u> The Contractor shall provide their own floor scrubber. The City does not own a floor scrubber but does have room for scrubber storage, if preferred by Contractor.</p>
2.6	Scope of Work and General Requirements	<p><u>Question:</u> Clarify service frequency for floors at Southridge Numerica Pavilion.</p> <p><u>Answer:</u> Numerica Pavilion floors shall be cleaned as follows:</p> <ul style="list-style-type: none"> • 1st floor lobby and reception area and 1st floor restrooms shall be cleaned daily (seven (7) days per week). • 1st floor dressing rooms, 2nd floor all floors, stairwells and elevator shall be cleaned once per week (one (1) day per week – on the same day each week). • 1st floor courts/gymnasium floor shall be cleaned with a walk behind scrubber once per week (one (1) day per



		week – on the same day each week).
2.7	Scope of Work and General Requirements	<p><u>Question:</u> For post event cleaning required at Southridge Numerica Pavilion, how much advance notification is provided to the Contractor, and what is the manner of notification?</p> <p><u>Answer:</u> Currently, post event related cleaning (e.g extra cleaning of courts outside of the normal schedule under this Contract), is handled through a separate agreement. If a normal scheduled cleaning is required to be shifted to a later time due to a rental within the facility, the City makes every effort to notify the Contractor approximately ten (10) days in advance of the upcoming month with a list of all dates for that month that would warrant a cleaning time change. Notification is made by email, but we could accommodate alternate methods, if requested/preferred.</p>
2.8	Scope of Work and General Requirements	<p><u>Question:</u> At the Mid-Columbia Library location is there an estimate of consumables usage that the Contractor is responsible for supplying on either a monthly or annual basis?</p> <p><u>Answer:</u> The City does not have adequate data available to estimate usage. As such, beginning under the new contract, the City will now supply paper goods at the Union Street Library consistent with how we supply paper goods at other City-owned facilities under this contract. Please disregard the verbiage “(with the exception of the Library, at which paper goods listed above will be provided by the Contractor)” under Section L. <u>Supplies Materials and Equipment</u> of this RFB.</p>

END OF ADDENDUM # 2

City of Kennewick

Mandatory Bidder Responsibility Checklist

(Per RCW 39.04.350 and City requirements)

General Information	
Project Name: City Facilities Janitorial Services	Project Number: RFB 22-001
Bidder's Business Name: Intermountain Cleaning Services	Bid Submittal Deadline: 4/5/2022
Contractor Registration – https://fortress.wa.gov/lni/bbip/	
License Number: NA	Status: Active: Yes <input type="checkbox"/> No <input type="checkbox"/>
Effective Date (must be effective on or before Bid Submittal Deadline):	Expiration Date:
Current UBI Number – http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/	
UBI Number: 601 402 255	Account Closed: Open <input checked="" type="checkbox"/> Closed <input type="checkbox"/>
Industrial Insurance Coverage (Workers Compensation) – https://fortress.wa.gov/lni/crpsi/MainMenu.aspx	
Account Number: 830,612-00	Account Current: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Employment Security Department Number – (contact bidder for information)	
Employment Security Department Number: 601402255	
<ul style="list-style-type: none"> • Has Bidder provided account number on the Bid Form? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> • And/or have you asked the Bidder for documentation from Employment Security Department on account number? Yes <input type="checkbox"/> No <input type="checkbox"/> 	
State Excise Tax Registration Number – http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/	
Tax Registration Number: 601 402 255	Account Closed: Open <input checked="" type="checkbox"/> Closed <input type="checkbox"/>
State: Public Works Requirements – Required Training Effective July 1, 2019 https://secure.lni.wa.gov/verify/	
Bidder meets required training requirement for Public Works Projects: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Exempt from Requirement <input checked="" type="checkbox"/>	
State: Not Disqualified from Bidding – http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp	
Is the Bidder listed on the "Contractors Not Allowed to Bid" list of the Department of Labor and Industries? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Federal: Not Disqualified from Bidding – http://www.SAM.gov	
Is the Bidder listed on the federal debarment and suspension database? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
City of Kennewick Business License – https://secure.dor.wa.gov/gteunauth/ /#1	
Business License Number:	Account Current: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Checked by:	
Name: JON CORREIO	Date: APRIL 5, 2022

Contractors

INTERMOUNTAIN CLEANING SERVICE

Owner or tradesperson MILTON COOPER
Doing business as
INTERMOUNTAIN CLEANING SVC INC

**515 N 20TH AVE
YAKIMA, WA 98902-1861**

WA UBI No.
601 402 255

Certifications & Endorsements

OMWBE Certifications

No active certifications exist for this business.

Apprentice Training Agent

No active Washington registered apprentices exist for this business. Washington allows the use of apprentices registered with Oregon or Montana. Contact the [Oregon Bureau of Labor & Industries](#) or [Montana Department of Labor & Industry](#) to verify if this business has apprentices.

Workers' Comp

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

L&I Account ID
830,612-00

Account is current.

Doing business as
INTERMOUNTAIN CLEANING SVC INC

Estimated workers reported
Quarter 4 of Year 2021 "51 to 75 Workers"

L&I account contact
T0 / DALE MCMASTER (360)902-5617 - Email: MCMS235@lni.wa.gov

Public Works Requirements

Verify the contractor is eligible to perform work on public works projects.

Required Training– Effective July 1, 2019

Exempt from this requirement.
Completed the training on 3/25/2022

Contractor Strikes

No strikes have been issued against this contractor.

Contractors not allowed to bid

No debarments have been issued against this contractor.

Workplace Safety & Health

Check for any past safety and health violations found on jobsites this business was responsible for.

Inspection results date
02/19/2021

[Violations](#)

Inspection no.
317962371

Location
**Corner of 42nd and Summitview
Yakima, WA 98902-1861**

Inspection results date

04/10/2019

No violations

Inspection no.
317953290

Location
**515 N 20th Ave
Yakima, WA 98902-1861**

Inspection results date
03/20/2019

Violations

Inspection no.
317953377

Location
**515 N 20th Ave
Yakima, WA 98902-1861**

Inspection results date
07/18/2017

No violations

Inspection no.
317945224

Location
**515 N 20th Ave
Yakima, WA 98902-1861**



< Business Lookup

Tax Information

[New search](#) [Back to results](#)

Entity name: INTERMOUNTAIN CLEANING SERVICE, INC.

Entity type: [Corporation](#)

Excise tax account ID #: 601-402-255

UBI #: 601-402-255

Opened: August 1, 1992

Closed:

Mailing address: 515 N 20TH AVE
YAKIMA WA 98902-1861

NAICS: 561720 - Janitorial Services
561730 - Landscaping Services

Reseller permit: None

Business License Locations



Business name	License account ID #	Location address
INTERMOUNTAIN CLEAN	601402255-001-0003	515 N 20TH AVE YAKIMA WA 989
INTERMOUNTAIN CLEAN	601402255-001-0001	515 N 20TH AVE YAKIMA WA 989



Business name	License account ID #	Location address
INTERMOUNTAIN CLEAN	601402255-001-0002	2804 W WASHINGTON AVE STE 1
INTERMOUNTAIN CLEAN	601402255-001-0004	515 N 20TH AVE YAKIMA WA 989

The Business Lookup information is updated nightly. Search date and time: 4/5/2022 3:57:08 PM

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Search

Exact Phrase

e.g. 1606N020Q02

Select Domain
All Domains



Filter By



Keyword Search

For more information on how to use our keyword search, visit our [help guide](#)

Any Words [\(i\)](#)

All Words [\(i\)](#)

Exact Phrase [\(i\)](#)

e.g. 1606N020Q02

"intermountain cleaning" ×

Federal Organizations

Enter Code or Name ▼



Status



Active

Inactive

Reset 



No matches found

Your search did not return any results.

To view Entity Registrations, you must sign in.

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General Services Administration

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< Business Lookup

License Information:

[New search](#) [Back to results](#)

Entity name: INTERMOUNTAIN CLEANING SERVICE, INC.

Business name: INTERMOUNTAIN CLEANING SERVICE, INC.

Entity type: [Profit Corporation](#)

UBI #: 601-402-255

Business ID: 001

Location ID: 0003

Location: Active

Location address: 515 N 20TH AVE
YAKIMA WA 98902

Mailing address: 515 N 20TH AVE
YAKIMA WA 98902-1861

Excise tax and reseller permit status: [Click here](#)

Secretary of State status: [Click here](#)

Endorsements

Endorsements held a	License #	Count	Details	Status	Expiration	First issue
						

Endorsements held a	License #	Count	Details	Status	Expiration	First issue
Kennewick General Business - Non-Resident				Active	Mar-31-20	Mar-31-20
Minor Work Permit				Active	Jul-31-20	Apr-24-20
Moxee General Business - Non-Resident	4011			Active	Jul-31-20	Aug-11-20
Pasco General Business - Non-Resident	31604			Active	Jul-31-20	Aug-06-20
Richland General Business - Non-Resident	F17144			Active	Jul-31-20	Sep-08-20
Walla Walla General Business - Non-Resident				Active	Jul-31-20	Nov-10-20
Yakima General Business	BLS20006			Active	Jul-31-20	Aug-25-20

Governing People May include governing people not registered with Secretary of State

Governing people	Title
COOPER, MILTON	

[View Additional Locations](#)

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PV 

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Council Agenda Coversheet



Agenda Item Number	4.e.	Council Date	05/17/2022
Agenda Item Type	Reports/Plans		
Subject	Annual Complete Streets Report		
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

Approve the Annual Complete Streets Report.

Motion for Consideration

I move to approve the Annual Complete Streets Report.

Summary

City Council adopted Ordinance No. 5691 on April 18, 2017, which established a Complete Streets policy and added a new Chapter 1320 to the Kennewick Municipal Code. The new policy advocates for healthy living through planning and constructing complete street elements, to provide safe and convenient access to all users of its right-of-way, including pedestrians, bicyclists, motorists and public transportation.

The Washington State Legislature passed Complete Street legislation that encourages local governments to formally establish Complete Streets policy by ordinance, and to consider all users in transportation-related projects.

By adopting a Complete Streets ordinance, the City of Kennewick reinforces its commitment to promoting Complete Streets elements of walking, bicycling, access to transit, and streetscape aesthetics.

As a part of this policy, Public Works is required to report on the transportation projects completed in the prior year, and those planned for the coming year, and the complete streets elements that are contained in the projects (i.e. amount of sidewalks, paths, bicycle lanes, public transportation facilities and streetscapes).

Alternatives

None.

Fiscal Impact

None.

Through	Heath Mellotte May 10, 07:38:44 GMT-0700 2022
Dept Head Approval	Cary Roe May 12, 10:19:58 GMT-0700 2022
City Mgr Approval	Marie Mosley May 13, 09:23:58 GMT-0700 2022

Attachments:

Recording Required?

Complete Streets Annual Report for Year 2021



City Council Meeting

May 17, 2022

John Cowling, P.E.

Deputy Public Works Director



Complete Streets Policy Ordinance

- Adopted by City Council April 18, 2017
- Affirms Kennewick's commitment to provide safe and convenient access to all users, including pedestrians, bicyclists, motorists and public transportation.
- **Requires annual report** on complete streets activities



Complete Streets Constructed in 2021

2021 Kennewick Complete Streets Summary							
Project	New Sidewalks (Ft)	New ADA Ramps (Each)	New Bike Lane & Paths (Ft)	Rect. Rapid Flash Beacon(Each)	New Ped Crossings (Each)	New Land-scaping (Sq Ft)	Trip Hazards Eliminated(Each)
Development Pedestrian Impv'ts	20,385	177		6	3		
P2101 City-Wide Asphalt Overlay		16		-	-		
P2029 Misc Storm Improvements	132						
P2013 Auburn St. Access Restoration		5			1		
P1918 Washington St. Corridor *	860	12		2	1	4,150	
P2108-2021 Curb Repair							10
Totals	21,377	210	-	8	5	4,150	10
*Project was completed using a \$500,000 Complete Streets Grant							



2022 Projects

- Steptoe/Gage Intersection Improvements
 - Widen all four legs of intersection and upgrade signal operation
 - New wider sidewalks and improved pedestrian routes
 - New LED Street Lighting
- 2022 City-Wide Asphalt Overlay-includes ADA ramp upgrades
 - Gage Blvd (Steptoe to Center Parkway)
 - W. 10th Ave. (Columbia Center Blvd. to Kellogg)
 - Okanogan (Columbia Center Blvd. to Quinault Ave.)
 - Clearwater Ave. (Ridgeline to Steptoe)
- Pedestrian Crossing Improvements
 - Improve 15 pedestrian Xings with RRFB flashing beacons
 - \$855K Federal Grant
- Community Development Block Grant (HUD)
 - Install 1,600 LF of new sidewalk on Canal Drive(SR 395 to Carmichael)
 - Install 615 LF of new sidewalk on 6th Ave. (Vancouver to Tacoma)
- 2022 Misc. Sidewalk Project – Annual Program
 - Identified over 500 LF of sidewalk and 10 ADA ramps for replacement



Questions?



Council Agenda Coversheet



Agenda Item Number	4.f.	Council Date	05/17/2022
Agenda Item Type	Contract/Agreement/Lease		
Subject	Hearing Examiner Agreement		
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

Confirm the appointment of Andrew Kottkamp as Hearing Examiner and authorize the City Manager to enter into the proposed contract for Hearing Examiner services.

Motion for Consideration

I move to confirm the appointment of Andrew Kottkamp as Hearing Examiner and authorize the City Manager to enter into the proposed contract for Hearing Examiner services.

Summary

On March 27, 2022 James Driscoll the City of Kennewick Hearing Examiner, provided notice of his retirement effective July 1, 2022. Staff published a Request for Qualifications and Proposals with the Hearing Examiners Association of Washington. The City received two responses, one from Andrew Kottkamp who is located in Wenatchee and one from Sound Law Center in Seattle. The Council Interview Committee, City Manager, Planning Director and the City Attorney conducted interviews on April 7, 2022. Based upon the materials submitted, the interview discussions of the Committee and input from staff, the Interview Committee is recommending Council authorize the City Manager to appoint Andrew Kottkamp to be the City's Hearing Examiner. Mr. Kottkamp has extensive experience as a Hearing Examiner deciding a wide variety of land use matters for a number of jurisdictions in Eastern Washington. Mr. Kottkamp is currently the Hearing Examiner for the City of Pasco and the City of Walla Walla in addition to serving as the Hearing Examiner for several counties. The term for the proposed agreement is three years, Mr. Kottkamp's hourly rate for all work as the Hearing Examiner is \$250 per hour. The Interview Committee and staff are recommending Council approve a motion confirming the appointment of Andrew Kottkamp and authorizing the City Manager to enter in to proposed contract for Hearing Examiner services.

Alternatives

None

Fiscal Impact

None

Through	Kristi Johnson May 04, 13:22:56 GMT-0700 2022
Dept Head Approval	Lisa Beaton May 04, 14:49:20 GMT-0700 2022
City Mgr Approval	Marie Mosley May 13, 09:27:36 GMT-0700 2022

Attachments: Agreement

Recording Required?

HEARING EXAMINER AGREEMENT
BETWEEN
ANDREW L. KOTTKAMP
AND
CITY OF KENNEWICK

THIS AGREEMENT is entered into on the date last below written between the CITY OF KENNEWICK, WASHINGTON (“City”) and ANDREW L. KOTTKAMP, hereinafter called “the Hearing Examiner.”

WHEREAS, the City desires to retain the services of a Hearing Examiner; and

WHEREAS, the City has passed Ordinance 5321 and Ordinance 5322 creating the Office of the Hearing Examiner under the Kennewick Municipal Code, Chapter 4.02, to provide a single, efficient, integrated, land use regulatory decision-making process and public hearing system; to render land use regulatory decisions, provide a greater degree of due process in land use regulatory decision-making and public hearings; to provide a single, efficient integrated system for hearing appeals of administrative decisions and provide a forum to hear other matters as established by City Code; and

WHEREAS the City is therefore prepared to engage the services of the Hearing Examiner to provide the necessary Hearing Examiner Services; and

WHEREAS, the Hearing Examiner has represented to the City that the Hearing Examiner is in compliance with the professional registration statutes of the State of Washington, and has signified a willingness to furnish Hearing Examiner services to the City; NOW, THEREFORE,

IN CONSIDERATION of the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. Services by Hearing Examiner. The City hereby retains the Hearing Examiner to perform the professional services described in the scope of work, which is attached hereto as Exhibit A, and incorporated herein by reference. The Hearing Examiner shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this Agreement.
2. Payment.
 - A. The City shall pay the Hearing Examiner at the rate(s) set forth in Exhibit A for all services performed and expenses incurred under this Agreement. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the services.

- B. The Hearing Examiner shall maintain time and expense records and provide them to the City, along with invoices for services rendered, in a timely manner and in a format acceptable to the City for work performed to the date of the invoice.
 - C. Invoices shall be submitted no more frequently than once per month. All invoices shall be paid by the City within 30 days of receipt of a proper invoice, unless the City gives notice that the invoice is in dispute.
 - D. The Hearing Examiner shall keep time, expense, billing, and other business records pertaining to this Agreement available for inspection by City representatives during the Hearing Examiner's normal business hours for three (3) years after final payment. Copies shall be made available upon the City's request. The copies will be provided without cost if required to substantiate any billing of the Hearing Examiner, but the Hearing Examiner may charge the City for copies requested for any other purpose.
 - E. If the services rendered do not meet the requirements of this Agreement, the Hearing Examiner will correct or modify the work to comply with the terms of this Agreement. Correction of typographical and other clerical errors made by the Hearing Examiner shall be made at no cost to the City. The City may withhold payment for services that do not meet the requirements of this Agreement until the work is corrected.
3. Discrimination and Compliance with Laws.
- A. The Hearing Examiner agrees not to discriminate against any employee or applicant for employment or any other person in performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstances prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.
 - B. The Hearing Examiner shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.
 - C. Violation of this Paragraph 3 shall be a material breach of this Agreement and grounds for cancellation, termination or suspension of this Agreement by the City, in whole or in part, and may result in ineligibility for further work for the City.
4. Term and Termination of Agreement.
- A. This Agreement shall commence on JULY 1, 2022, and remain in effect until June 30, 2025, unless sooner terminated or unless the City and the Hearing Examiner mutually agree in writing to extend the term of said Agreement.
 - B. This Agreement may be terminated by the City, without cause, upon ninety (90) days written notice. The Hearing Examiner, without cause, upon ninety (90) days

written notice, may terminate this Agreement. In the event of termination, all finished or unfinished documents, reports, or other material or work of the Hearing Examiner, pursuant to this Agreement, shall be submitted to the City, and the Hearing Examiner shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination.

5. Renewal. This Agreement may be renewed at the City's option. The City shall notify the Hearing Examiner of the City's desire to renew at least thirty (60) days in advance of the expiration date of the then-current term. The City or Hearing Examiner may propose changes in any specific term of this Agreement, including, but not limited to, the flat fee and hourly rate set forth on Exhibit A as part of the renewal and any such changes shall become a part of the Agreement for the renewal term if the parties mutually agree. In the event that a new Agreement is not negotiated prior to the end of the term, the Agreement shall automatically renew for a period of three months.

6. Notices. All notices affecting the terms of this Agreement shall be in writing and shall be given in person, by U.S. mail, or by courier services with confirmation of receipt, to the addresses set forth below:

Hearing Examiner:

Andrew Kottkamp
Kottkamp, Yedinak & Esworthy P.L.L.C.
435 Orondo Ave.
P.O. Box 1667
Wenatchee, WA 98801

City:

Marie Mosley
City Manager
City of Kennewick
210 W. 6th Avenue
Kennewick, WA 99336

7. Ownership of Work Products. The City shall keep the official record in each Hearing Examiner matter and all primary copies of exhibits. The Hearing Examiner shall possess only secondary, working copies of all data, materials, reports, memoranda and any other documents or recordings developed under this Agreement. Upon notice of termination, consistent with Section 4 above, the Hearing Examiner shall complete any outstanding, unfinished matter within 90 days and consistent with state law. All completed decisions shall become the property of the City. The City agrees that if it uses products prepared by the Hearing Examiner for purposes other than those intended in this Agreement, it does so at its sole risk and it agrees to hold the Hearing Examiner harmless from such use. Upon termination of this Agreement, the Hearing Examiner shall return any working copies in their possession, as requested by the City, but shall be entitled to retain attorney work product.

8. General Administration and Management. For matters involving land use decisions or appeals, City of Kennewick Planning Director, or their designee, shall be responsible for

coordinating the work of the Hearing Examiner, shall provide any necessary information for and direction of the Hearing Examiner's services in order to ensure that such services meet the requirements of this Agreement, and shall be responsible for reviewing, monitoring, and approving the quality of such work. For matters involving administrative appeals, the City Clerk shall be responsible for coordinating the work of the Hearing Examiner. The parties understand that the Hearing Examiner will work independently and without direct supervision and that, the only direction provided by the City will be administrative in nature.

9. Disputes. Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the Hearing Examiner and the City shall be referred for resolution to a mutually acceptable mediator. The parties shall each be responsible for one-half of the mediator's fees and costs.
10. Legal Representation. Except in cases where the City elects to appeal or challenge an action or decision of the Hearing Examiner, the City will actively represent the Hearing Examiner and defend any and all legal challenges to or appeals of any action taken and/or decision rendered by the Hearing Examiner when acting within the scope of the quasi-judicial duties called for by this Agreement, to the same extent as it would for any other City quasi-judicial decision-maker. The costs of such legal representation shall not be charged to the Hearing Examiner as long as the actions taken, and/or the decision rendered, are within the scope of the quasi-judicial duties called for in this Agreement. The City reserves the right to settle any such appeal or legal challenge to any such action or decision in any manner deemed appropriate by the City, with or without consulting with or obtaining the consent of the Hearing Examiner. In the event that any action taken, and/or decision rendered, is determined to be outside the scope of the Hearing Examiner's quasi-judicial duties, the City shall have no obligation to represent or defend the Hearing Examiner or any action taken, and/or decision rendered, and the Hearing Examiner's indemnity obligations set forth in this Agreement shall apply.
11. Indemnity. The Hearing Examiner agrees to hold harmless, indemnify and defend the City, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the Hearing Examiner, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the Hearing Examiner, its officers, agents, or employees, in connection with the services required by this Agreement, provided, however, that:
 - A. The Hearing Examiner's obligations to indemnify, defend, and hold harmless shall not extend to injuries, sickness, death, or damage caused by, or resulting from the willful misconduct or negligence of the City, its officers, agents or employees; and
 - B. The Hearing Examiner's obligations to indemnify, defend, and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the Hearing Examiner and the City, or of the Hearing Examiner and a third party, other than an officer, agent, or employee of

the Hearing Examiner, shall apply only to the extent of the negligence or willful misconduct of the Hearing Examiner.

C. The City agrees to hold harmless, indemnify and defend the Hearing Examiner from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the City, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the City, its officers, agents or employees in connection with the services required by this Agreement, provided, however, that the City's obligation to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the willful misconduct or negligence of the Hearing Examiner.

D. Notwithstanding the provisions of Paragraph C above, the City agrees to indemnify, defend and hold the Hearing Examiner harmless from any and all claims, losses, actions, and liabilities (including costs and attorney fees) to or by any and all persons or entities, the basis for which is the decision of the Hearing Examiner performed in the normal course of the Hearing Examiner's duties for the City.

12. City Business License. The Hearing Examiner has obtained, or agrees to obtain, a business license from the City prior to commencing to perform any services under this Agreement. The Hearing Examiner will maintain the business license in good standing throughout the term of this Agreement.
13. Subletting or Assigning Agreement. Neither the City nor the Hearing Examiner shall assign or subcontract any rights, duties or interests accruing from this Agreement without the express prior written consent of the other.
14. Further Support. The City makes no commitment and assumes no obligations for the support of the Hearing Examiner's activities except as set forth in this Agreement.
15. Independent Contractor. The Hearing Examiner is, and shall be at all times during the term of this Agreement, an independent contractor. The City shall not be liable for, nor obligated to pay to the Hearing Examiner, or any employee of the Hearing Examiner, sick leave, vacation pay, overtime or any other benefit applicable to employees of the City, nor to pay or deduct any social security, income tax or other tax from the payments made to the Hearing Examiner which may arise as an incident of the Hearing Examiner performing services for the City. The City shall not be obligated to pay industrial insurance for the services rendered by the Hearing Examiner.
16. Compliance and Governing Law. The Hearing Examiner shall, at all times, comply with all applicable federal, state, and local laws, rules, ordinances, and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

17. Non-Waiver. Payment for any part of the work or services by the City shall not constitute a waiver by the City of any remedies of any type it may have against the Hearing Examiner for any breach of the Agreement by the Hearing Examiner, or for failure of the Hearing Examiner to perform work required of it under the Agreement with the City. Waiver of any right or entitlement under this Agreement by the City shall not constitute waiver of any other right or entitlement.

18. Litigation. In the event either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for Benton County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right to appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The Hearing Examiner hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for Benton County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

19. Taxes. The Hearing Examiner will be solely responsible for the payment of any and all applicable taxes related to the services provided under this Agreement and if such taxes are required to be passed through to the City by law, the same shall be duly itemized on any billings submitted to the City by the Hearing Examiner.

20. Entire Agreement. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the ____ day of May, 2022.

CITY OF KENNEWICK

HEARING EXAMINER

By: _____
 MARIE E. MOSLEY, City Manager

By:  _____
 ANDREW L. KOTTKAMP

Approved as to form:

By: _____
 LISA BEATON, City Attorney

EXHIBIT A

SCOPE OF WORK

1. Scope of Work. The Hearing Examiner shall perform all services and provide all goods as identified below.
2. City Direction. All duties shall be performed pursuant to the direction of the City Manager, the Planning Director or other designee.
3. Designated Hearing Examiner. The City of Kennewick hereby designates Andrew L. Kottkamp as the City's Hearing Examiner
4. Hearing Examiner Responsibilities.
 - a. The Hearing Examiner shall provide services and fulfill duties set forth in the following:
 - i. Kennewick Municipal Code, Section 4.02.080, Hearing Examiner Duties;
 - ii. Such other matters as may be designated by Council;
 - iii. Review Rules of Procedure for conducting hearings and update where needed;
 - iv. Code Enforcement Appeals per KMC 9.44; and
 - v. Annual Presentations to Council.
 - b. Additional services and duties described by new ordinances, regulations, or procedures may be added by written agreement of the parties. At the time additional duties are added, compensation for such duties shall be negotiated in a separate scope of work.
 - c. The Hearing Examiner will work independently and without direct supervision. They will remain fully knowledgeable regarding the City of Kennewick zoning codes and all other City codes, ordinances, resolutions, regulations or policies affecting the areas of concern related to the Hearing Examiner's duties. The City will provide all municipal codes, ordinances, resolutions, regulations, policies, guidelines, and revisions thereto, necessary for the Hearing Examiner to maintain the required level of knowledge and understanding.
5. Schedule of Hearings.
 - a. Hearings will be regularly scheduled for the second Monday evening of every month. The Hearing Examiner or Planning Staff may, on occasion, request to conduct hearings on alternative days of the month per the availability of the Hearing Examiner and the mutual agreement of the parties, without amendment of this Agreement.

- b. The City Staff member who acts as the primary contact for the Hearing Examiner shall contact the Hearing Examiner at the earliest date upon which it is known that a docket will be held, in all cases in advance of publication of notice of hearing.
6. Performance Standard. All duties shall be performed to the City's satisfaction, including, but not limited to, conducting orderly and impartial hearings, creating a professional and courteous environment for applicants, citizens and staff; and timely preparing findings of fact and conclusion of law, which are clear and based on sound reasoning and all applicable law. When deemed appropriate by the Hearing Examiner, he will make site visits to familiarize himself with the site of the proposed land use and surrounding areas.
7. Administrative Support. The City of Kennewick will provide administrative support services to the Hearing Examiner. These include:
 - a. Coordinate and assign hearing schedule with Hearing Examiner and City Departments;
 - b. Advertise hearings according to legal requirements;
 - c. Attend all hearings to setup meeting room, record and create a record of the hearings;
 - d. Maintain the official City file for each case;
 - e. Perform administrative duties for the Hearing Examiner as required;
 - f. Coordinate distribution of Hearing Examiner's decisions to City departments and all Parties of Record;
 - g. Screen correspondence, email, and telephone calls to the Hearing Examiner in an effort to assure that prohibited *ex parte* contacts are not made;
 - h. Process and approve all Hearing Examiner invoices;
 - i. Oversee any contract changes on an annual basis; and
 - j. Keep the Hearing Examiner apprised of all ordinance amendments or enactments relating to the provisions governing land use and Hearing Examiner services by sending copies of ordinances as soon as possible after adoption.
8. Compensation. In consideration of the Hearing Examiner performing the services under the Scope of Work, the City agrees to pay the Hearing Examiner as follows:
 - a. A fee of \$250.00 per hour will be paid for time spent reviewing applications, conducting hearings, site visits, reviewing facts and writing decisions, issuing pre-hearing and post-hearing orders, orders pursuant to motions made by parties, and conducting pre-hearing conferences for each item assigned per Section 4 a. of this Scope of Work.
 - b. In the event that a pre-hearing conference results in cancellation of the hearing date (due to settlement, withdrawal, or dismissal) the pre-hearing conference and associated preparation time shall be billed at the hourly rate noted above.

- c. Hearings conducted by the Hearing Examiner may be conducted via Zoom or a hybrid version wherein the Hearing Examiner is present by Zoom but the participants and staff are in person. In the event participants request the Hearing Examiner to be present/in person for the hearing, the City will pay a fee of \$135 per hour for the Hearing Examiner's travel time.
9. Term of Agreement. This Agreement shall commence on July 1, 2022, and continue through June 30, 2025. The Agreement may be extended for additional periods upon mutual agreement of the City and the Hearing Examiner, and with appropriate modifications as negotiated and agreed by the parties, per Section 5 of this Agreement.
10. Access to City Legal Staff and Documents. The Hearing Examiner shall be entitled to consult with the City's legal staff and to have access to such City legal documents and supporting materials as may be necessary to fulfill the functions of the Hearing Examiner's office, provided that such consultation and access can be permitted within the bounds of professional ethics and standards applicable to the Hearing Examiner and the City legal staff, and without jeopardizing the integrity of any pending proceedings before the Hearing Examiner. In the event of conflict perceived by either City legal staff, or the Hearing Examiner, the City shall provide access to alternate legal counsel as may be required by the Hearing Examiner to perform his/her duties under this Agreement.
11. Advice to the City. The Hearing Examiner will meet with City staff and City Council as needed and scheduled by the City, to advise the City regarding clarity and adequacy of City codes, regulations, and procedures, and other legal issues bearing on land use, and other matters relating to the Hearing Examiner's duties and responsibilities. If additional meetings are required from time-to-time, the Hearing Examiner and the City will mutually agree on time, place, and participants to be included in such discussions. The Hearing Examiner will coordinate his assessment and his advice to the City at least annually to identify issues and confer on possible actions the City might take to improve its codes, regulations, and/or processes. Hearing Examiner time spent on such advisory duties will be compensated at the same professional rate agreed above.

Council Agenda Coversheet



Agenda Item Number	4.g.	Council Date	05/17/2022
Agenda Item Type	Contract/Agreement/Lease		
Subject	NW HIDTA Fiduciary Contract		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

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

Recommendation

That City Council authorize the City Manager to sign a service agreement with one additional Northwest High Intensity Drug Trafficking Area (HIDTA) contractor.

Motion for Consideration

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

Summary

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

Alternatives

None recommended.

Fiscal Impact

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

Through	Denise Winters May 10, 09:04:58 GMT-0700 2022
Dept Head Approval	Dan Legard May 10, 11:45:01 GMT-0700 2022
City Mgr Approval	Marie Mosley May 13, 09:30:31 GMT-0700 2022

Attachments: Agreement

Recording Required?

CONTRACTOR: Michael J. Mizer
AGENCY: City of Kennewick
PROJECT: Northwest HIDTA Drug Intelligence Officer
AMOUNT: \$51,477.27
FUND SOURCE: High Intensity Drug Trafficking Area Grant
DURATION: June 6, 2022 through December 31, 2022

AGREEMENT FOR NORTHWEST HIDTA DRUG INTELLIGENCE OFFICER SERVICES

THIS Agreement for Northwest HIDTA (“HIDTA”) Drug Intelligence Officer (DIO) Services (“Agreement”) is made by and between the CITY OF KENNEWICK, a political subdivision of the State of Washington, as a fiscal fiduciary for HIDTA (the “City”), and MICHAEL J. MIZER, an individual (the “Contractor”).

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

1. SCOPE OF SERVICES TO BE PROVIDED BY CONTRACTOR.

Contractor agrees to perform DIO services for HIDTA. These services include, but are not limited to:

- 1.1 Disseminating drug-related intelligence throughout Washington State;
- 1.2 Coordinating with HIDTA National Overdose Response Strategy personnel and DIOs throughout the United States;
- 1.3 Working with public health analysts and other representatives from the Centers for Disease Control and Prevention in furtherance of joint initiatives and policy considerations;
- 1.4 Tracking certain arrests and making appropriate notifications;
- 1.5 Serving as a clearinghouse for information requests from public and private entities;
- 1.6 Establishing points of contact with key federal, state, local, and tribal representatives to:
 - 1.6.1 Promote awareness and increase collaboration;
 - 1.6.2 Coordinate meetings, training, and outreach opportunities;

- 1.6.3 Manage use of central databases ensuring the timely exchange of information;
- 1.7 Conducting interviews and liaising with members of public health, law enforcement, and the private sector to stay abreast of fluctuating drug threats and trends;
- 1.8 Preparing written reports and making presentations; and
- 1.9 Performing other duties as directed by competent authority.

2. TIME OF PERFORMANCE.

This Agreement shall govern services rendered beginning June 6, 2022, and ending December 31, 2022, unless this Agreement is terminated earlier as provided in Section 11.

3. INDEPENDENT CONTRACTOR.

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

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

4. CONDITIONS OF EMPLOYMENT.

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

5. COMPENSATION.

This Agreement, particularly the payment by the City to the Contractor of a salary and travel reimbursement, is contingent on funding by a Grant/Award and made available through ONDCP. Provided sufficient funding is available, the City will pay the Contractor a total salary of \$51,477.27 for the services provided under this

Agreement. One (1) payment of \$2,727.27 will be issued June 10, 2022. The remaining payments will be made in thirteen (13) substantially equal, semi-monthly installments. In addition to this salary, and provided sufficient funding is available, the City will reimburse the Contractor for necessary travel expenses incurred during the performance of the Agreement.

6. OWNERSHIP.

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

7. CHANGES.

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

8. REVIEW AND APPROVAL.

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

9. HOLD HARMLESS AND INDEMNIFICATION.

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

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

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

10. COMPLIANCE WITH LAWS.

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

11. TERMINATION.

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

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

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

12. NON-ASSIGNMENT.

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

13. CONFLICTS BETWEEN ATTACHMENTS AND TEXT.

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

14. GOVERNING LAW AND STIPULATION OF VENUE.

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

15. SEVERABILITY.

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

16. INTEGRATION.

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

17. NON-DISCRIMINATION.

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

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

18. ENTIRE AGREEMENT.

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

19. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY.

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

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

CONTRACTOR

MICHAEL J. MIZER

Date

CITY OF KENNEWICK

MARIE E. MOSLEY, City Manager

Date

Approved as to form:

LISA BEATON, City Attorney

Date

EXECUTION APPROVED BY NORTHWEST HIDTA EXECUTIVE BOARD

CHRIS GUERRERO, Executive Board Chair

Date

Council Agenda Coversheet	Agenda Item Number	4.h.	Council Date	05/17/2022	Consent Agenda	<input checked="" type="checkbox"/>	
	Agenda Item Type	Contract/Agreement/Lease				Ordinance/Reso	<input type="checkbox"/>
	Subject	2022 City-Wide Asphalt Overlay Contract				Public Mtg / Hrg	<input type="checkbox"/>
	Ordinance/Reso #		Contract #		Other	<input type="checkbox"/>	
	Project #	P2123	Permit #		Quasi-Judicial	<input type="checkbox"/>	
	Department	Public Works					

Recommendation

That City Council award Contract P2123 - 2022 Asphalt Overlay Contract to Inland Asphalt Company in the amount of \$1,496,967.75, plus a 10% contingency amount of \$149,696.78, for a total amount of \$1,646,664.53.

Motion for Consideration

I move to award Contract P2123 - 2022 Asphalt Overlay Contract to Inland Asphalt Company in the amount of \$1,496,967.75, plus a 10% contingency amount of \$149,696.78, for a total amount of \$1,646,664.53.

Summary

Four (4) bids were received on May 10, 2022 at 2:00 p.m.

Inland Asphalt Co.	\$ 1,496,967.75	Engineer's Estimate:	\$ 1,748,571.25
Central Paving LLC	\$ 1,542,351.00		
Granite Construction Co.	\$ 1,737,166.80		
Central Washington Asphalt, Inc.	\$ 2,044,351.50		

This project is for Hot Mix Asphalt (HMA) improvements for the following streets:

- Gage Blvd. (Steptoe St. to N. Center Pkwy.)
- W. Okanogan Pl. (S. Columbia Center Blvd. to W. Quinault Ave.)
- W. 10th Ave. (S. Columbia Center Blvd to S. Kellogg St.)

Work will involve planing (grinding) as called for on the plans, HMA overlay, patching of miscellaneous failed areas, concrete sidewalk ramp upgrades, pavement lane striping, cross walks, stop bars, markings, cast-in-place traffic curbing and other related work.

State law requires that we award contracts to a responsible bidder with the lowest responsive bid. We have reviewed all bids and determined them all to be responsive. We are recommending award of this project to Inland Asphalt Co., who we have determined to be a responsive bidder with the lowest responsive bid.

Alternatives

None recommended.

Fiscal Impact

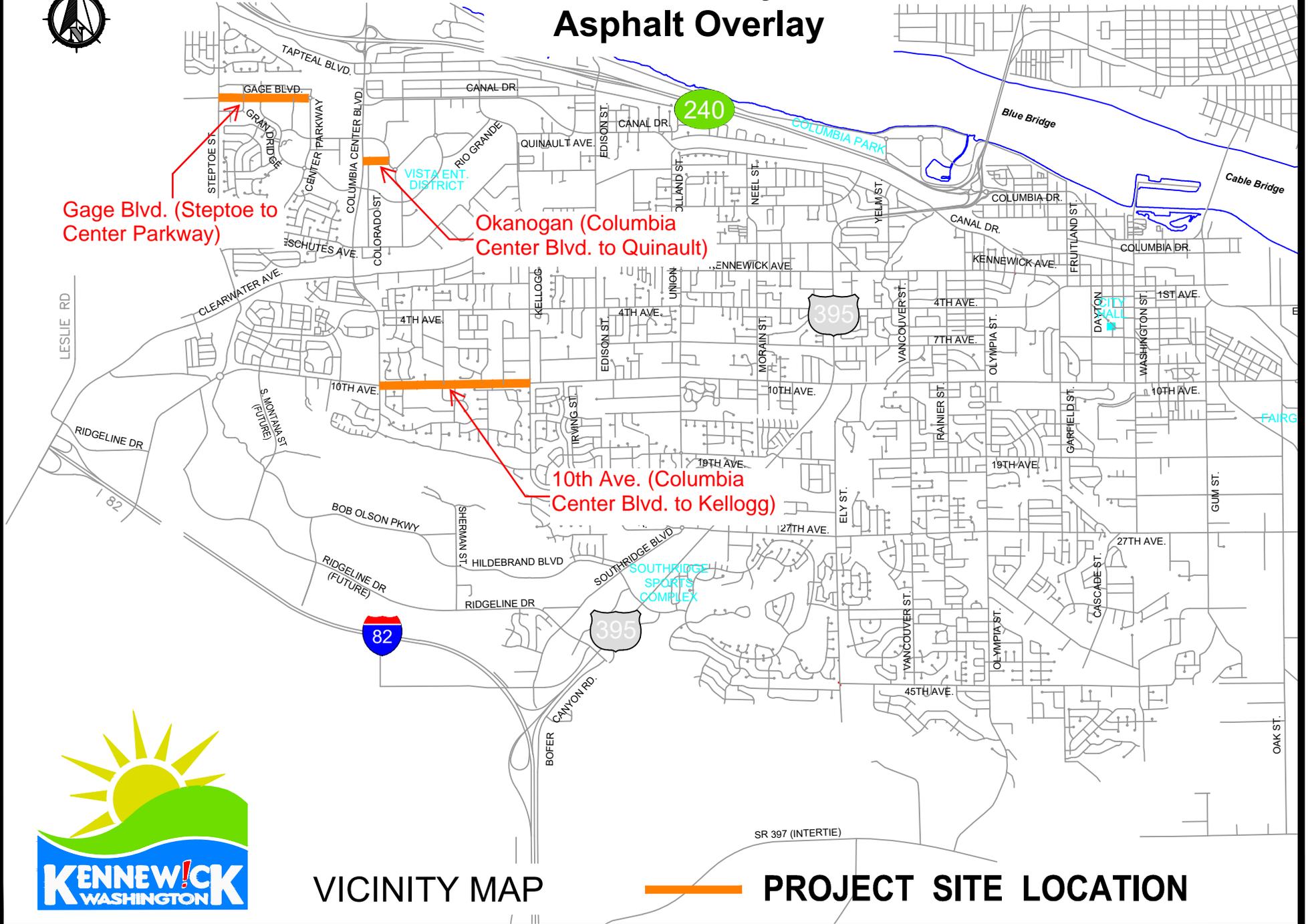
Contract Budget: Arterial Street Fund
 2022 Local Pavement Preservation \$1,646,700.

Through	Heath Mellotte May 10, 15:49:20 GMT-0700 2022	Attachments: <input type="text" value="MAP"/>
Dept Head Approval	Cary Roe May 12, 10:19:06 GMT-0700 2022	
City Mgr Approval	Marie Mosley May 13, 09:40:35 GMT-0700 2022	

Recording Required?



P2123 2022 City-Wide Asphalt Overlay



VICINITY MAP



PROJECT SITE LOCATION

Council Agenda Coversheet	Agenda Item Number	4.i.	Council Date	05/17/2022	Consent Agenda	<input checked="" type="checkbox"/>	
	Agenda Item Type	Contract/Agreement/Lease				Ordinance/Reso	<input type="checkbox"/>
	Subject	Steptoe/Gage Intersection Supplement				Public Mtg / Hrg	<input type="checkbox"/>
	Ordinance/Reso #		Contract #		Other	<input type="checkbox"/>	
	Project #	P2012	Permit #		Quasi-Judicial	<input type="checkbox"/>	
	Department	Public Works					

Recommendation

That City Council authorize the Mayor to sign the Local Agency Agreement Supplement #3 and Project Prospectus with the Washington State Department of Transportation to obligate construction funding for the Steptoe/Gage Intersection Project.

Motion for Consideration

I move to authorize the Mayor to sign the Local Agency Agreement Supplement #3 and Project Prospectus with the Washington State Department of Transportation to obligate construction funding for the Steptoe/Gage Intersection Project.

Summary

The original Local Agency Agreement which obligated a Federal grant through the Surface Transportation Block Group program for the design phase for the Steptoe/Gage Intersection Improvements project was approved at the Feb. 18, 2020 Council meeting. Supplement No. 1 was approved at the March 2, 2021 Council meeting to obligate funding for the Right of Way (ROW) phase. Supplement No. 2 was approved at the December 7, 2021 Council meeting to pre-purchase signal equipment, which typically have long lead times for fabrication and delivery. This Supplement No. 3 will obligate funding for the actual construction of the intersection improvement project.

The overall scope of the intersection improvements include construction of dual left turn lanes on all approaches as well as providing new dedicated right turn lanes on the southbound and eastbound lanes. Traffic signal timing will be optimized with this configuration along with the elimination of split phase timing. Major utility relocations will also be required in order to accommodate the intersection improvements.

The total project cost is estimated at \$3,730,000. The attached Supplement and Project Prospectus is for obligating funds for the construction phase of the project, which is estimated at \$3,000,000.

Alternatives

Not construct.

Fiscal Impact

Urban Arterial Street Fund: \$405,000 (City of Richland is partnering with a 25% match)

Federal Match: \$2,595,000

Through	Heath Mellotte May 11, 14:33:55 GMT-0700 2022	Attachments: Supplement Prospectus <input type="checkbox"/> Recording Required?
Dept Head Approval	Cary Roe May 12, 10:17:04 GMT-0700 2022	
City Mgr Approval	Marie Mosley May 13, 09:43:52 GMT-0700 2022	



Agency City of Kennewick		Supplement Number 3
Federal Aid Project Number STP(UL)-9903(019)	Agreement Number LA 9791	CFDA No. 20.205 - Highway Planning and Construction

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

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

Project Description

Name Steptoe Street and Gage Boulevard Intersection Improvements

Length 0.1

Termini Steptoe Street and Gage Boulevard Intersection

Description of Work No Change

Reason for Supplement

Construction Funding

Are you claiming indirect cost rate? Yes No

Project Agreement End Date 12/31/2026

Advertisement Date

08/02/2022

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE 86.5 %	a. Agency	329,000.00		329,000.00	44,415.00	284,585.00
	b. Other			0.00		
Federal Aid Participation Ratio for PE	c. Other			0.00		
	d. State Services	1,000.00		1,000.00	135.00	865.00
	e. Total PE Cost Estimate (a+b+c+d)	330,000.00	0.00	330,000.00	44,550.00	285,450.00
Right of Way 86.5 %	f. Agency	51,367.00		51,367.00	6,935.00	44,432.00
	g. Other Consultant	76,370.00		76,370.00	10,310.00	66,060.00
Federal Aid Participation Ratio for RW	h. Other Acquisition	271,263.00		271,263.00	36,620.00	234,643.00
	i. State Services	1,000.00		1,000.00	135.00	865.00
	j. Total R/W Cost Estimate (f+g+h+i)	400,000.00	0.00	400,000.00	54,000.00	346,000.00
Construction 86.5 %	k. Contract		2,580,000.00	2,580,000.00	348,300.00	2,231,700.00
	l. Other Signal Equipment	181,000.00	49,000.00	230,000.00	31,050.00	198,950.00
	m. Other Utility Relocates		118,000.00	118,000.00	15,930.00	102,070.00
Federal Aid Participation Ratio for CN	n. Other			0.00		
	o. Agency		70,000.00	70,000.00	9,450.00	60,550.00
	p. State Services	600.00	1,400.00	2,000.00	270.00	1,730.00
	q. Total CN Cost Estimate (k+l+m+n+o+p)	181,600.00	2,818,400.00	3,000,000.00	405,000.00	2,595,000.00
	r. Total Project Cost Estimate (e+j+q)	911,600.00	2,818,400.00	3,730,000.00	503,550.00	3,226,450.00

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

Agency Official

By
Title Mayor, City of Kennewick
Agency Date

Washington State Department of Transportation

By
Director, Local Program
Date Executed

Agency City of Kennewick		Supplement Number 3
Federal Aid Project Number STP(UL)-9903(019)	Agreement Number LA 9791	CFDA No. 20.205 - Highway Planning and Construction

VI. Payment and Partial Reimbursement

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

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

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

VII. Audit of Federal Consultant Contracts

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

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

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

IX. Payment of Billing

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

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

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

VIII. Single Audit Act

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

XVII. Assurances

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

Instructions

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



**Local Agency Federal Aid
Project Prospectus**

Prefix	Route	()	Date	5/11/2022
Federal Aid Project Number	STP(UL)	9903	DUNS Number	040187544
Local Agency Project Number	P2012-22	(WSDOT Use Only)		Federal Employer Tax ID Number
		91-6001253		

Agency City of Kennewick	CA Agency <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other
Project Title Steptoe Street / Gage Boulevard Intersection	Start Latitude N 46d13'37" End Latitude N 46d13'37"	Start Longitude W 119d14'38" End Longitude W 119d14'38"
Project Termini From-To Steptoe and Gage Intersection	Nearest City Name Kennewick	Project Zip Code (+4) 99336-0108
Begin Mile Post	End Mile Post	Length of Project .10
		Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad
Route ID 140001010	Begin Mile Point	End Mile Point
		City Number 0610
		County Number 03
		County Name Benton
WSDOT Region South Central Region	Legislative District(s) 8	Congressional District(s) 4th
		Urban Area Number 4

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.	\$330,000	\$44,600	\$285,400	2020	
R/W	\$400,000	\$54,000	\$346,000	2021	
Const.	\$3,000,000	\$405,000	\$2,595,000	2022	
Total	\$3,730,000	\$503,600	\$3,226,400		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width Steptoe 66' and 72', Gage 70' and 78'	Number of Lanes 5 and 6
--	----------------------------

Steptoe: 2 lanes each for north south traffic, shared left and right turn southbound, left and right northbound.
Gage: 2 lanes each for east west traffic with left turn lanes east and west bound, one west bound right turn lane.

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)
Improvements consist of providing dual left turn lanes on each approach as well as new dedicated right turn lanes on the southbound and eastbound legs. Traffic signal timing will be optimized with this configuration along with the elimination of split phase timing.

Local Agency Contact Person Ryan J. Durham	Title Senior Design Engineer	Phone (509) 585-4385
Mailing Address P.O.Box 6108	City Kennewick	State WA
		Zip Code 99336-0108
Project Prospectus	By _____ Approving Authority	
	Title Deputy Public Works Director	Date

Agency City of Kennewick	Project Title Steptoe Street / Gage Boulevard Intersection	Date 5/11/2022
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Type of Proposed Work			
Project Type (Check all that Apply)		Roadway Width	Number of Lanes
<input type="checkbox"/> New Construction	<input type="checkbox"/> Path / Trail	<input type="checkbox"/> 3-R	87-98
<input checked="" type="checkbox"/> Reconstruction	<input type="checkbox"/> Pedestrian / Facilities	<input checked="" type="checkbox"/> 2-R	7-8
<input type="checkbox"/> Railroad	<input type="checkbox"/> Parking	<input type="checkbox"/> Other	
<input type="checkbox"/> Bridge			

Geometric Design Data		
Description	Through Route	Crossroad
Federal Functional Classification	<input checked="" type="checkbox"/> Principal Arterial	<input checked="" type="checkbox"/> Principal Arterial
	<input type="checkbox"/> Minor Arterial	<input type="checkbox"/> Minor Arterial
	<input checked="" type="checkbox"/> Urban	<input checked="" type="checkbox"/> Urban
	<input type="checkbox"/> Rural	<input type="checkbox"/> Rural
	<input type="checkbox"/> NHS	<input type="checkbox"/> NHS
	<input type="checkbox"/> Collector	<input type="checkbox"/> Collector
	<input type="checkbox"/> Major Collector	<input type="checkbox"/> Major Collector
	<input type="checkbox"/> Minor Collector	<input type="checkbox"/> Minor Collector
	<input type="checkbox"/> Local Access	<input type="checkbox"/> Local Access
Terrain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	40	
Design Speed	40	
Existing ADT	Steptoe 27,554	Gage 26,835
Design Year ADT	Steptoe 20,400	Gage 16,500
Design Year	2040	2040
Design Hourly Volume (DHV)	2040	1650

Performance of Work		
Preliminary Engineering Will Be Performed By City of Kennewick	Others %	Agency 100 %
Construction Will Be Performed By Contractor	Contract 100 %	Agency %

Environmental Classification	
<input type="checkbox"/> Class I - Environmental Impact Statement (EIS)	<input checked="" type="checkbox"/> Class II - Categorical Excluded (CE)
<input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement	<input checked="" type="checkbox"/> Projects Requiring Documentation (Documented CE)
<input type="checkbox"/> Class III - Environmental Assessment (EA)	
<input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreements	

Environmental Considerations None.

Agency City of Kennewick	Project Title Steptoe Street / Gage Boulevard Intersection	Date 5/11/2022
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Right of Way

<input type="checkbox"/> No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	<input checked="" type="checkbox"/> Right of Way Needed <input checked="" type="checkbox"/> No Relocation	<input type="checkbox"/> Relocation Required
--	--	--

<p>Utilities</p> <input type="checkbox"/> No utility work required <input type="checkbox"/> All utility work will be completed prior to the start of the construction contract <input checked="" type="checkbox"/> All utility work will be completed in coordination with the construction contract	<p>Railroad</p> <input checked="" type="checkbox"/> No railroad work required <input type="checkbox"/> All railroad work will be completed prior to the start of the construction contract <input type="checkbox"/> All the railroad work will be completed in coordination with the construction contract
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Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

Relocate Cascade Gas Regulator station and pipeline
 Relocate Benton PUD overhead lines, poles and underground power
 Relocate Kennewick - Richland water inter-tie meter, vault and waterline
 Relocate street storm catch basins
 Adjust utilities water valve boxes and meter boxes, storm manholes, communications hand holes and vault manholes.

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? Yes No

Remarks

None.

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Date _____ Agency
 By _____ Mayor/Chairperson

Council Agenda Coversheet



Agenda Item Number	4.j.	Council Date	05/17/2022
Agenda Item Type	Contract/Agreement/Lease		
Subject	Lawrence Scott Park Pickleball Complex		
Ordinance/Reso #		Contract #	K2109-22
Project #	K2109	Permit #	
Department	Parks & Recreation		

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 award Contract K2109-22 Lawrence Scott Park Pickleball Complex to Goodman & Mehlenbacher in the amount of \$1,330,652.18, plus a 10% contingency amount of \$133,065.21, for a total amount of \$1,463,717.40

Motion for Consideration

I move to award Contract K2109 Lawrence Scott Park Pickleball Complex to Goodman & Mehlenbacher in the amount of \$1,330,652.18, plus a 10% contingency amount of \$133,065.21, for a total amount of \$1,463,717.40

Summary

The project, in partnership with Club 509 Pickleball and sponsors, expands the pickleball complex, replaces the undersized and aging restroom, and includes a large gathering shelter. Two undersized pickleball courts and four underutilized and deteriorated tennis courts will be replaced with 12 standard pickleball courts, to compliment the 3 existing pickleball courts and result in a 15-court complex. Work includes the demolition of existing tennis and volleyball courts, grading, alterations to landscaping and irrigation, installation of prefabricated restroom, installation of picnic shelter, concrete flat work, concrete pickleball courts, fencing, court surfacing and all necessary incidentals.

In response to a request for bids through Public Purchasing, five bids were received on May 9, 2022 at 10 am:

- | | |
|-------------------------------------|----------------|
| 1. Goodman Mehlenbacher | \$1,330,652.18 |
| 2. Siefken & Sons | \$1,342,524.04 |
| 3. All Star Construction Group Inc. | \$1,443,949.77 |
| 4. Ray Poland & Sons Inc. | \$1,566,168.11 |
| 5. Total Site Services | \$2,069,652.97 |

The low bidder, Goodman Mehlenbacher, met all responsibility criteria.

Engineer's Estimate \$1,230,018.26

Alternatives

None recommended.

Fiscal Impact

Contract budget breakdown: \$800,000 ARPA funding; \$6,240 Park Mitigation Zone 2W; \$56,300 Park Mitigation Reserve Interest; \$188,112 Park Impact Fees West; \$70,000 Club 509 donations; Corporate sponsorship of \$210,000 over the next 5 years.

Through	Donald Wieber May 11, 10:55:42 GMT-0700 2022
Dept Head Approval	Emily Estes-Cross May 11, 11:21:11 GMT-0700 2022
City Mgr Approval	Marie Mosley May 13, 11:19:33 GMT-0700 2022

Attachments:

Recording Required?



CALL
2 to 10 BUSINESS DAYS
BEFORE YOU DIG

DIAL 811
OR
1-800-424-5555



KENNEW!CK
WASHINGTON
Lawrence Scott Park
Pickleball Courts
Project Concept
PROJECT ACCOUNTING #:
K2109

DATE	5/13/22
DWN	DJW
DES	DJW
CHK	HLM
SHEET	1 OF 1
DWG. NO.	

Drawing Plot / Print Date: 5/13/2022

Council Agenda Coversheet



Agenda Item Number	6.a.	Council Date	05/17/2022
Agenda Item Type	Ordinance		
Subject	Right-Of-Way Vacation 7640 & 7641 W Hildebrand		
Ordinance/Reso #	5980	Contract #	
Project #		Permit #	ENG-2022-6243
Department	Public Works		

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

Recommendation

Staff recommends vacation of public right-of-way at 7640 and 7641 West Hildebrand Boulevard.

Motion for Consideration

I move to adopt Ordinance 5980.

Summary

At the April 19, 2022 Council meeting, the date of May 17, 2022 was set for a public hearing, and all conditions of proper notice have been fulfilled.

Bauder Young Properties, LLC is requesting the vacation of a portion of the old abandoned Hildebrand right-of-way at 7640 and 7641 West Hildebrand Boulevard.

Public Works has assessed this portion of West Hildebrand Boulevard and with the completion of Bob Olson Parkway has determined it is no longer needed.

Alternatives

None recommended.

Fiscal Impact

None.

Through	Heath Mellotte May 09, 07:31:16 GMT-0700 2022
Dept Head Approval	Cary Roe May 09, 07:38:36 GMT-0700 2022
City Mgr Approval	Marie Mosley May 13, 10:08:02 GMT-0700 2022

Attachments: Ordinance Map

Recording Required?

When recorded, return to:

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

CITY OF KENNEWICK
ORDINANCE NO. 5980

AN ORDINANCE RELATING TO VACATION OF STREET RIGHT-OF-WAY
ON A PORTION OF PUBLIC RIGHT-OF-WAY ABUTTING 7640 AND 7641
WEST HILDEBRAND BOULEVARD

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

WHEREAS, the City Council of the City of Kennewick, Washington, by Resolution No. 22-07 initiated proceedings to vacate a portion of right-of-way abutting 7640 And 7641 West Hildebrand Boulevard and by said resolution fixed the ~~19th~~ 17th day of ~~April~~ May, 2022, at 6:30 p.m. at Kennewick City Hall as the time when the vacation of a portion of right-of-way abutting 7640 And 7641 West Hildebrand Boulevard should be heard and determined, and notice of such hearing was given as required by law; and

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

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

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

Parcels 1-0789-400-0001-003, 1-0789-401-3622-003, 1-0789-401-3622-002

Portion of West Hildebrand Boulevard to be vacated:

THAT PORTION OF HILDEBRAND ROAD, ALSO KNOWN AS BENTON COUNTY ROAD 4575, LYING WITHIN A PORTION OF SECTION 7, TOWNSHIP 8 NORTH, RANGE 29 EAST, WILLAMETTE MERIDIAN BEING DESCRIBED AS FOLLOWS:

THAT PORTION OF SAID HILDEBRAND ROAD LYING WITHIN PARCEL 1 AND

PARCEL 2 AS DEPICTED ON RECORD SURVEY 5516, RECORDED UNDER AUDITOR FILE NUMBER 2021-028228, RECORDS OF BENTON COUNTY, WASHINGTON AND THAT PORTION LYING WITHIN LOT 1, SHORT PLAT 3622, RECORDED UNDER AUDITOR FILE NUMBER 2019-026230, RECORDS OF BENTON COUNTY, WASHINGTON;

EXCEPT ANY PORTION LYING WITHIN BOB OLSON PARKWAY AS DEEDED TO THE CITY UNDER AUDITOR FILE NUMBER 2011-036131, RECORDS OF BENTON COUNTY, WASHINGTON.

Section 2. Findings of Fact.

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

Section 3. This ordinance shall be in full force and effect five days from and after its passage and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 17th day of May, 2022, and signed in authentication of its passage this 17th day of May, 2022.

Attest:

W. D. MCKAY, Mayor

TERRI L. WRIGHT, City Clerk

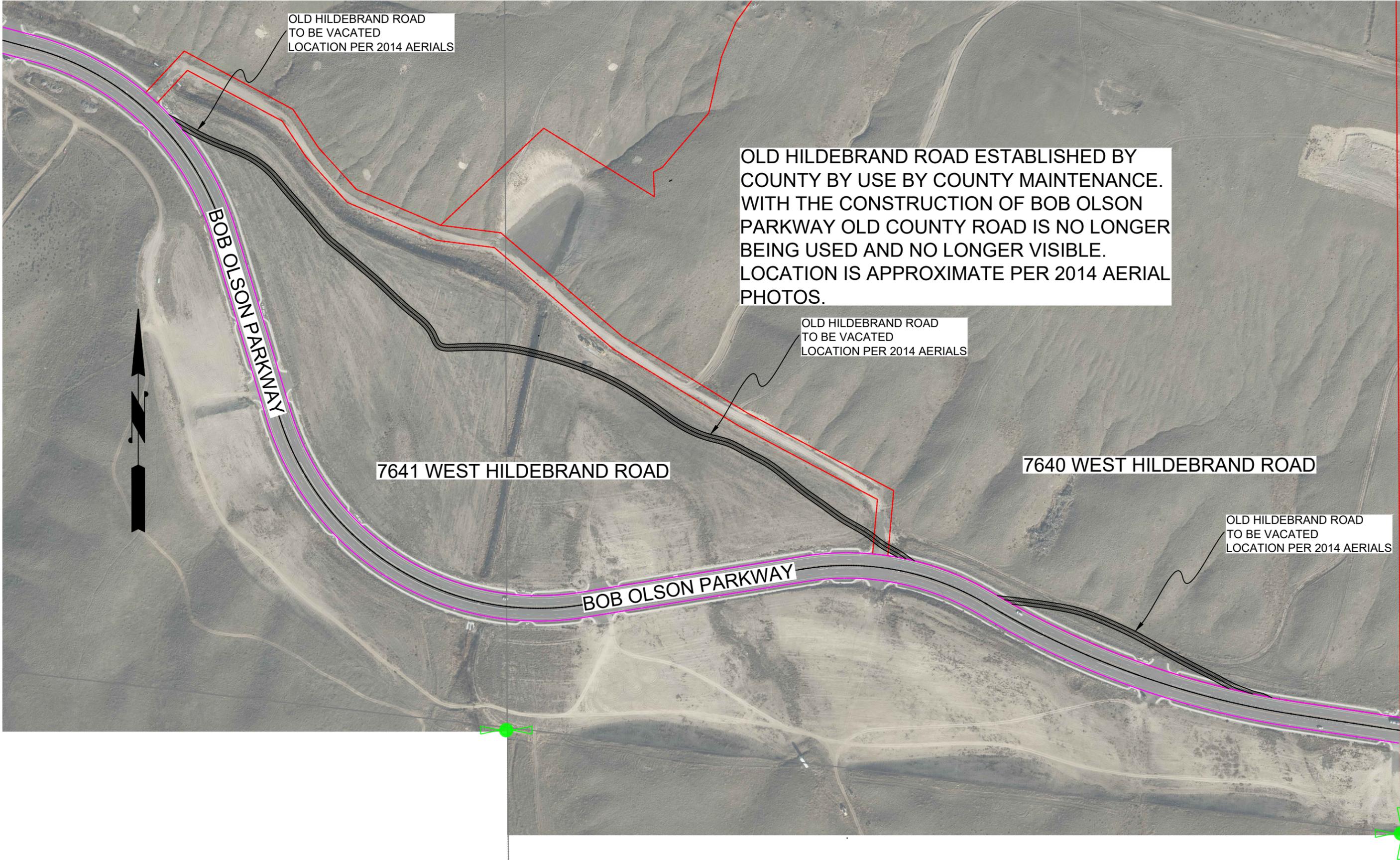
ORDINANCE NO. 5980 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington this 18th day of May, 2022.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION _____



OLD HILDEBRAND ROAD
TO BE VACATED
LOCATION PER 2014 AERIALS

OLD HILDEBRAND ROAD ESTABLISHED BY
COUNTY BY USE BY COUNTY MAINTENANCE.
WITH THE CONSTRUCTION OF BOB OLSON
PARKWAY OLD COUNTY ROAD IS NO LONGER
BEING USED AND NO LONGER VISIBLE.
LOCATION IS APPROXIMATE PER 2014 AERIAL
PHOTOS.

OLD HILDEBRAND ROAD
TO BE VACATED
LOCATION PER 2014 AERIALS

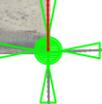
OLD HILDEBRAND ROAD
TO BE VACATED
LOCATION PER 2014 AERIALS

BOB OLSON PARKWAY

7641 WEST HILDEBRAND ROAD

7640 WEST HILDEBRAND ROAD

BOB OLSON PARKWAY



Council Agenda Coversheet



Agenda Item Number	6.b.	Council Date	05/17/2022
Agenda Item Type	Reports/Plans		
Subject	Six-Year Transportation Improvement Plan		
Ordinance/Reso #	22-10	Contract #	
Project #		Permit #	
Department	Public Works		

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

Recommendation

Staff recommends that the City Council hold a public hearing and adopt the annual update of the Six-Year Transportation Improvement Plan for 2023 - 2028.

Motion for Consideration

I move to adopt Resolution 22-10.

Summary

RCW 35.77.010 requires each city to adopt an annual revised Six-Year Transportation Improvement Plan (STIP) before July 1st of each year, by first holding a public hearing to allow citizen input for the updated plan. As the title indicates, the plan proposes a list of transportation related projects to be completed in the following six-year period.

In order to receive consideration for state or federal highway grants, projects must be listed in the Six-Year Transportation Improvement Plan.

For this update, projects and cost estimates have been reviewed and updated.

Projects removed from last year's TIP include:

10th Avenue Reconstruction Clearwater-Steptoe, Steptoe Street/ Gage BLVD. Intersection, US 395/ Hildebrand Intersection US 395/ Ridgeline Drive Interchange, Canal Drive Sidewalks US395- Hartford, 6th Ave. Sidewalk Vancouver to Tacoma.

New projects added in the updated TIP include (highlighted in green numbers):

- 1st Avenue Road Diet.
- East Kennewick Freight Zone Infrastructure Improvements.
- Sherman and Bob Olson Intersection Improvement.
- City-Wide LED Street Light Conversion.
- Conway School Zone Improvements (Westgate Elementary).
- Duffy's Pond Trail

Alternatives

None recommended

Fiscal Impact

None

Through	Sorin Juster May 09, 17:11:35 GMT-0700 2022
Dept Head Approval	Cary Roe May 12, 10:20:53 GMT-0700 2022
City Mgr Approval	Marie Mosley May 13, 10:17:42 GMT-0700 2022

Attachments:

Resolution Presentation Map

Recording Required?

CITY OF KENNEWICK
RESOLUTION NO. 22-10

A RESOLUTION ADOPTING THE SIX-YEAR TRANSPORTATION
IMPROVEMENT PROGRAM AS REQUIRED BY RCW 35.77.010

IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK,
WASHINGTON, AS FOLLOWS:

Section 1. The City Council, subsequent to a public hearing on May 17, 2022, approved the Six-Year Transportation Improvement Program of the City of Kennewick for the ensuing year. Said Six-Year Transportation Improvement Program is attached hereto as Exhibit "A", incorporated herein by this reference, and is hereby adopted by the City Council for the City of Kennewick.

Section 2. That annually hereafter the program shall be reviewed to determine current needs and to revise and extend the program for an additional one year subject to public hearings thereon.

Section 3. That a copy of the adopting resolution shall be filed with the Department of Transportation by July 31st of each year.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this
17th day of May, 2022, and signed in authentication of its passage this 17th day of May, 2022.

Attest:

W.D. McKay, Mayor

TERRI WRIGHT, City Clerk

RESOLUTION NO. 22-10 filed and recorded
in the office of the City Clerk of the City of
Kennewick, Washington, this 18th day of
May 2022.

Approved as to Form:

LISA BEATON, City Attorney

TERRI WRIGHT, City Clerk

CITY OF KENNEWICK											
SIX-YEAR TRANSPORTATION IMPROVEMENT PLAN (TIP) - 2023 TO 2028											
Project ID	Map ID**	ROADWAY CAPITAL PROJECTS			Year 2023 Costs in \$ Thousands						
		Location	Description	Cost Type	2023	2024	2025	2026	2027	2028	Total
1		1st Avenue Road Diet	Road diet from Washington to Fruitland, reducing lanes to one lane east-bound and one lane west-bound with center two-way left turn lanes. Includes signal upgrades at Dayton, Auburn and Benton.	PE			70				2,676
				RW							
				CN					2,606		
2		10th Avenue/Morain Street Intersection	Construct traffic signal	PE			53				610
				RW							
				CN					557		
3		27th Avenue/Southridge Intersection	Construct northbound right turn slip lane at roundabout	PE			42				525
				RW			63				
				CN					420		
4		45th Avenue Widening Ely-Olympia	Reconstruct 2/3 lane road with curb, gutter, sidewalks, storm drainage, illumination, replace AC water lines.	PE					189		2,342
				RW					74		
				CN						2,079	
5		Canal Drive/Edison Street Intersection	Construct second eastbound left turn lane (widen both east and west legs). Reconstruct accesses, sidewalk, frontage improvements, signal modification.	PE				145			1,497
				RW				158			
				CN						1,194	
6		Traffic Signal @ Arrowhead and Steptoe	Traffic Signal Construction	PE	42						442
				RW							
				CN	400						
7		Center Parkway/Deschutes Avenue Intersection	Construct traffic control device (Roundabout/signal).	PE			95				1,082
				RW			42				
				CN					945		
8		Clearwater Avenue/Kellogg Street Intersection	Construct second southbound left turn lane. Signal modifications.	PE			98				1,187
				RW			112				
				CN					977		
9		Colorado Street Construction Ridgeline-Bob Olson Parkway	Developer-driven project to construct new 3-lane collector road with curb, gutter, sidewalk, storm drainage and illumination	PE					173		2,536
				RW					457		
				CN						1,906	
10		Columbia Center Boulevard Widening Deschutes to Quinault	EastEast	PE			770				15,510
				RW				2,300			
				CN					12,440		
11		Deschutes/Columbia Center Blvd Intersection	Construct westbound right turn lane onto CCB. In addition, proposed work will be in preparation for extending a third lane for north and south-bound traffic on Columbia Center Blvd. as well as constructing a mini-roundabout at Colorado.	PE							1,600
				RW							
				CN	1,600						
12		Kellogg Street/Metaline Avenue Intersection	Construct traffic signal	PE			42				536
				RW			21				
				CN					473		
13		Montana Street Extension Bob Olson Parkway-Ridgeline	Developer-driven project to construct new 3-lane collector road with curb, gutter, sidewalk, storm drainage and illumination	PE			105				1,537
				RW					277		
				CN						1,155	
14		Ridgeline Drive Extension Phase 3 Center Parkway - Colorado	Developer driven project to construct new 3-lane collector road with curb, gutter, sidewalk, storm drainage and illumination	PE					294		3,765
				RW					231		
				CN						3,240	
15		Ridgeline Drive Reconstruction Sherman-Southridge	Developer-driven project to construct 3-lane road with curb, gutter, sidewalks, illumination, intersection control.	PE			84				1,059
				RW			53				
				CN					922		
16		Sherman Street Reconstruction Ridgeline-Bob Olson	Construct 3-lane road with curb, gutter, sidewalks, illumination, intersection control.	PE			79				945
				RW							
				CN					866		
17		City-Wide LED Street Light Conversion	Conversion of Collector and Arterial street lights to LED	PE			50				1,063
				RW							
				CN					1,013		

CITY OF KENNEWICK

SIX-YEAR TRANSPORTATION IMPROVEMENT PLAN (TIP) - 2023 TO 2028

Project ID	Map ID**	ROADWAY CAPITAL PROJECTS		Year 2023 Costs in \$ Thousands							
		Location	Description	Cost Type	2023	2024	2025	2026	2027	2028	Total
18		Washington Street/Columbia Drive Intersection	Construct eastbound right turn lane	PE			53				610
				RW							
				CN				557			
19		US395/10th Avenue Intersection	Construct southbound dual left turn lanes	PE			105				1,113
				RW							
				CN				1,008			
20		US395/Clearwater Avenue Intersection	Construct dual eastbound left turn lanes, dual northbound left turn lanes, eastbound and westbound right turn lanes.	PE						263	263
				RW							
				CN							
21		Zintel Way/Ridgeline Drive/Bofer Canyon	Developer-driven project to construct remaining Zintel Way to 3-lane urban street. Right-of-way by developer donation.	PE		105					1,470
				RW		210					
				CN			1,155				
22		Pavement Preservation (Capital) Citywide	Pavement infrastructure preservation capital projects, for arterials, collectors and local residential streets	PE							18,000
				RW							
				CN	3,000	3,000	3,000	3,000	3,000	3,000	
23		Traffic Signal System Upgrades/Retiming Citywide	New signal system equipment, software, communications, retiming and modifications	PE							1,020
				RW							
				CN	170	170	170	170	170	170	
24		Southridge & Ridgeline Intersection Roundabout	Expand Roundabout to a two-lane roundabout	PE			105				1,208
				RW			53				
				CN					1,050		
25		Kennewick Avenue, Union to Morain	Widening to three lanes	PE			210				2,520
				RW			210				
				CN				2,100			
26		Metaline & Edison Traffic Signal	Construct traffic signal	PE					42		536
				RW					21		
				CN						473	
27		Grandridge/Columbia Center Blvd Intersection	Reconstruct intersection in preparation for future Columbia Center Blvd. third lane for both north-bound and south-bound traffic. Also includes improved turning movements off Grandridge Blvd. in addition to improved ADA access.	PE				105			1,365
				RW				210			
				CN					1,050		
28		Quinault/Columbia Center Blvd Intersection	Reconstruct intersection in preparation for future Columbia Center Blvd. third lane for both north-bound and south-bound traffic. Also includes dual left turn lane for Quinault EB traffic and improved ADA access.	PE							1,200
				RW	200						
				CN		1,000					
29		East Kennewick Freight Zone Infrastructure Improvements	Proposed project consists of new street pavement, storm facilities, lighting, sidewalk and safety improvements at railroad crossings and intersections, including adequate signalization at all RR Xings.	PE				140			2,610
				RW					200		
				CN					2,270		
30		Sherman & Bob Olson Intersection Improvement	Construct traffic control (Signal/RAB)	PE				100			1,000
				RW					100		
				CN					800		
				PE							
				RW							
				CN							
		Subtotal Roadway Capital Projects			5,412	4,485	6,632	14,804	25,138	15,356	71,827

CITY OF KENNEWICK												
SIX-YEAR TRANSPORTATION IMPROVEMENT PLAN (TIP) - 2023 TO 2028												
TSP ID	Map ID	NON-MOTORIZED CAPITAL PROJECTS		Year 2023 Costs in \$ Thousands								
		Location	Description	Cost Type	2023	2024	2025	2026	2027	2028	Total	
	31	Keene Trail (Steptoe to Center Parkway)	Construct pathway along abandoned rail line. Project will also include purchasing ROW in addition to installing a HAWK signal across Steptoe and improved lighting.				134					4,143
	32	Conway St. School Zone Improvements (Westgate Elementary)	Construct new sidewalk on west side of roadway with minor roadway widening and lighting improvements. Includes installing a pedestrian activated Rectangular Rapid Flash Beacon (RRFB).	PE	17							367
	33	Cascade Elementary School Sidewalk Highland Drive Walkway	Construct approximately 3,700 linear feet of shoulder, RFB and pedestrian facilities, on the south side of the street from Lyle Street to Cascade Street. Project includes a crossing of Highland Drive with a pedestrian activated RRFB.	RW				40				880
CN					350							
B-1	34	East Columbia Park Bicycle Improvements - Phase 2 SR240 entrance to 1900' west (South side)	Construct pavement widening for dedicated bicycle lanes, including permanent pavement markings and signage from roundabout to the golf course club house	PE		29						239
				RW								
				CN			210					
B-2	35	Hawthorne Elementary School Crossing Improvements John Day-400' north	Construct a new crossing at the intersection of Neel & John Day, construct a median refuge at the existing crossing at mid-block, extend the school zone on Neel Street to encompass both crosswalks, install RRFB at both crossings.	PE			17					183
				RW								
				CN				166				
B-6	36	Washington Elementary School Crossing Improvements @21st	Install rectangular rapid flash beacon and associated signage and channelization.	PE		5						52
				RW								
				CN		47						
	37	Sidewalk Renewals/Replacements/ADA Citywide	Repair/replace/construct sidewalk in areas of tripping hazards, damaged sidewalk, missing sidewalk, substandard or missing ADA ramps	PE								750
				RW								
				CN	125	125	125	125	125	125		
	38	Vancouver St. Pedestrian Pathway - 37th Ave. to 45th Ave.	Approx. 2,300 LF of paved pathway constructed on the west side of Vancouver to serve as a Safe Route to School.	PE		50						550
				RW								
				CN			500					
	39	KID ROW Kellogg & 27th to Highland Feeder	Approx. 11,200 LF of 10 foot wide trail on KID ROW. Old channel is slated to be enclosed .	PE			110					1,270
				RW								
				CN				1,160				
	40	KID ROW 4th to Edison	Approx. 3,700 LF of 10 foot wide trail on KID ROW. Old channel has been piped. Presumes use of CDBG Funds.	PE		42						462
				RW								
				CN			420					
	41	10th Ave. Sidewalk from Yolo to Bob Olson	Approx. 800 LF of sidewalk.	PE		11						111
				RW								
				CN			100					
	42	Rectangular Rapid Flash Beacons Citywide	Installation of new crosswalk beacons at various locations as identified in the Local Road Safety Plan. This includes projects funded through the 2020 City Safety Program.	PE	56							1,236
				RW								
				CN	805	75	75	75	75	75		
	43	Duffy's Pond Trail	Construct hard surface pathway along the south side of Duffy's Pond, providing a missing link to the trail system both east and west of this site.	PE	50							300
				RW								
				CN			250					
	44	Island View to Vista Field Active Transportation Network	Construct separate dedicated active transportation links and on-street active transportation features to overcome barriers to active transportation travel. This will include a bridge over SR240, a crossing or bridge over the Columbia Irrigation District canal, a bridge over Columbia Center Boulevard, pedestrian/ bicycle trail from Steptoe east to Center Parkway, crossing of Steptoe traffic control and pedestrian crossing safety improvements at additional at-grade intersections.	PE		2,500						16,000
				RW			3,000					
				CN						10,500		
		Subtotal Non-Motorized Capital Projects			1,053	3,234	4,807	12,066	600	640	26,543	
		TOTAL CAPITAL PROJECT COSTS			6,465	7,719	11,439	26,870	25,738	15,996	94,227	

Added Projects for 2023-2028 TIP

Six-Year Transportation Improvement Plan Public Hearing 2023-2028

Kennewick City Council Presentation

May 17, 2022

Sorin Juster, P.E., P.T.O.E.

Transportation Manager



KENNEWICK
WASHINGTON

State Requirement

RCW 35.77.010 requires each city to adopt an annual revised six-year Transportation Improvement Plan (TIP) before July 1st

The TIP must address motorized transportation needs, as well as non-motorized needs (pedestrians, bicyclists, transit)

Our TIP is based on our 20-year Transportation System Plan adopted June 5, 2018



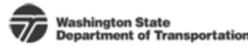
Projects

Projects in the TIP include:

- Intersections
- Road reconstruction and widening
- New road extensions
- New sidewalks, bike lanes, pedestrian crosswalks/signals
- Annual pavement preservation, sidewalk repairs, and traffic signal upgrades/retiming
- Safety Projects Such as RRFBs and City-wide LED street light upgrades



Format



Six Year Transportation Improvement Program From 2020 to 2025

Agency: Kennewick

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN B. STIP ID C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
14		Canal Drive & Edison Street Intersection Improvements Canal Drive Intersection Canal Dr. to and Edison Street Construct second eastbound left turn lane (Widen both east and west legs). Reconstruct accesses, sidewalk, frontage improvements, signal modification.	kenn50	06/18/19	06/18/19		19-11	21	C G P S T W	0.240	DCE	Yes

Funding										
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds		
P	PE	2023		0		0	138,000	138,000		
P	RW	2023		0		0	150,000	150,000		
P	CN	2024		0		0	1,137,000	1,137,000		
Totals				0		0	1,425,000	1,425,000		

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	138,000	0
RW	0	0	0	150,000	0
CN	0	0	0	0	1,137,000
Totals	0	0	0	288,000	1,137,000

- All projects include brief descriptions of work, project limits, and whether it's either planned (P) or funded (F).
- Projects are shown with all phases (preliminary engineering (PE), right of way (RW), and construction (CN)) with approximate expenditure schedules.



Map ID**	ROADWAY CAPITAL PROJECTS		Year 2023 Costs in \$ Thousands							
	Location	Description	Cost Type	2023	2024	2025	2026	2027	2028	Total
1	1st Avenue Road Diet	Road diet from Washington to Fruitland, reducing lanes to one lane east-bound and one lane west-bound with center two-way left turn lanes. Includes signal upgrades at Dayton, Auburn and Benton.	PE			70				2,676
			RW							
			CN					2,606		
2	10th Avenue/Morain Street Intersection	Construct traffic signal	PE				53			610
			RW							
			CN					557		
3	27th Avenue/Southridge Intersection	Construct northbound right turn slip lane at roundabout	PE			42				525
			RW			63				
			CN				420			
4	45th Avenue Widening Ely-Olympia	Reconstruct 2/3 lane road with curb, gutter, sidewalks, storm drainage, illumination, replace AC water lines.	PE					189		2,342
			RW					74		
			CN						2,079	
5	Canal Drive/Edison Street Intersection	Construct second eastbound left turn lane (widen both east and west legs). Reconstruct accesses, sidewalk, frontage improvements, signal modification.	PE				145			1,497
			RW				158			
			CN					1,194		
6	Traffic Signal @ Arrowhead and Steptoe	Traffic Signal Construction	PE	42						442
			RW							
			CN	400						
7	Center Parkway/Deschutes Avenue Intersection	Construct traffic control device (Roundabout/signal).	PE			95				1,082
			RW			42				
			CN				945			
8	Clearwater Avenue/Kellogg Street Intersection	Construct second southbound left turn lane. Signal modifications.	PE			98				1,187
			RW			112				
			CN				977			
9	Colorado Street Construction Ridgeline-Bob Olson Parkway	Developer-driven project to construct new 3-lane collector road with curb, gutter, sidewalk, storm drainage and illumination	PE					173		2,536
			RW					457		
			CN						1,906	



10	Columbia Center Boulevard Widening Deschutes to Quinault	EastEast	PE			770			15,510
			RW				2,300		
			CN					12,440	
11	Deschutes/Columbia Center Blvd Intersection	Construct westbound right turn lane onto CCB. In addition, proposed work will be in preparation for extending a third lane for north and south-bound traffic on Columbia Center Blvd. as well as constructing a mini-roundabout at Colorado.	PE						1,600
			RW						
			CN	1,600					
12	Kellogg Street/Metaline Avenue Intersection	Construct traffic signal	PE			42			536
			RW			21			
			CN				473		
13	Montana Street Extension Bob Olson Parkway-Ridgeline	Developer-driven project to construct new 3-lane collector road with curb, gutter, sidewalk, storm drainage and illumination	PE			105			1,537
			RW				277		
			CN					1,155	
14	Ridgeline Drive Extension Phase 3 Center Parkway - Colorado	Developer driven project to construct new 3-lane collector road with curb, gutter, sidewalk, storm drainage and illumination	PE				294		3,765
			RW				231		
			CN					3,240	
15	Ridgeline Drive Reconstruction Sherman-Southridge	Developer-driven project to construct 3-lane road with curb, gutter, sidewalks, illumination, intersection control.	PE			84			1,059
			RW			53			
			CN				922		
16	Sherman Street Reconstruction Ridgeline-Bob Olson	Construct 3-lane road with curb, gutter, sidewalks, illumination, intersection control.	PE			79			945
			RW						
			CN				866		
17	City-Wide LED Street Light Conversion	Conversion of Collector and Arterial street lights to LED	PE				50		1,063
			RW						
			CN					1,013	



Map ID**	ROADWAY CAPITAL PROJECTS		Year 2023 Costs in \$ Thousands							
	Location	Description	Cost Type	2023	2024	2025	2026	2027	2028	Total
18	Washington Street/Columbia Drive Intersection	Construct eastbound right turn lane	PE			53				610
			RW							
			CN				557			
19	US395/10th Avenue Intersection	Construct southbound dual left turn lanes	PE			105				1,113
			RW							
			CN				1,008			
20	US395/Clearwater Avenue Intersection	Construct dual eastbound left turn lanes, dual northbound left turn lanes, eastbound and westbound right turn lanes.	PE						263	263
			RW							
			CN							
21	Zintel Way/Ridgeline Drive/Bofer Canyon	Developer-driven project to construct remaining Zintel Way to 3-lane urban street. Right-of-way by developer donation.	PE		105					1,470
			RW		210					
			CN			1,155				
22	Pavement Preservation (Capital) Citywide	Pavement infrastructure preservation capital projects, for arterials, collectors and local residential streets	PE							18,000
			RW							
			CN	3,000	3,000	3,000	3,000	3,000	3,000	
23	Traffic Signal System Upgrades/Retiming Citywide	New signal system equipment, software, communications, retiming and modifications	PE							1,020
			RW							
			CN	170	170	170	170	170	170	
24	Southridge & Ridgeline Intersection Roundabout	Expand Roundabout to a two-lane roundabout	PE			105				1,208
			RW			53				
			CN					1,050		



25	Kennewick Avenue, Union to Morain	Widening to three lanes	PE			210				2,520		
			RW			210						
			CN				2,100					
26	Metaline & Edison Traffic Signal	Construct traffic signal	PE					42		536		
			RW					21				
			CN						473			
27	Grandridge/Columbia Center Blvd Intersection	Reconstruct intersection in preparation for future Columbia Center Blvd. third lane for both north-bound and south-bound traffic. Also includes improved turning movements off Grandridge Blvd. in addition to improved ADA access.	PE					105		1,365		
			RW					210				
			CN						1,050			
28	Quinault/Columbia Center Blvd Intersection	Reconstruct intersection in preparation for future Columbia Center Blvd. third lane for both north-bound and south-bound traffic. Also includes dual left turn lane for Quinault EB traffic and improved ADA access.	PE							1,200		
			RW	200								
			CN		1,000							
29	East Kennewick Freight Zone Infrastructure Improvements	Proposed project consists of new street pavement, storm facilities, lighting, sidewalk and safety improvements at railroad crossings and intersections, including adequate signalization at all RR Xings.	PE					140		2,610		
			RW					200				
			CN						2,270			
30	Sherman & Bob Olson Intersection Improvement	Construct traffic control (Signal/RAB)	PE					100		1,000		
			RW					100				
			CN						800			
			PE									
			RW									
			CN									
Subtotal Roadway Capital Projects						5,412	4,485	6,632	14,804	25,138	15,356	71,827



Map ID	NON-MOTORIZED CAPITAL PROJECTS		Year 2023 Costs in \$ Thousands							
	Location	Description	Cost Type	2023	2024	2025	2026	2027	2028	Total
31	Keene Trail (Steptoe to Center Parkway)	Construct pathway along abandoned rail line. Project will also include purchasing ROW in addition to installing a HAWK signal across Steptoe and improved lighting.				134				4,143
						1,320				
							2,689			
32	Conway St. School Zone Improvements (Westgate Elementary)	Construct new sidewalk on west side of roadway with minor roadway widening and lighting improvements. Includes installing a pedestrian activated Rectangular Rapid Flash Beacon (RRFB).	PE	17						367
			RW							
			CN		350					
33	Cascade Elementary School Sidewalk Highland Drive Walkway	Construct approximately 3,700 linear feet of shoulder, RFB and pedestrian facilities, on the south side of the street from Lyle Street to Cascade Street. Project includes a crossing of Highland Drive with a pedestrian activated RRFB.	PE				40			880
			RW					400		
			CN						440	
34	East Columbia Park Bicycle Improvements - Phase 2 SR240 entrance to 1900' west (South side)	Construct pavement widening for dedicated bicycle lanes, including permanent pavement markings and signage from roundabout to the golf course club house	PE		29					239
			RW							
			CN			210				
35	Hawthorne Elementary School Crossing Improvements John Day-400' north	Construct a new crossing at the intersection of Neel & John Day, construct a median refuge at the existing crossing at mid-block, extend the school zone on Neel Street to encompass both crosswalks, install RRFB at both crossings.	PE			17				183
			RW							
			CN				166			
36	Washington Elementary School Crossing Improvements @21st	Install rectangular rapid flash beacon and associated signage and channelization.	PE		5					52
			RW							
			CN		47					
37	Sidewalk Renewals/Replacements/ADA Citywide	Repair/replace/construct sidewalk in areas of tripping hazards, damaged sidewalk, missing sidewalk, substandard or missing ADA ramps	PE							750
			RW							
			CN	125	125	125	125	125	125	



38	Vancouver St. Pedestrian Pathway - 37th Ave. to 45th Ave.	Approx. 2,300 LF of paved pathway constructed on the west side of Vancouver to serve as a Safe Route to School.	PE		50							550
			RW									
			CN			500						
39	KID ROW Kellogg & 27th to Highland Feeder	Approx. 11,200 LF of 10 foot wide trail on KID ROW. Old channel is slated to be enclosed .	PE			110						1,270
			RW									
			CN					1,160				
40	KID ROW 4th to Edison	Approx. 3,700 LF of 10 foot wide trail on KID ROW. Old channel has been piped. Presumes use of CDBG Funds.	PE		42							462
			RW									
			CN			420						
41	10th Ave. Sidewalk from Yolo to Bob Olson	Approx. 800 LF of sidewalk.	PE		11							111
			RW									
			CN			100						
42	Rectangular Rapid Flash Beacons Citywide	Installation of new crosswalk beacons at various locations as identified in the Local Road Safety Plan. This includes projects funded through the 2020 City Safety Program.	PE	56								1,236
			RW									
			CN	805	75	75	75	75	75			
43	Duffy's Pond Trail	Construct hard surface pathway along the south side of Duffy's Pond, providing a missing link to the trail system both east and west of this site.	PE	50								300
			RW									
			CN			250						
44	Island View to Vista Field Active Transportation Network	Construct separate dedicated active transportation links and on-street active transportation features to overcome barriers to active transportation travel. This will include a bridge over SR240, a crossing or bridge over the Columbia Irrigation District canal, a bridge over Columbia Center Boulevard, pedestrian/ bicycle trail from Steptoe east to Center Parkway, crossing of Steptoe traffic control and pedestrian crossing safety improvements at additional at-grade intersections.	PE		2,500							16,000
			RW			3,000						
			CN						10,500			
Subtotal Non-Motorized Capital Projects				1,053	3,234	4,807	12,066	600	640		26,543	
TOTAL CAPITAL PROJECT COSTS				6,465	7,719	11,439	26,870	25,738	15,996		94,227	

Added Projects for 2023-2028 TIP



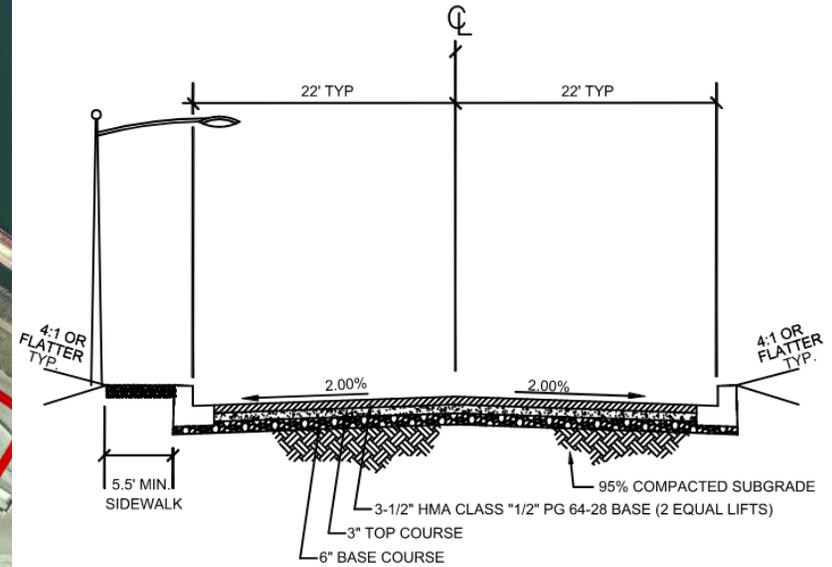
KENNEWICK
WASHINGTON

Added Projects:

1st Avenue Road Diet (Washington to Fruitland)



East Kennewick Freight Zone Infrastructure Improvements



Conway School Zone Improvements



Duffy's Pond Trail



Removed Projects

- 10th Ave. Reconstruction (Clearwater to Steptoe)
- Steptoe St./Gage Blvd. Intersection
- US 395/Hildebrand Intersection
- US 395/Ridgeline Drive Interchange
- Canal Drive Sidewalks (US 395 to Hartford)
- 6th Ave. Sidewalk (Vancouver to Tacoma)



Next Major Milestones

- Submit to BFCOG approved STIP – June
- BFCOG Area-wide public informational hearing – August
- BFCOG board approval and forwarding to WSDOT – October



Questions?



KENNEW!CK
WASHINGTON

Council Agenda Coversheet



Agenda Item Number	7.a.	Council Date	05/17/2022
Agenda Item Type	Contract/Agreement/Lease		
Subject	Fire Station 1 Project		
Ordinance/Reso #		Contract #	22-014
Project #		Permit #	
Department	Fire Department		

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

The City Council Award contract 22-014 (Fire Station 1) to Banlin Construction in the total amount of \$10,406,575, plus a contingency amount of \$543,000 for a total amount of \$10,949,575. This includes sales tax and selected bid alternates.

Motion for Consideration

I move to award contract 22-014 (Fire Station 1) to Banlin Construction in the total amount of \$10,406,575 plus a contingency amount of \$543,000 (approx 5%) for a total amount of \$10,949,575. This includes sales tax and selected bid alternates.

Summary

This is a contract for the construction of a 23,183 sq. ft. fire station and administration building. This modern facility has been intentionally designed to not only meet the current operational needs of the Kennewick Fire Department, but also anticipates future needs as well.

Four (4) bids were received on May 12, 2022 at 1:00 p.m.

Banlin Construction	\$10,406,575
DGR Construction	\$10,494,018
Chervenell	\$10,642,800
Fowler	\$11,230,478

State law requires that we award contracts to a responsible bidder with the lowest responsive bid. We have received all bids and determined them all to be responsive. We are recommending award of this project to Banlin Construction whom we have determined to be a responsible bidder with the lowest responsive bid.

Alternatives

None recommended

Fiscal Impact

Site Purchase: \$262,238
Station Construction: \$10,406,575
Soft Costs, FF&E, Misc. Costs and Sales Tax: \$2,112,614
Grand Total - Fire Station #1 (Budget: F4594220 562013) = \$12,781,427

Through	Chad Michael May 12, 17:24:09 GMT-0700 2022
Dept Head Approval	Chad Michael May 12, 17:24:12 GMT-0700 2022
City Mgr Approval	Marie Mosley May 13, 11:17:50 GMT-0700 2022

Attachments:

Recording Required?

Southwest Corner View



Southeast Corner View



Council Agenda Coversheet



Agenda Item Number	7.b.(1)	Council Date	05/17/2022
Agenda Item Type	Ordinance		
Subject	Unspent Proceeds from 2020A LTGO Bonds		
Ordinance/Reso #	5981	Contract #	
Project #		Permit #	
Department	Finance		

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

Recommendation

Council to adopt Ordinance 5981, which modifies Ordinance 5845 related to the City's 2020A Limited Tax General Obligation (LTGO) bonds to allow for the proceeds of the issuance to be used towards a new Fire Station #1/Administrative Facility.

Motion for Consideration

I move to adopt Ordinance 5981.

Summary

Ordinance 5845 was approved by the Kennewick City Council on November 19, 2019 and approved the sale of LTGO bonds for the purpose of financing the acquisition, construction, furnishing and equipping of a new Fire Station #3 to replace the City's existing Fire Station #3 that had reached the end of its useful life. The City sold bonds on April 2, 2020 and generated approximately \$7.7 million in net proceeds to finance the estimated cost of the new station. The bond issue was intentionally completed prior to completing the bid process and awarding a contract for the construction of Station #3 in an effort to take advantage of historically low interest rates and in an attempt to mitigate the growing economic uncertainty surrounding the COVID-19 pandemic at that time.

Due to a favorable bid result later in 2020 and proactive construction management, the final cost of the new Station #3 was considerably lower than originally anticipated, leaving approximately \$2,055,000 of unspent bond proceeds remaining from the City's 2020A bond issue. The use of these unspent bond proceeds is highly restricted under the original bond ordinance and the internal revenue code and therefore there are limited options on how they can be used. Staff is recommending that the project definition from the original bond ordinance be amended to include the acquisition, construction, furnishing and equipping of a new fire station and improvements to replace the City's current Fire Station #1 and administration facility. This amendment would allow the remaining proceeds from the 2020A bond issuance to be utilized for the Station #1/Administrative Facility project and reduce the amount of new debt or other funding that would otherwise be needed for the project.

Alternatives

None recommended.

Fiscal Impact

The City's Fire Station #3 project is substantially complete and the building is occupied, but final project acceptance has not been completed. City staff estimates that approximately \$2,055,000 of proceeds from the City's 2020A bond issuance will be unspent upon final project acceptance. Reallocating these remaining proceeds to the Fire Station #1/Administrative Facility project allows the City to reduce the amount of debt or other funding that would otherwise be required for the project.

Through	
Dept Head Approval	Dan Legard May 11, 10:34:15 GMT-0700 2022
City Mgr Approval	Marie Mosley May 13, 10:32:20 GMT-0700 2022

Attachments:

Ordinance
Ordinance - redline

Recording Required?

CITY OF KENNEWICK, WASHINGTON

ORDINANCE NO. 5981

AN ORDINANCE of the City of Kennewick, Washington, relating to contracting indebtedness; amending Ordinance No. 5845; and providing for related matters.

THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, DO ORDAIN as follows:

Section 1. Definitions. As used in this ordinance, capitalized terms have the meanings provided in Ordinance No. 5845, as amended, unless specified otherwise herein.

Section 2. Findings and Determinations. The Council takes note of the following facts and hereby makes the following findings and determinations:

(a) The Council passed Ordinance No. 5845 on November 19, 2019, which authorized the City to issue, sell and deliver one or more Series of limited tax general obligation bonds (the “Bonds”) for the purpose of providing the money required to accomplish the acquisition, construction, furnishing and equipping of a new fire station and improvements to replace the City’s Fire Station No. 3 (the “Station No. 3 Project”), including the allocable share of costs related to the issuance, sale and delivery of such Bonds.

(b) The costs of the Station No. 3 Project were originally estimated to be approximately \$7,700,000. The Station No. 3 Project is now complete, and, due to unexpected cost underruns, the City currently has approximately \$2,055,000 of sale proceeds of the Bonds (the “Excess Bond Proceeds”) available for additional capital purposes of the City.

(c) The City is authorized by chapters 35.22 and 35A.11 RCW to provide fire protection services. The City is in need of a new fire station and improvements to replace the City’s Fire Station No. 1 and administration facility (together with the Station No. 3 Project, the “Project”). The cost of the Project, excluding costs related to the Station No. 3 Project, is approximately \$13,000,000. The improvements constituting the Project are to be more fully described in the plans and specifications to be prepared and to be filed with the City.

(d) It is in the best interests of the City to use the Excess Bond Proceeds to pay a portion of the costs of the Project.

Section 3. Amendments to Section 1(cc) of Ordinance No. 5845. Section 1(cc) of Ordinance No. 5845 is amended as follows:

(cc) “Project” means paying or reimbursing costs of: (1) the acquisition, construction, furnishing and equipping of a new fire station improvements and to replace the City’s Fire Station No. 3; and (2) the acquisition, construction, furnishing and equipping of a new fire station, improvements and administration facility to replace the City’s Fire Station No. 1 and administration facility.-

Section 4. Effective Date of Ordinance. This ordinance shall take effect and be in force from and after its passage and five days following its publication as required by law.

PASSED by the Council and APPROVED by the Mayor of the City of Kennewick, Washington, at an open public meeting thereof, this 17th day of May, 2022.

CITY OF KENNEWICK, WASHINGTON

W.D. MCKAY, Mayor

ATTEST:

Approved as to form:

TERRI L. WRIGHT, City Clerk

DAN LEGARD, Finance Director

(S E A L)

FILED WITH THE CITY CLERK: _____

PASSED BY THE CITY COUNCIL: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

CERTIFICATION

I, the undersigned, City Clerk of the City of Kennewick, Washington (the “City”), hereby certify as follows:

1. The foregoing Ordinance No. 5981 (the “Ordinance”) is a full, true and correct copy of the Ordinance duly passed at a regular meeting of the City Council of the City (the “Council”) held on May 17th, 2022 (the “Meeting”), as that Ordinance appears on the minute book of the City.

2. The Ordinance will be in full force and effect five days after publication of its summary in the City’s official newspaper.

3. Pursuant to various proclamations and orders issued by the Governor of the State of Washington, options were provided for the public to attend the Meeting remotely, including by telephonic access and, as available, internet access, which options provided the ability for all persons attending the Meeting remotely to hear each other at the same time.

4. The Meeting was duly convened and held in all respects in accordance with law, the public was notified of the access options for remote attendance via the City’s website, a quorum was present throughout the Meeting and a majority of the members of the Council voted in the proper manner for the passage of the Ordinance.

IN WITNESS WHEREOF, I have hereunto set my hand on May 18, 2022.

CITY OF KENNEWICK, WASHINGTON

Terri L. Wright, City Clerk

CITY OF KENNEWICK, WASHINGTON

ORDINANCE NO. 5981

AN ORDINANCE of the City of Kennewick, Washington, relating to contracting indebtedness; amending Ordinance No. 5845; and providing for related matters.

THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, DO ORDAIN as follows:

Section 1. Definitions. As used in this ordinance, capitalized terms have the meanings provided in Ordinance No. 5845, as amended, unless specified otherwise herein.

Section 2. Findings and Determinations. The Council takes note of the following facts and hereby makes the following findings and determinations:

(a) The Council passed Ordinance No. 5845 on November 19, 2019, which authorized the City to issue, sell and deliver one or more Series of limited tax general obligation bonds (the “Bonds”) for the purpose of providing the money required to accomplish the acquisition, construction, furnishing and equipping of a new fire station and improvements to replace the City’s Fire Station No. 3 (the “Station No. 3 Project”), including the allocable share of costs related to the issuance, sale and delivery of such Bonds.

(b) The costs of the Station No. 3 Project were originally estimated to be approximately \$7,700,000. The Station No. 3 Project is now complete, and, due to unexpected cost underruns, the City currently has approximately \$2,055,000 of sale proceeds of the Bonds (the “Excess Bond Proceeds”) available for additional capital purposes of the City.

(c) The City is authorized by chapters 35.22 and 35A.11 RCW to provide fire protection services. The City is in need of a new fire station and improvements to replace the City’s Fire Station No. 1 and administration facility (together with the Station No. 3 Project, the “Project”). The cost of the Project, excluding costs related to the Station No. 3 Project, is approximately \$13,000,000. The improvements constituting the Project are to be more fully described in the plans and specifications to be prepared and to be filed with the City.

(d) It is in the best interests of the City to use the Excess Bond Proceeds to pay a portion of the costs of the Project.

Section 3. Amendments to Section 1(cc) of Ordinance No. 5845. Section 1(cc) of Ordinance No. 5845 is amended as follows:

(cc) “Project” means paying or reimbursing costs of: (1) the acquisition, construction, furnishing and equipping of a new fire station improvements and to replace the City’s Fire Station No. 3; and (2) the acquisition, construction, furnishing and equipping of a new fire station, improvements and administration facility to replace the City’s Fire Station No. 1 and administration facility.

Section 4. Effective Date of Ordinance. This ordinance shall take effect and be in force from and after its passage and five days following its publication as required by law.

PASSED by the Council and APPROVED by the Mayor of the City of Kennewick, Washington, at an open public meeting thereof, this 17th day of May, 2022.

CITY OF KENNEWICK, WASHINGTON

W.D. MCKAY, Mayor

ATTEST:

Approved as to form:

TERRI L. WRIGHT, City Clerk

DAN LEGARD, Finance Director

(S E A L)

FILED WITH THE CITY CLERK: _____

PASSED BY THE CITY COUNCIL: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

CERTIFICATION

I, the undersigned, City Clerk of the City of Kennewick, Washington (the “City”), hereby certify as follows:

1. The foregoing Ordinance No. 5981 (the “Ordinance”) is a full, true and correct copy of the Ordinance duly passed at a regular meeting of the City Council of the City (the “Council”) held on May 17th, 2022 (the “Meeting”), as that Ordinance appears on the minute book of the City.

2. The Ordinance will be in full force and effect five days after publication of its summary in the City’s official newspaper.

3. Pursuant to various proclamations and orders issued by the Governor of the State of Washington, options were provided for the public to attend the Meeting remotely, including by telephonic access and, as available, internet access, which options provided the ability for all persons attending the Meeting remotely to hear each other at the same time.

4. The Meeting was duly convened and held in all respects in accordance with law, the public was notified of the access options for remote attendance via the City’s website, a quorum was present throughout the Meeting and a majority of the members of the Council voted in the proper manner for the passage of the Ordinance.

IN WITNESS WHEREOF, I have hereunto set my hand on May 18, 2022.

CITY OF KENNEWICK, WASHINGTON

Terri L. Wright, City Clerk

Council Agenda Coversheet



Agenda Item Number	7.b.(2)	Council Date	05/17/2022
Agenda Item Type	Ordinance		
Subject	2022 Limited Tax General Obligation (LTGO) Bonds		
Ordinance/Reso #	5982	Contract #	
Project #		Permit #	
Department	Finance		

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

Recommendation

Council to adopt Ordinance 5982, which authorizes the future issuance of LTGO bonds by the City of Kennewick for the purpose of constructing a new fire station and administrative facility to replace the City's existing fire station #1.

Motion for Consideration

I move to adopt Ordinance 5982.

Summary

As included in the City's 2021/2022 biennial budget and six-year capital program, Ordinance 5982 authorizes the future issuance of LTGO bonds for the purpose of constructing a new fire station and administrative facility to replace the City's existing fire station #1. The ordinance establishes very specific parameters that must be met in order for the City Manager to enter into an agreement to sell bonds on behalf of the City at a future date, including a not to exceed par (principal) amount and interest rate for the bonds. If, at the time of final pricing, market conditions are such that any one of these parameters cannot be met, the City Manager will not have authority to enter into an agreement to sell the bonds and the transaction will not proceed. Additionally, the authority provided under this ordinance to sell bonds expires as of December 31, 2022.

Pricing of the bonds is expected to occur in mid-June of this year. Delegating authority to the City Manager to sell the bonds on behalf of the City in advance of pricing provides a greater degree of flexibility in determining the optimal time to approach the market to price and sell the City's bonds. The City has utilized this approach for its last several bond issues with great success. Historically, the City was required to sell its bonds on the same date as a scheduled Council meeting in order to receive Council's final approval, which limited the City financing team's ability to price and sell the City's bonds during the best possible market conditions.

Ordinance 5982 also contains parameters for the City to add refunding bonds to this bond issuance to refinance its outstanding 2011 LTGO bonds, which have a balance of approximately \$1.215 million and mature in 2023. Current interest rates do not support moving forward with this transaction, but it is recommended to include this option in the ordinance in case rates decline prior to June. Under the parameters of the ordinance, the transaction would only proceed if it results in a savings to the City.

Alternatives

None recommended.

Fiscal Impact

Although interest rates have risen in recent months, they remain low from a historical perspective. Current market conditions are subject to change before pricing of the City's bonds occurs in mid-June, but preliminary estimates indicate that the City may be able to obtain an overall interest rate of approximately 3.75% - 3.80% on these 20-year bonds.

Through

Dept Head Approval

City Mgr Approval

Dan Legard May 13, 07:45:32 GMT-0700 2022	
Marie Mosley May 13, 10:46:37 GMT-0700 2022	

Attachments: Ordinance

Recording Required?

CITY OF KENNEWICK, WASHINGTON

ORDINANCE NO. 5982

AN ORDINANCE of the City of Kennewick, Washington, relating to contracting indebtedness; providing for the issuance, setting parameters with respect to certain terms and covenants, and fixing the form of not to exceed \$11,000,000 principal amount limited tax general obligation and refunding bonds to provide funds to pay or reimburse the City for costs of acquiring, constructing, furnishing and equipping a new fire station to replace the City's Fire Station No. 1 and administration facility, and to refund the City's outstanding Limited Tax General Obligation Refunding Bonds, 2011; appointing the City's designated representative pursuant to RCW 39.46.040(2) to approve the final terms of the issuance, sale and delivery of the bonds; and providing for related matters.

PASSED: May 17, 2022

This document prepared by:

*Foster Garvey P.C.
1111 Third Avenue, Suite 3000
Seattle, Washington 98101
(206) 447-4400*

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CITY OF KENNEWICK, WASHINGTON

ORDINANCE NO. 5982

AN ORDINANCE of the City of Kennewick, Washington, relating to contracting indebtedness; providing for the issuance, setting parameters with respect to certain terms and covenants, and fixing the form of not to exceed \$11,000,000 principal amount limited tax general obligation and refunding bonds to provide funds to pay or reimburse the City for costs of acquiring, constructing, furnishing and equipping a new fire station to replace the City's Fire Station No. 1 and administration facility, and to refund the City's outstanding Limited Tax General Obligation Refunding Bonds, 2011; appointing the City's designated representative pursuant to RCW 39.46.040(2) to approve the final terms of the issuance, sale and delivery of the bonds; and providing for related matters.

THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, DO ORDAIN as follows:

Section 1. Definitions. As used in this ordinance, the following words and terms have the following meanings, unless the context or use indicates another or different meaning or intent. Unless the context indicates otherwise, words importing the singular number include the plural number and vice versa.

(a) "2011 Bonds" means the City's Limited Tax General Obligation Refunding Bonds, 2011, maturing in the years 2022 and 2023 (bifurcated maturity), which bonds were issued pursuant to Ordinance No. 5371.

(b) "Acquired Obligations" means noncallable, nonprepayable Government Obligations that may be purchased to accomplish the Refunding Plan.

(c) "Aggregate Purchase Price" means, with respect to any Series of Bonds, the price to be paid by the Purchaser for the Bonds of that Series, calculated as the stated principal amount of that Series, plus original issue premium, if any, minus original issue discount, if any, and minus underwriter's discount.

(d) "Authorized Denomination" means \$5,000 or any integral multiple of \$5,000 within a maturity.

(e) "Beneficial Owner" means, with respect to a Bond, the owner of any beneficial interest in that Bond.

(f) "Bond Counsel" means the firm of Foster Garvey P.C., its successor, or any other attorney or firm of attorneys selected by the City with a nationally recognized standing as bond counsel in the field of municipal finance.

(g) "Bond Fund" means the City's existing Limited Tax General Obligation Bond Fund.

(h) “Bond Purchase Agreement” means an offer to purchase the Bonds (or any Series of Bonds), presented by the Purchaser and accepted by the Designated Representative, setting forth certain terms and conditions of the issuance, sale and delivery of such Bonds.

(i) “Bond Register” means the books or records maintained by the Bond Registrar for the purpose of identifying ownership of each Bond.

(j) “Bond Registrar” means the fiscal agent of the State, as the same may be designated by the State from time to time, or any successor bond registrar selected by the City.

(k) “Bonds” means the limited tax general obligation and refunding bonds, issued in one or more Series, pursuant to and for the purposes provided in this ordinance.

(l) “Bond Sale Proceeds” means, with respect to any Series of Bonds, the money received by the City from the sale of such Series of Bonds to the Purchaser.

(m) “City” means the City of Kennewick, Washington, a code city and municipal corporation duly organized and existing under the laws of the State.

(n) “City Contribution” means legally available money of the City, in addition to proceeds of any Series of Bonds, necessary or advisable to accomplish the Refunding Plan, as determined by the Designated Representative.

(o) “City Manager” means the City’s City Manager (or such other officer of the City who may in the future perform the duties of that office), including the City’s Deputy City Manager in the absence or disability of the City Manager.

(p) “Clerk” means the de facto or de jure Clerk of the City, or other officer of the City who is the custodian of the seal of the City and of the records of the proceedings of the Council, and the successors in functions, if any.

(q) “Code” means the United States Internal Revenue Code of 1986, as amended, and applicable rules and regulations promulgated thereunder.

(r) “Contingent Loan Agreement” means the Amended and Restated Agreement to Provide Regional Center Loans dated as of November 30, 2011, as amended by that certain First Amendment to Amended and Restated Agreement to Provide Regional Center Loans dated April 8, 2014, each between the City and the PFD.

(s) “Council” means the legislative authority of the City, as duly and regularly constituted from time to time.

(t) “Designated Representative” means the officer or employee of the City appointed in Section 5 of this ordinance to serve as the City’s designated representative in accordance with RCW 39.46.040(2) for purposes of accepting and executing, on behalf of the City, one or more Bond Purchase Agreements on terms consistent with this ordinance and the parameters set forth herein.

(u) “DTC” means The Depository Trust Company, New York, New York, or its nominee.

(v) “Final Terms” means the terms and conditions for a Series of Bonds set forth in the Bond Purchase Agreement for such Series of Bonds, including the principal amount, date or dates, denominations, interest rate or rates (or mechanism for determining interest rate or rates), payment dates, final maturity, redemption rights, prices and minimum savings, if applicable, for that Series of Bonds.

(w) “Finance Director” means the City’s Finance Director (or such other officer of the City who may in the future perform the duties of that office), serving in the capacity of a “city treasurer” pursuant to RCW 35A.42.010.

(x) “Fiscal Agent” means the fiscal agent of the State, as the same may be designated by the State from time to time.

(y) “Government Obligations” means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America.

(z) “Issue Date” means, with respect to each Series of Bonds, the date of initial issuance and delivery of such Series of Bonds to the Purchaser in exchange for the purchase price of such Bonds.

(aa) “Letter of Representations” means the Blanket Issuer Letter of Representations dated July 31, 2003, between the City and DTC, as it may be amended from time to time, and any successor or substitute letter relating to the operational procedures of the Securities Depository.

(bb) “Mayor” means the de facto or de jure Mayor of the City (including the Mayor pro tempore in the Mayor’s absence), or any presiding officer or titular head of the City, and the successors in functions, if any.

(cc) “MSRB” means the Municipal Securities Rulemaking Board.

(dd) “Owner” means, without distinction, the Registered Owner and the Beneficial Owner.

(ee) “PFD” means Kennewick Public Facilities District.

(ff) “Project” means the acquisition, construction, furnishing and equipping of a new fire station, improvements and administration facility to replace the City’s Fire Station No. 1 and administration facility, and other capital improvements as determined by the Council.

(gg) “Purchaser” means Piper Sandler & Co., or such other corporation, firm, association, partnership, trust, or other legal entity or group of entities selected by the Designated Representative to purchase any Series of Bonds.

(hh) “Rating Agency” means any nationally recognized rating agency then maintaining a rating on any Series of Bonds at the request of the City.

(ii) “RCW” means the Revised Code of Washington.

(jj) “Record Date” means the Bond Registrar’s close of business on the 15th day of the month preceding an interest payment date. With respect to redemption of a Bond prior to its maturity, the Record Date shall mean the Bond Registrar’s close of business on the date on which the Bond Registrar sends the notice of redemption in accordance with Section 10(d) of this ordinance.

(kk) “Redemption Date” means a date selected and fixed by the Designated Representative for redemption of 2011 Bonds.

(ll) “Refunding Plan” means, with respect to the issuance of any Series of Bonds, the refunding of all or a portion of the 2011 Bonds through the application of all or a portion of the proceeds of such Series (together with the City Contribution, if necessary) in the manner determined by the Designated Representative pursuant to this ordinance and more particularly described in the applicable Refunding Trust Agreement.

(mm) “Refunding Trust Agreement” means a refunding trust agreement between the City and the Refunding Trustee relating to the use of all or a portion of the proceeds of a particular Series of Bonds to redeem all or a portion of the 2011 Bonds, which agreement will be dated the Issue Date of such Series of Bonds, all as further described in Section 16 of this ordinance.

(nn) “Refunding Trustee” means U.S. Bank Trust Company, National Association of Seattle, Washington, or any successor refunding trustee selected by the Designated Representative to serve as refunding trustee to carry out the Refunding Plan.

(oo) “Registered Owner” means, with respect to a Bond, the person in whose name that Bond is registered on the Bond Register. For so long as the City utilizes the book-entry only system for any Series of Bonds under the Letter of Representations, Registered Owner shall mean the Securities Depository.

(pp) “Rule 15c2-12” means Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934, as amended.

(qq) “SEC” means the United States Securities and Exchange Commission.

(rr) “Securities Depository” means DTC, any successor thereto, any substitute securities depository selected by the City that is qualified under applicable laws and regulations to provide the services proposed to be provided by it, or the nominee of any of the foregoing.

(ss) “Series of Bonds” or “Series” means a series of Bonds issued pursuant to and for the purposes provided in this ordinance.

(tt) “State” means the State of Washington.

(uu) “System of Registration” means the system of registration for the City’s bonds and other obligations set forth in the City’s Ordinance No. 2823.

(vv) “Taxable Series of Bonds” means any Series of Bonds issued as taxable bonds as determined by the Designated Representative pursuant to the parameters for Final Terms set forth in Attachment A and identified in the Bond Purchase Agreement for such Series of Bonds.

(ww) “Tax-Exempt Series of Bonds” means any Series of Bonds issued as tax-exempt bonds as determined by the Designated Representative pursuant to the parameters for Final Terms set forth in Attachment A and identified in the Bond Purchase Agreement for such Series of Bonds.

(xx) “Term Bonds” means any Bonds designated as Term Bonds and subject to mandatory redemption in the years and amounts set forth in a Bond Purchase Agreement.

(yy) “Undertaking” means the undertaking to provide continuing disclosure entered into pursuant to Section 17 of this ordinance.

Section 2. Findings and Determinations. The Council takes note of the following facts and hereby makes the following findings and determinations:

(a) The City is authorized by chapters 35.22 and 35A.11 RCW to provide fire protection services. The Project is necessary. The cost of the Project is approximately \$12,000,000. The improvements constituting the Project are to be more fully described in the plans and specifications to be prepared and to be filed with the City.

(b) Pursuant to chapters 35A.21, 35A.40, 39.36 and 39.46 RCW, the City is authorized to incur indebtedness and issue general obligation bonds for the purpose of funding the cost of the Project.

(c) RCW 39.53.020 authorizes the Council, by ordinance, to provide for the issuance of refunding bonds in order to effect a savings to the City (taking into account, among other things, the interest to fixed maturities of the refunding bonds and the refunded bonds, the costs of issuance of the refunding bonds, and the known earned income from the investment of the refunding bond proceeds pending redemption of the refunded bonds). RCW 39.53.050 provides that the principal amount of refunding bonds may exceed the principal amount of the bonds to be refunded by an amount deemed reasonably required to effect such refunding. RCW 39.53.060 requires that any proceeds of refunding bonds not used to defray incidental expenses must be invested and reinvested only in government obligations as defined in RCW 39.53.010(4) maturing (or having guaranteed redemption prices at the option of the holder) at such time(s) as may be required to provide funds sufficient to pay principal, interest and redemption premiums, if any, in accordance with the refunding plan. RCW 39.53.070 authorizes the Council to contract with respect to the safekeeping and application of the refunding bond proceeds.

(d) Pursuant to Ordinance No. 5371, the City issued the 2011 Bonds to advance refund outstanding limited tax general obligation bonds used to finance recreational facilities, shoreline enhancements and improvements to streets, sidewalks and other public grounds. By Ordinance No. 5371, the City reserved the right to redeem the 2011 Bonds maturing on or after

December 1, 2022, at any time on or after December 1, 2021, at a price of par plus accrued interest to the date of redemption. There is presently outstanding \$1,215,000 principal amount of the 2011 Bonds, which bonds bear interest at rates ranging from 3.00% to 4.00% *per annum*.

(e) After due consideration, it appears to the Council that the 2011 Bonds may be refunded by the issuance, sale and delivery of the Bonds authorized and described herein to carry out the Refunding Plan, so long as a savings will be achieved as a result of the difference between the principal and interest cost over the life of such Bonds and the principal and interest cost over the life of the 2011 Bonds but for such refunding. The Council deems it to be in the best interests of the City to issue, sell and deliver the Bonds, subject to the provisions of this ordinance, to accomplish the Refunding Plan.

(f) If a Series of Bonds to accomplish the Refunding Plan are sold, issued and delivered pursuant to the authority delegated by Section 5 of this ordinance, then such issuance, sale and delivery of the Bonds will effect a savings to the City, which savings will be in the best interest of the City and in the public interest. In making such finding and determination, the Council has given consideration to the parameters for Final Terms set forth in this ordinance, the anticipated maturities of the Series of Bonds issued to carry out the Refunding Plan and the 2011 Bonds, the estimated costs of the issuance, sale and delivery of the Series of Bonds and the expected income from the investment of the proceeds of the issuance and sale of the Series of Bonds and the City Contribution, if any, used in the Refunding Plan pending payment and redemption of the 2011 Bonds.

(g) RCW 39.46.040(2) provides that an ordinance authorizing the issuance of bonds may authorize an officer or employee of the City to serve as the City's designated representative and to accept, on behalf of the City, an offer to purchase those bonds so long as the acceptance of such offer is consistent with terms established by an ordinance that establishes the following terms for the bonds (or parameters with respect thereto): the amount, date, denominations, interest rates, payment dates, final maturity, redemption rights, price, minimum savings for refunding bonds, and any other terms and conditions deemed appropriate by the Council.

(h) The Council, pursuant to RCW 39.46.040(2), desires to delegate authority to the City Manager (or in the absence or disability of the City Manager, the Finance Director), for a limited time, to accept the Final Terms of, and execute, one or more Bond Purchase Agreements, subject to the parameters for such Final Terms set forth in this ordinance.

Section 3. Debt Capacity. The maximum principal amount of the Bonds authorized by this ordinance is \$11,000,000. Based on the following facts, the aggregate maximum principal amount of the Bonds that are authorized to be issued under this ordinance is within the amount permitted to be issued by the City without voter approval:

(a) The assessed valuation of the taxable property within the City as ascertained by the last preceding assessment for City purposes for the calendar year 2022 is \$8,429,184,256.

(b) Assuming the Bonds are issued in their maximum authorized amount, the City would have outstanding general indebtedness evidenced by limited tax general obligation

bonds, notes, leases and conditional sales contracts in the principal amount of \$45,291,848 incurred within the constitutional limit of up to 1½% of the value of the taxable property within the City permitted for general municipal purposes without a vote of the qualified voters therein.

(c) Pursuant to the Contingent Loan Agreement, the City committed to provide loans to, or make equity payments on behalf of, the PFD in the aggregate maximum amount of \$18,434,451.53. As of January 1, 2022, the maximum remaining commitment of the City under the Contingent Loan Agreement was \$6,799,077.50 (which amount represents the sum of scheduled principal and interest payments due on certain PFD bonds). Should such maximum remaining commitment be treated as indebtedness of the City, then that amount, when added to the maximum authorized principal amount of the Bonds and the amount specified in Section 3(b), would remain within the statutory and constitutional limits on indebtedness of up to 1½% of the value of the taxable property within the City permitted for general municipal purposes without a vote of the qualified voters therein.

(d) The City has no unlimited tax general obligation bonds outstanding.

Section 4. Authorization of Bonds. The City is authorized to issue, sell and deliver one or more Series of Bonds for the purpose of providing the money required to accomplish the Project, to accomplish the Refunding Plan, and to pay the administrative costs of the refunding and the costs related to the issuance, sale and delivery of such Series of Bonds.

Section 5. Appointment of Designated Representative; Authority to Approve Bond Purchase Agreements; Description of Bonds. It is anticipated that each Series of Bonds will be sold by negotiated sale to the Purchaser and that the Purchaser will present a Bond Purchase Agreement to the City offering to purchase each or multiple Series of Bonds. Pursuant to RCW 39.46.040(2), the City Manager, or in the absence or disability of the City Manager, the Finance Director, is authorized and directed to conduct the sale of the Bonds, in the manner and upon the terms determined most advantageous to the City, based on the assessment of the Designated Representative of market conditions and in consultation with appropriate City officials, staff and other advisors, and to approve the Final Terms of each Series of Bonds, with such additional terms and covenants as the Designated Representative determines advisable, within the parameters set forth in Exhibit A, which is attached to this ordinance and incorporated by this reference. Final Terms shall be confirmed in each Bond Purchase Agreement and/or separate certificate(s) approved and executed by the Designated Representative in connection with the issuance of each Series of Bonds. The Designated Representative is authorized to execute each Bond Purchase Agreement on behalf of the City, so long as the terms provided therein are consistent with the terms of this ordinance.

Section 6. Bond Registrar; Registration and Transfer of Bonds.

(a) Registration of Bonds. The Bonds of each Series shall be issued only in registered form as to both principal and interest and the ownership of each Bond shall be recorded on the Bond Register maintained for such Series.

(b) Bond Registrar; Duties. Pursuant to RCW 39.46.030(3)(a) the Finance Director has appointed the Bond Registrar. The Bond Registrar shall keep, or cause to be kept,

sufficient books for the registration and transfer of the Bonds, which shall be open to inspection by the City at all times. The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver Bonds transferred or exchanged in accordance with the provisions of the Bonds and this ordinance, to serve as the City's paying agent for the Bonds and to carry out all of the Bond Registrar's powers and duties under this ordinance and the System of Registration. The Bond Registrar shall be responsible for its representations contained in the Bond Registrar's Certificate of Authentication on each Bond. The Bond Registrar may become an Owner with the same rights it would have if it were not the Bond Registrar and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as members of, or in any other capacity with respect to, any committee formed to protect the rights of Owners.

(c) Bond Register; Transfer and Exchange. The Bond Register for each Series shall contain the name and mailing address of the Registered Owner of each Bond of such Series and the principal amount and number of each Bond held by such Registered Owner. Any Bond surrendered to the Bond Registrar may be exchanged for a Bond or Bonds of the same Series in any Authorized Denomination of an equal aggregate principal amount and of the same interest rate and maturity. A Bond may be transferred only if endorsed in the manner provided thereon and surrendered to the Bond Registrar. Any exchange or transfer shall be without cost to the Owner or transferee. The Bond Registrar shall not be obligated to exchange any Bond or transfer registered ownership during the period between the applicable Record Date and the next upcoming interest payment or redemption date.

(d) Securities Depository; Book-Entry Only Form. DTC is appointed as initial Securities Depository. Each Bond initially shall be registered in the name of Cede & Co., as the nominee of DTC. Each Bond registered in the name of the Securities Depository shall be held fully immobilized in book-entry only form by the Securities Depository in accordance with the provisions of the Letter of Representations. Registered ownership of any Bond registered in the name of the Securities Depository may not be transferred except: (i) to any successor Securities Depository; (ii) to any substitute Securities Depository appointed by the City; or (iii) to any person if the Bond is no longer to be held in book-entry only form. Upon the resignation of the Securities Depository, or upon a termination of the services of the Securities Depository by the City, the City may appoint a substitute Securities Depository. If (i) the Securities Depository resigns and the City does not appoint a substitute Securities Depository, or (ii) the City terminates the services of the Securities Depository, the Bonds no longer shall be held in book-entry only form and the registered ownership of each Bond may be transferred to any person as provided in this ordinance.

Neither the City nor the Bond Registrar shall have any obligation to participants of any Securities Depository or the persons for whom they act as nominees regarding accuracy of any records maintained by the Securities Depository or its participants. Neither the City nor the Bond Registrar shall be responsible for any notice that is permitted or required to be given to a Registered Owner except such notice as is required to be given by the Bond Registrar to the Securities Depository.

Section 7. Form and Execution of Bonds. The Bonds shall be prepared in a form consistent with the provisions of this ordinance and State law and shall be signed by the Mayor and Clerk, either or both of whose signatures may be manual or in facsimile, and the seal of the City or a facsimile reproduction thereof shall be impressed or printed thereon. The Bonds of each

Series shall be printed at the City's expense and shall be delivered to the Purchaser in accordance with the Bond Purchase Agreement for such Series, together with an approving legal opinion of Bond Counsel regarding the Bonds of such Series.

No Bond shall be valid or obligatory for any purpose, or entitled to the benefits of this ordinance, unless the Bond bears a certificate of authentication manually signed by the Bond Registrar stating: "This Bond is one of the fully registered City of Kennewick, Washington, Limited Tax General Obligation [and Refunding] Bonds, 2022, described in the Bond Ordinance." A minor deviation in the language of such certificate (including a deviation in the designation of the Bonds authorized by Attachment A hereto) shall not void a certificate of authentication that otherwise is substantially in the form of the foregoing. The authorized signing of a certificate of authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this ordinance.

If any officer whose manual or facsimile signature appears on the Bonds ceases to be an officer of the City authorized to sign bonds before the Bonds bearing his or her manual or facsimile signature are authenticated or delivered by the Bond Registrar or issued by the City, those Bonds nevertheless may be authenticated, issued and delivered and, when authenticated, issued and delivered, shall be as binding on the City as though that person had continued to be an officer of the City authorized to sign bonds. Any Bond also may be signed on behalf of the City by any person who, on the actual date of signing of the Bond, is an officer of the City authorized to sign bonds, although he or she did not hold the required office on the Issue Date applicable to such Bond.

Section 8. Payment of Bonds. Principal of and interest on each Bond shall be payable in lawful money of the United States of America. Principal of and interest on each Bond registered in the name of the Securities Depository is payable in the manner set forth in the Letter of Representations. Interest on each Bond not registered in the name of the Securities Depository is payable by electronic transfer on the interest payment date, or by check or draft of the Bond Registrar mailed on the interest payment date to the Registered Owner at the address appearing on the Bond Register on the Record Date. However, the City is not required to make electronic transfers except pursuant to a request by a Registered Owner in writing received on or prior to the Record Date and at the sole expense of the Registered Owner. Principal of each Bond not registered in the name of the Securities Depository is payable upon presentation and surrender of the Bond by the Registered Owner to the Bond Registrar. The Bonds are not subject to acceleration under any circumstances.

Section 9. Redemption Provisions and Purchase of Bonds.

(a) Optional Redemption. The Bonds shall be subject to redemption at the option of the City on terms acceptable to the Designated Representative, as set forth in a Bond Purchase Agreement, consistent with the parameters set forth in Attachment A.

(b) Mandatory Redemption. Each Bond that is designated as a Term Bond in a Bond Purchase Agreement, consistent with the parameters set forth in Attachment A, and except as set forth below, shall be called for mandatory redemption at a price equal to the stated principal amount to be redeemed, plus accrued interest, on the dates and in the amounts set forth in such

Bond Purchase Agreement. If a Term Bond is redeemed under the optional redemption provisions, defeased or purchased by the City and surrendered for cancellation, the principal amount of the Term Bond so redeemed, defeased or purchased (irrespective of its actual redemption or purchase price) shall be credited against one or more scheduled mandatory redemption installments for that Term Bond. The City shall determine the manner in which the credit is to be allocated and shall notify the Bond Registrar in writing of its allocation prior to the earliest mandatory redemption date for that Term Bond for which notice of redemption has not already been given.

(c) Selection of Bonds for Redemption; Partial Redemption. If fewer than all of the outstanding Bonds are to be redeemed at the option of the City, the City shall select the Series and maturities to be redeemed. If fewer than all of the outstanding Bonds within a single maturity of a Series are to be redeemed, the Securities Depository shall select Bonds registered in the name of the Securities Depository to be redeemed in accordance with the Letter of Representations, and the Bond Registrar shall select all other Bonds to be redeemed randomly (or in such other manner determined by the Designated Representative pursuant to the parameters for Final Terms set forth in Attachment A and identified in the Bond Purchase Agreement for such Series of Bonds) in such manner as the Bond Registrar shall determine. All or a portion of the principal amount of any Bond that is to be redeemed may be redeemed in any Authorized Denomination. If less than all of the outstanding principal amount of any Bond is redeemed, upon surrender of that Bond to the Bond Registrar, there shall be issued to the Registered Owner, without charge, a new Bond (or Bonds, at the option of the Registered Owner) of the same Series, maturity and interest rate in any Authorized Denomination in the aggregate principal amount to remain outstanding.

(d) Notice of Redemption. Notice of redemption of each Bond registered in the name of the Securities Depository shall be given in accordance with the Letter of Representations. Notice of redemption of each other Bond, unless waived by the Registered Owner, shall be given by the Bond Registrar not less than 20 nor more than 60 days prior to the date fixed for redemption by first-class mail, postage prepaid, to the Registered Owner at the address appearing on the Bond Register on the Record Date. The requirements of the preceding sentence shall be satisfied when notice has been mailed as so provided, whether or not it is actually received by an Owner. In addition, the redemption notice shall be mailed or sent electronically within the same period to the MSRB (if required under the Undertaking), to each Rating Agency, and to such other persons and with such additional information as the Secretary shall determine, but these additional mailings shall not be a condition precedent to the redemption of any Bond.

(e) Rescission of Optional Redemption Notice. In the case of an optional redemption, the notice of redemption may state that the City retains the right to rescind the redemption notice and the redemption by giving a notice of rescission to the affected Registered Owners at any time on or prior to the date fixed for redemption. Any notice of optional redemption that is so rescinded shall be of no effect, and each Bond for which a notice of redemption has been rescinded shall remain outstanding.

(f) Effect of Redemption. Interest on each Bond called for redemption shall cease to accrue on the date fixed for redemption, unless either the notice of optional redemption is rescinded as set forth above, or money sufficient to effect such redemption is not on deposit in the Bond Fund or in a trust account established to refund or defease the Bond.

(g) Purchase of Bonds. The City reserves the right to purchase any or all of the Bonds offered to the City at any time at any price acceptable to the City plus accrued interest to the date of purchase.

Section 10. Failure to Pay Bonds. If the principal of any Bond is not paid when the Bond is properly presented at its maturity or date fixed for redemption, the City shall be obligated to pay interest on that Bond at the same rate provided in the Bond from and after its maturity or date fixed for redemption until that Bond, both principal and interest, is paid in full or until sufficient money for its payment in full is on deposit in the Bond Fund, or in a trust account established to refund or defease the Bond, and the Bond has been called for payment by giving notice of that call to the Registered Owner.

Section 11. Pledge of Taxes. The Bonds constitute a general indebtedness of the City and are payable from tax revenues of the City and such other money as is lawfully available for such purposes. For as long as any of the Bonds are outstanding, the City irrevocably pledges that it shall, in the manner provided by law within the constitutional and statutory limitations provided by law without the assent of the voters, include in its annual property tax levy amounts sufficient, together with other money that is lawfully available, to pay principal of and interest on the Bonds as the same become due. The full faith, credit and resources of the City are pledged irrevocably for the prompt payment of the principal of and interest on the Bonds and such pledge shall be enforceable in mandamus against the City.

Section 12. Tax Covenants.

(a) Interest on Taxable Series of Bonds. Interest on any Taxable Series of Bonds will not be excluded from gross income of the Owner of such Taxable Series of Bonds for federal income tax purposes.

(b) Preservation of Tax Exemption for Interest on Tax-Exempt Series of Bonds. The City covenants that it will take all actions necessary to prevent interest on any Tax-Exempt Series of Bonds from being included in gross income for federal income tax purposes, and it will neither take any action nor make or permit any use of proceeds of such Tax-Exempt Series of Bonds or other funds of the City treated as proceeds of such Tax-Exempt Series of Bonds that will cause interest on such Tax-Exempt Series of Bonds to be included in gross income for federal income tax purposes. The City also covenants that it will, to the extent the arbitrage rebate requirements of Section 148 of the Code are applicable to any Tax-Exempt Series of Bonds, take all actions necessary to comply (or to be treated as having complied) with those requirements in connection with such Tax-Exempt Series of Bonds.

(c) Post-Issuance Compliance. On March 15, 2010, the City adopted and implemented Post-Issuance Compliance Policies and Procedures for Tax-Advantaged Bonds to facilitate compliance by the City with the applicable requirements of the Code that must be satisfied after the Issue Date to maintain the tax exemption for interest on the Bonds after the Issue Date. Such procedures remain in effect and have not been repealed, revoked or rescinded.

(d) Designation of Tax-Exempt Series of Bonds as “Qualified Tax-Exempt Obligations.” The Designated Representative is authorized to designate any Tax-Exempt Series of

Bonds as “qualified tax-exempt obligations” for the purposes of Section 265(b)(3) of the Code if the Designated Representative determines and certifies, on behalf of the City, that:

(i) such Tax-Exempt Series of Bonds do not constitute “private activity bonds” within the meaning of Section 141 of the Code;

(ii) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds and other obligations not required to be included in such calculation) that the City and any entity subordinate to the City (including any entity that the City controls, that derives its authority to issue tax-exempt obligations from the City, or that issues tax-exempt obligations on behalf of the City) will issue during the calendar year in which such Tax-Exempt Series of Bonds will be issued will not exceed \$10,000,000; and

(iii) the amount of tax-exempt obligations, including such Tax-Exempt Series of Bonds, so designated by the City as “qualified tax-exempt obligations” for the purposes of Section 265(b)(3) of the Code during the calendar year in which such Tax-Exempt Series of Bonds will be issued will not exceed \$10,000,000.

Section 13. Refunding or Defeasance of the Bonds. The City may issue refunding bonds pursuant to State law or use money available from any other lawful source to carry out a refunding or defeasance plan, which may include (a) paying when due the principal of and interest on any or all of the Bonds (the “defeased Bonds”); (b) redeeming the defeased Bonds prior to their maturity; and (c) paying the costs of the refunding or defeasance. If the City sets aside in a special trust fund or escrow account irrevocably pledged to that redemption or defeasance (the “trust account”), money and/or Government Obligations maturing at a time or times and bearing interest in amounts sufficient to redeem, refund or defease the defeased Bonds in accordance with their terms, then all right and interest of the Owners of the defeased Bonds in the covenants of this ordinance and in the funds and accounts obligated to the payment of the defeased Bonds shall cease and become void. Thereafter, the Owners of defeased Bonds shall have the right to receive payment of the principal of and interest on the defeased Bonds solely from the trust account and the defeased Bonds shall be deemed no longer outstanding. In that event, the City may apply money remaining in any fund or account (other than the trust account) established for the payment or redemption of the defeased Bonds to any lawful purpose. Unless otherwise specified by the City in a refunding or defeasance plan, notice of refunding or defeasance shall be given, and selection of Bonds for any partial refunding or defeasance shall be conducted, in the manner prescribed in this ordinance for the redemption of Bonds.

Section 14. Funds and Accounts; Deposit of Bond Proceeds. Bond proceeds shall be used as follows:

(a) Construction Fund. The Finance Director is hereby directed to create or continue a special fund (the “Construction Fund”), which shall be held separate and apart from other City funds and accounts. The Finance Director shall deposit in the Construction Fund those Bond Sale Proceeds that the Designated Representative determines, pursuant to Attachment A of this ordinance, is to be deposited in the Construction Fund. The money in the Construction Fund shall be used to pay costs of the Project, including costs allocated to the issuance, sale and delivery

of the Bonds, if necessary. Until needed to pay such costs, the City may invest money in the Construction Fund temporarily in any legal investment, and the investment earnings shall be retained in the Construction Fund and be spent for the purposes of that fund.

(b) Bond Fund. Any Bond Sale Proceeds not otherwise deposited into the Construction Fund as set forth above, or with the Refunding Trustee as set forth in Section 15 of this ordinance, shall be deposited in the Bond Fund and shall be used to pay debt service on the Bonds. The principal of, premium, if any, and interest on the Bonds, when due, shall be paid from the Bond Fund. All taxes or other money collected for and allocated to the payment of the principal of and interest on the Bonds shall be deposited in the Bond Fund. Until needed to pay principal of and interest on the Bonds, the City may invest money collected for and allocated to the payment of the principal of and interest on the Bonds temporarily in any legal investment, and the investment earnings shall be retained in the Bond Fund and be spent for the purposes of that fund.

From the proceeds received from the sale of the Series of Bonds used to accomplish the Refunding Plan, the Finance Director is authorized and directed to deposit in the Bond Fund any net premium and/or rounding (contingency) amounts that are not necessary to carry out the Refunding Plan (which net premium and/or rounding amounts shall be used to pay interest on that Series of Bonds on their earliest interest payment dates), and the remaining proceeds received from the sale of such Series, together with the City Contribution, if any, shall be deposited with the Refunding Trustee in accordance with the provisions of Section 15 of this ordinance.

Section 15. Refunding of the 2011 Bonds.

(a) Appointment of the Refunding Trustee. Pursuant to RCW 39.53.070, the Refunding Trustee is hereby appointed to serve as trustee to oversee the safekeeping and application of the Bond proceeds and the City Contribution, if any, delivered to it.

(b) Use of Bond Proceeds; Acquisition of Acquired Obligations. The Bond Sale Proceeds used to accomplish the Refunding Plan shall be deposited immediately with the Refunding Trustee upon receipt and used, together with the City Contribution, if any, to discharge the obligations of the City under Ordinance No. 5371 relating to the 2011 Bonds to be redeemed with such proceeds by providing for the payment of the amounts required to be paid by the Refunding Plan pertaining to such Series of Bonds. To the extent practicable, the obligations of the City under Ordinance No. 5371 relating to the 2011 Bonds shall be discharged fully by the Refunding Trustee holding the proceeds of the sale of the Bonds as uninvested cash and/or applying such proceeds to purchase Acquired Obligations bearing such interest and maturing as to principal and interest in such amounts and at such times so as to provide, together with a beginning cash balance, if necessary, for the payment of the amounts required to be paid pursuant to such Refunding Plan. If purchased, the Acquired Obligations shall be listed and more particularly described in the applicable Refunding Trust Agreement, but are subject to substitution as set forth below. The Designated Representative is authorized and directed to approve: (i) any Acquired Obligations to be purchased; and/or (ii) the amount of uninvested cash to be held by the Refunding Trustee. The Refunding Trustee shall return to the City, as soon as reasonably practicable following the delivery of a Series of Bonds to the Purchaser, any proceeds of such Series of Bonds or other money deposited with the Refunding Trustee not needed to: (i) be held as uninvested cash to discharge the obligations of the City under Ordinance No. 5371 relating to the 2011 Bonds; (ii)

purchase any Acquired Obligations; (iii) pay the administrative costs of the refunding and the costs related to the issuance, sale and delivery of such Series; or (iv) provide a beginning cash balance. Any proceeds of such Series so returned to the City shall be deposited in the Bond Fund to pay interest on the Bonds of such Series on their first interest payment date.

(c) Substitution of Acquired Obligations. Prior to the purchase of any Acquired Obligations, the City reserves the right to substitute other money and/or noncallable, nonprepayable Government Obligations (“Substitute Obligations”) for any of the Acquired Obligations and to use any savings created thereby for any lawful City purpose if: (i) in the opinion of Bond Counsel the interest on the applicable Series of Bonds will remain excluded from gross income for federal income tax purposes under Sections 103 and 148 of the Code; and (ii) such substitution shall not impair the timely payment of the amounts required to be paid by the Refunding Plan, as verified by a nationally recognized independent certified public accounting firm.

After the purchase of the Acquired Obligations by the Refunding Trustee, the City reserves the right to substitute therefor cash or Substitute Obligations subject to the conditions that such money or securities held by the Refunding Trustee shall be sufficient to carry out the Refunding Plan, that such substitution will not cause the Bonds and the 2011 Bonds to be arbitrage bonds within the meaning of Section 148 of the Code and regulations thereunder in effect on the date of such substitution and applicable to obligations issued on the Issue Date, and that the City obtains, at its expense: (i) a verification by a nationally recognized independent certified public accounting firm confirming that the payments of principal of and interest on the substitute securities, if paid when due, and any other money held by the Refunding Trustee will be sufficient to carry out the Refunding Plan; and (ii) an opinion from Bond Counsel to the effect that the disposition and substitution or purchase of such securities, under the statutes, rules and regulations then in force and applicable to the Bonds: (1) will not cause the interest on the Bonds to be included in gross income for federal income tax purposes, and (2) that such disposition and substitution or purchase is in compliance with the statutes and regulations applicable to the Bonds. Any surplus money resulting from the sale, transfer, other disposition or redemption of the Acquired Obligations and the substitutions therefor shall be released from the trust estate and transferred to the City to be used for any lawful City purpose.

(d) Administration of Refunding Plan. The Refunding Trustee is authorized and directed to hold uninvested cash and/or purchase the Acquired Obligations (or Substitute Obligations) and to make the payments required to be made by the Refunding Plan from the Acquired Obligations (or Substitute Obligations) and money deposited with the Refunding Trustee pursuant to this ordinance. All Acquired Obligations (or Substitute Obligations) and money deposited with the Refunding Trustee and any income therefrom shall be held irrevocably, invested and applied in accordance with the provisions of Ordinance No. 5371, this ordinance, chapter 39.53 RCW and other applicable laws of the State, and the Refunding Trust Agreement. All necessary and proper fees, compensation and expenses of the Refunding Trustee and all other costs incidental to the setting up of the escrow to accomplish the Refunding Plan and aggregate costs related to the issuance, sale and delivery of the Bonds, including bond printing, rating service fees, verification fees, bond counsel’s fees, financial advisor’s fees and other related expenses, shall be paid out of the proceeds of the Bonds.

(e) Authorization for Refunding Trust Agreement. To carry out the Refunding Plan provided for by this ordinance, the City Manager and the Finance Director, and each of them acting alone, are severally authorized and directed to execute and deliver to the Refunding Trustee a Refunding Trust Agreement setting forth the duties, obligations and responsibilities of the Refunding Trustee in connection with the payment, redemption and retirement of the 2011 Bonds and Refunding Bonds, as applicable, as provided herein and stating that the provisions for payment of the fees, compensation and expenses of such Refunding Trustee set forth therein are satisfactory to it.

(f) Call for Redemption of the 2011 Bonds. Effective upon the Issue Date of each Series of Bonds, the City calls for redemption on the Redemption Date, all of the 2011 Bonds to be refunded by such Series at the price of par plus accrued interest. Such call for redemption shall be irrevocable once it becomes effective. The Refunding Trustee is authorized and directed to give or cause to be given such notices as required, at the times and in the manner required, pursuant to Ordinance No. 5371 and the applicable Refunding Trust Agreement in order to effect the redemption of the 2011 Bonds prior to their stated maturity dates.

(g) Additional City Findings with Respect to Refunding. Prior to the execution of any Bond Purchase Agreement, the Designated Representative must determine, on behalf of the City, that the issuance, sale and delivery of that particular Series of Bonds will effect a net present value savings to the City as described in the parameters for Final Terms set forth in Attachment A. The Council finds and determines that such net present value savings is in the best interest of the City and in the public interest. In making such finding and determination, the Designated Representative shall give consideration to the fixed maturities of the Bonds of that Series and the 2011 Bonds to be refunded by such Series, the costs related to the issuance, sale and delivery of such Series and the known earned income from the investment of the proceeds of the issuance and sale of such Series and the City Contribution, if any, used in the particular Refunding Plan pending payment and redemption of the 2011 Bonds. The City finds and determines that (i) the money to be deposited with the Refunding Trustee for the 2011 Bonds in accordance with this Section 16 will discharge and satisfy the obligations of the City under Ordinance No. 5371 with respect to such 2011 Bonds, and the pledges, charges, trusts, covenants and agreements of the City in Ordinance No. 5371 made or provided for as to such 2011 Bonds, and (ii) such 2011 Bonds shall no longer be deemed to be outstanding under Ordinance No. 5371 immediately upon the deposit of such money with the Refunding Trustee.

Section 16. Official Statement; Continuing Disclosure.

(a) Preliminary Official Statement. For the sole purpose of the Purchaser's compliance with paragraph (b)(1) of Rule 15c2-12 with respect to any preliminary official statement prepared in connection with the sale of any Series of Bonds (the "Preliminary Official Statement"), the City Manager and the Finance Director, and each of them acting alone, are severally authorized: (i) to review and "deem final" that Preliminary Official Statement as of its date, except for the omission of information permitted to be omitted by Rule 15c2-12; and (ii) to authorize the distribution by the Purchaser of the "deemed final" Preliminary Official Statement to potential purchasers of the Bonds of such Series.

(b) Official Statement. The City Manager and the Finance Director, and each of them acting alone, are hereby authorized to review and approve on behalf of the City a final official statement (the “Official Statement”) with respect to any Series of Bonds, substantially in the form of the “deemed final” Preliminary Official Statement for that Series of Bonds and supplemented or amended as the City Manager or the Finance Director deem necessary, desirable, or appropriate. The City Manager and the Finance Director, and each of them acting alone, are authorized to execute each such Official Statement and the City is authorized to deliver or cause to be delivered that Official Statement to the Purchaser in the manner required by Rule 15c2-12, the MSRB and the applicable Bond Purchase Agreement.

(c) Undertaking to Provide Continuing Disclosure. If necessary to meet the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to the Purchaser acting as a participating underwriter for a Series of Bonds, the City Manager and the Finance Director, and each of them acting alone, are authorized to execute a written undertaking to provide continuing disclosure for the benefit of holders of a Series of Bonds in substantially the form attached to this ordinance as Attachment B, which is incorporated herein by this reference.

Section 17. Supplemental and Amendatory Ordinances. The City may supplement or amend this ordinance for any one or more of the following purposes without the consent of any Owners of the Bonds:

(a) To add covenants and agreements that do not materially adversely affect the interests of Owners, or to surrender any right or power reserved to or conferred upon the City.

(b) To cure any ambiguities, or to cure, correct or supplement any defective provision contained in this ordinance in a manner that does not materially adversely affect the interest of the Beneficial Owners of the Bonds.

Section 18. General Authorization and Ratification. The Mayor, the Clerk, the City Manager, the Finance Director and other appropriate officers of the City are authorized to take such actions and to create, accept, execute, send, use and rely upon such documents, records and signatures (including in tangible medium, manual, facsimile or electronic form, under any security procedure or platform, and notwithstanding any other City ordinance, resolution, rule or policy) as in their judgment may be necessary or desirable to carry out the transactions contemplated in connection with this ordinance, and to do everything necessary for the prompt delivery of each Series of Bonds to the Purchaser thereof and for the proper application, use and investment of the proceeds of the Bonds. All actions taken prior to the effective date of this ordinance in furtherance of the purposes described in this ordinance and not inconsistent with the terms of this ordinance are ratified and confirmed in all respects.

Section 19. Severability. The provisions of this ordinance are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, finds any provision of this ordinance to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this ordinance in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

Section 20. Effective Date of Ordinance. This ordinance shall take effect and be in force from and after its passage and five days following its publication as required by law.

PASSED by the City Council of the City of Kennewick, Washington, at an open public meeting thereof, this 17th day of May, 2022, and signed in authentication of its passage this 17th day of May, 2022.

BILL MCKAY, Mayor

Attest:

ORDINANCE NO. 5982 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington this 18th day of May, 2022.

TERRI L. WRIGHT, City Clerk

Approved as to Form

DAN J. LEGARD, Finance Director

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION: _____

Attachment A

PARAMETERS FOR FINAL TERMS

- (a) Principal Amount: The Bonds may be issued in one or more Series and shall not exceed the aggregate principal amount of \$11,000,000.
- (b) Date or Dates: Each Series of Bonds shall be dated its Issue Date, which date shall occur before December 31, 2022.
- (c) Tax Status: The Designated Representative, on behalf of the City, is authorized to determine whether any Series of Bonds will be issued as a Taxable Series of Bonds or a Tax-Exempt Series of Bonds, and to confirm the identification of any such Taxable Series of Bonds or Tax-Exempt Series of Bonds in the Bond Purchase Agreement applicable for such Series of Bonds.
- (d) Denominations; Series Designation: The Bonds shall be issued in Authorized Denominations. The designation of each Series of Bonds may include reference as to whether such Series of Bonds will be issued as a Taxable Series of Bonds or as a Tax-Exempt Series of Bonds. Conforming changes shall be made in the certificate(s) of authentication authorized by Section 8 of this ordinance.
- (e) Interest Rate(s): The Bonds of each Series shall bear interest at fixed rates *per annum* (computed on the basis of a 360-day year of twelve 30-day months) from the Issue Date for such Series or from the most recent interest payment date for which interest has been paid or duly provided for, whichever is later. One or more rates of interest may be fixed for each Bond of any Series of Bonds; provided that, no rate of interest for any Bond may exceed 5.00% and the true interest cost to the City for each Series of the Bonds may not exceed 5.50%.
- (f) Payment Dates: Interest on each Series of Bonds shall be payable semiannually (on each June 1 and December 1), commencing on the date selected by the Designated Representative, which date shall be no later than 12 months following the Issue Date of such Series of Bonds. Principal shall be payable on such date(s) and in such amount(s) as are selected by the Designated Representative; provided that, principal shall only be payable on June 1 and/or December 1 in any given year.
- (g) Final Maturity. Each Series of Bonds shall mature no later than the date that is 21 years after the Issue Date of that Series.
- (h) Redemption Rights: The Designated Representative may approve in a Bond Purchase Agreement provisions for the optional and mandatory redemption of Bonds, subject to the following:
- (1) Optional Redemption. Any Bond may be designated as being (i) subject to redemption at the option of the City prior to its maturity date on the dates and at the prices set forth in a Bond Purchase Agreement; or (ii) not subject to redemption prior to its maturity date. If a Bond is subject to optional redemption prior to its maturity, it must be subject to such redemption on

one or more dates occurring not more than 10½ years after the Issue Date.

- (2) Mandatory Redemption. Any Bond may be designated as a Term Bond, subject to mandatory redemption prior to its maturity on the dates and in the amounts set forth in a Bond Purchase Agreement.
- (3) Selection of Bonds for Redemption. The Designated Representative may approve a manner of selecting Bonds of any Series for redemption that is different from the manner specified in Section 10(c) of this ordinance. Any such different manner of selecting Bonds for redemption shall be specified in the Bond Purchase Agreement for such Series of Bonds (in which case, the manner of selecting such Bonds for redemption set forth in the Bond Purchase Agreement shall govern over the manner specified in Section 10(c) of this ordinance).

- (i) Price: The Aggregate Purchase Price for each Series of Bonds shall not be less than 98% or more than 130% of the aggregate stated principal amount of such Series of Bonds.
- (j) Bond Sale Proceeds: The Designated Representative shall determine the amounts of Bond Sale Proceeds received from the Purchaser to be (1) deposited with the Refunding Trustee to carry out the Refunding Plan, (2) deposited into the Construction Fund, (3) deposited into the Bond Fund, (4) retained by the Purchaser as underwriter’s discount and reimbursement of expenses, and/or (5) paid directly to third parties as Bond issuance costs.
- (k) Section 265(b)(3) Designation: Pursuant to Section 13(d) of this ordinance, the Designated Representative may designate or confirm as deemed designated any qualifying Tax-Exempt Series of Bonds as “qualified-tax exempt obligations” for purposes of Section 265(b)(3) of the Code.
- (l) Minimum savings. The issuance of the Bonds of a Series allocated and used to accomplish the Refunding Plan shall produce a minimum net present value savings to the City of 2% (as a percentage of the 2011 Bonds refunded by such Bonds). Net present value savings means the present value of difference between annual debt service on the refunded 2011 Bonds and the annual debt service on such Bonds, discounted to the Issue Date using the yield on the Series of Bonds as the discount rate. Any net premium and/or rounding (contingency) amounts required to be deposited into the Bond Fund pursuant to Section 15(b) of this ordinance on the Issue Date must be added to the proceeds of the Bonds to determine net present value savings. The amount of the City Contribution, if any, made on such Issue Date must be subtracted from the proceeds of the Bonds to determine net present value savings.
- (m) Other Terms and Conditions:
 - (1) No Series of Bonds may be issued if it would cause the indebtedness of the City to exceed the City’s legal debt capacity on the Issue Date.

- (2) The Designated Representative is authorized to determine the amount of the City Contribution and cause the City to transfer the City Contribution to the Refunding Trustee.
- (3) The Designated Representative, in consultation with the Purchaser, may determine that it is in the City's best interest to provide for bond insurance or other credit enhancement, and may accept, on behalf of the City, such additional terms, conditions, and covenants as may be required by the bond insurer, if consistent with the provisions of this ordinance.
- (4) The Designated Representative is authorized to take such additional action as may be necessary or convenient for the issuance of Bonds pursuant to the terms of this ordinance.

Attachment B

[Form of] UNDERTAKING TO PROVIDE CONTINUING DISCLOSURE

City of Kennewick, Washington Limited Tax General Obligation [and Refunding] Bonds, 2022

The City of Kennewick, Washington (the “City”), makes the following written Undertaking for the benefit of holders of the above-referenced bonds (the “Bonds”), for the sole purpose of assisting the Purchaser in meeting the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to a participating underwriter for the Bonds. Capitalized terms used but not defined below shall have the meanings given in Ordinance No. 5982 of the City (the “Bond Ordinance”).

(a) **Undertaking to Provide Annual Financial Information and Notice of Listed Events.** The City undertakes to provide or cause to be provided, either directly or through a designated agent, to the MSRB, in an electronic format as prescribed by the MSRB, accompanied by identifying information as prescribed by the MSRB:

- (i) Annual financial information and operating data of the type included in the final official statement for the Bonds and described in paragraph (b) (“annual financial information”);
- (ii) Timely notice (not in excess of 10 business days after the occurrence of the event) of the occurrence of any of the following events with respect to the Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701 – TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds; (7) modifications to rights of holders of the Bonds, if material; (8) bond calls (other than scheduled mandatory redemptions of Term Bonds), if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar event of the City, as such “Bankruptcy Events” are defined in Rule 15c2-12; (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; (14) appointment of a successor or additional trustee or the change of name of a trustee, if material; (15) incurrence of a financial obligation of the City or obligated

person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City or obligated person, any of which affect security holders, if material; and (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the City or obligated person, any of which reflect financial difficulties. The term “financial obligation” means a (A) debt obligation; (B) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) guarantee of (A) or (B). The term “financial obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12; and

(iii) Timely notice of a failure by the City to provide required annual financial information described in paragraph (b)(i) on or before the date specified in paragraph (b)(ii).

(b) Type of Annual Financial Information Undertaken to be Provided. The annual financial information that the City undertakes to provide in paragraph (a):

(i) Shall consist of (1) annual financial statements prepared (except as noted in the financial statements) in accordance with applicable generally accepted accounting principles applicable to local governmental units of the State such as the City, as such principles may be changed from time to time, which statements may be unaudited, provided, that if and when audited financial statements are prepared and available they will be provided; (2) principal amount of general obligation bonds outstanding at the end of the applicable fiscal year; (3) assessed valuation for that fiscal year; (4) property tax levy amounts and rates for that fiscal year; and (5) a statement of revenues from regular property tax levies and excise taxes imposed by the City during that fiscal year;

(ii) Shall be provided not later than the last day of the ninth month after the end of each fiscal year of the City (currently, a fiscal year ending December 31), as such fiscal year may be changed as required or permitted by State law, commencing with the City’s fiscal year ending December 31, 2022; and

(iii) May be provided in a single or multiple documents, and may be incorporated by specific reference to documents available to the public on the Internet website of the MSRB or filed with the SEC.

(c) Amendment of Undertaking. This Undertaking is subject to amendment after the primary offering of the Bonds without the consent of any holder of any Bond, or of any broker, dealer, municipal securities dealer, participating underwriter, Rating Agency or the MSRB, under the circumstances and in the manner permitted by Rule 15c2-12. The City will give notice to the MSRB of the substance (or provide a copy) of any amendment to the Undertaking and a brief statement of the reasons for the amendment. If the amendment changes the type of annual financial information to be provided, the annual financial information containing the amended financial

information will include a narrative explanation of the effect of that change on the type of information to be provided.

(d) Beneficiaries. This Undertaking shall inure to the benefit of the City and the holder of each Bond, and shall not inure to the benefit of or create any rights in any other person.

(e) Termination of Undertaking. The City's obligations under this Undertaking shall terminate upon the legal defeasance or redemption of all of the Bonds. In addition, the City's obligations under this Undertaking shall terminate if the provisions of Rule 15c2-12 that require the City to comply with this Undertaking become legally inapplicable in respect of the Bonds for any reason, as confirmed by an opinion of Bond Counsel delivered to the City, and the City provides timely notice of such termination to the MSRB.

(f) Remedy for Failure to Comply with Undertaking. As soon as practicable after the City learns of any failure to comply with this Undertaking, the City will proceed with due diligence to cause such noncompliance to be corrected. No failure by the City or other obligated person to comply with this Undertaking shall constitute a default in respect of the Bonds. The sole remedy of any holder of a Bond shall be to take action to compel the City or other obligated person to comply with this Undertaking, including seeking an order of specific performance from an appropriate court.

(g) Designation of Official Responsible to Administer Undertaking. The City's Finance Director or his or her designee is the person designated, in accordance with the Bond Ordinance, to carry out the Undertaking in accordance with Rule 15c2-12, including, without limitation, the following actions:

- (i) Preparing and filing the annual financial and operating information undertaken to be provided in paragraph (a)(i);
- (ii) Determining whether any failure to provide the annual financial information undertaken to be provided in paragraph (a)(i) has occurred and providing any notice undertaken to be provided in paragraph (a)(iii);
- (iii) Determining whether any event specified in items (1)-(16) of paragraph (a)(ii) has occurred, assessing its materiality, where necessary, with respect to the Bonds, and preparing and disseminating any notice undertaken to be provided in paragraph (a)(ii) of its occurrence;
- (iv) Determining whether any person other than the City is an "obligated person" within the meaning of Rule 15c2-12 with respect to the Bonds, and obtaining from such person an undertaking to provide any annual financial information and notice of listed events for that person required under Rule 15c2-12;
- (v) Selecting, engaging and compensating designated agents and consultants, including financial advisors and legal counsel, to assist and advise the City in carrying out this Undertaking; and

(vi) Effecting any necessary amendment of this Undertaking.

Dated: [to be dated the Issue Date].

CITY OF KENNEWICK, WASHINGTON

[to be signed at closing]
City Manager

CERTIFICATION

I, the undersigned, City Clerk of the City of Kennewick, Washington (the “City”), hereby certify as follows:

1. The foregoing Ordinance No. 5982 (the “Ordinance”) is a full, true and correct copy of the Ordinance duly passed at a regular meeting of the City Council of the City held at the regular meeting place on May 17, 2022 (the “Meeting”), as that Ordinance appears on the minute book of the City; and the Ordinance will be in full force and effect five days after publication of its summary in the City’s official newspaper; and

2. Pursuant to various proclamations and orders issued by the Governor of the State of Washington, options were provided for the public to attend the Meeting remotely, including by telephonic access and, as available, internet access, which options provided the ability for all persons attending the Meeting remotely to hear each other at the same time.

3. The Meeting was duly convened and held in all respects in accordance with law, the public was notified of the access options for remote attendance via the City’s website, a quorum was present throughout the Meeting through telephonic and/or internet means of remote access, and a sufficient number of members of the City Council so present voted in the proper manner for the passage of the Ordinance.

IN WITNESS WHEREOF, I have hereunto set my hand on May 17, 2022.

CITY OF KENNEWICK, WASHINGTON

Terri L. Wright, City Clerk



City Council Meeting Schedule May 2022

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

- May 3, 2022
Tuesday, 6:30 p.m. REGULAR COUNCIL MEETING
- May 10 2022
Tuesday, 6:30 p.m. WORKSHOP MEETING
1. Regional and Neighborhood Parks
 2. Fire Department Update: Biennium Goals & Priorities
 3. Police Department Update: Biennium Goals & Priorities
- May 17, 2022
Tuesday, 6:30 p.m. REGULAR COUNCIL MEETING
- May 24, 2022
Tuesday, 6:30 p.m. WORKSHOP MEETING
1. Kennewick Public Facilities District & VenuWorks
 2. Entertainment District Partnership Update (A-1 Pearl)
 3. Planning & Public Works Development Process
 4. Fourth of July Safety Measures
- May 31, 2022
Tuesday, 6:30 p.m. NO MEETING SCHEDULED

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

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



City Council Meeting Schedule June 2022

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

June 7, 2022

Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

June 14 2022

Tuesday, 6:30 p.m.

WORKSHOP MEETING

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

June 21, 2022

Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

June 28, 2022

Tuesday, 6:30 p.m.

WORKSHOP MEETING

1. Tri-Cities Water Follies Update
2. Management Services Update: Biennium Goals & Priorities
3. Parks & Recreation Department Update: Biennium Goals & Priorities
4. Motorized Personal Transport

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