



City Council Meeting Schedule August 2020

City Council passed Resolution 20-08 on June 23, 2020, which temporarily designates the location for regular, special and study session meetings to the virtual location until Benton County enters into Phase Three of the Governor's Safe Start Reopening Plan. The City broadcasts City Council meetings on the City's website <https://www.go2kennewick.com/CouncilMeetingBroadcasts>.

August 4, 2020

Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

August 11, 2020

Tuesday, 5:30 p.m.

EXECUTIVE SESSION RCW 42.30.110(1)(ii) Pending
Litigation (40 minutes)

Tuesday, 6:30 p.m.

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

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

1. Parks & Recreation Update
2. Fire Department Annual Update
3. City Attorney's Office Annual Update

August 18, 2020

Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

August 25, 2020

Tuesday, 6:30 p.m.

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

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

1. Ethics Officer Update
2. Finance Update

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

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



CITY COUNCIL REGULAR MEETING AGENDA
August 4, 2020 at 6:30 p.m.
City's Website

City Council passed Resolution 20-08 on June 23, 2020, which temporarily designates the location for regular, special and study session meetings to the virtual location until Benton County enters into Phase Three of the Governor's Safe Start Reopening Plan.

The City of Kennewick broadcasts City Council meetings on the City's website at <https://www.go2kennewick.com/CouncilMeetingBroadcasts>. The City will be providing options for citizen comment via Zoom and the City's website (see more information under Visitors on the agenda) and for citizen comment via Zoom and the City's website for the public hearing (see more information under Public Hearings/Meetings on the agenda)

1. CALL TO ORDER

Roll Call/Pledge of Allegiance/Welcome

HONORS & RECOGNITIONS

2. APPROVAL OF AGENDA

3. CONSENT AGENDA

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

- a. Minutes of Regular Meeting of July 21, 2020.
- b. (1) Motion to approve Claims Roster for July 24, 2020.
(2) Motion to approve Claims Roster for the Columbia Park Golf Course Account for June 2020.
- c. Motion to approve Payroll Roster for July 15, 2020.
- d. Motion to authorize the Mayor to sign a License Agreement regarding a Pedestrian Pathway from Edison St. to Union St. with the Kennewick Irrigation District.
- e. Motion to authorize the Mayor to sign the Interlocal Agreement with Benton County for the 2020 Byrne Justice Assistance Grant (JAG) Program Award.

4. VISITORS

To best comply with Resolution 20-08, the City asks all members of the public that would like to comment under the Visitors section of the agenda to fill out an online form at <https://www.go2kennewick.com/VisitorsComments> no later than 5:00 p.m. on Monday, August 3rd to be included in the Council packet.

Interested parties may also submit written comments to P.O. Box 6108, Kennewick, WA 99336; or e-mail clerkinfo@ci.kennewick.wa.us no later than 5:00 p.m. on Monday, August 3rd to be included in the Council packet.

If you wish to comment under the Visitors section during the meeting, please register at https://us02web.zoom.us/webinar/register/WN_JsLEZVd3Q9OK6tNUrYY3wg. Registrations must be received by 4:00 p.m. on Tuesday, August 4th.

5. ORDINANCES/RESOLUTIONS

- a. Ordinance 5874: Sign Code Amendment
- b. Ordinance 5875: Verizon Small Cell Franchise Agreement

6. PUBLIC HEARINGS/MEETINGS

a. Resolution 20-09: Vacate a 5' slope easement at 2062 N. Steptoe St

To best comply with Resolution 20-08, the City asks all members of the public that would like to comment regarding items under Public Hearings/Meetings fill out an online form at <https://www.go2kennewick.com/PublicHearing> no later than 5:00 p.m. on Monday, August 3rd to be included in the Council packet.

Interested parties may also submit written comments to P.O. Box 6108, Kennewick, WA 99336; or e-mail clerkinfo@ci.kennewick.wa.us no later than 5:00 p.m. on Monday, August 3rd to be included in the Council packet.

If you wish to comment on the public hearing during the meeting, please register at https://us02web.zoom.us/webinar/register/WN_JsLEZVd3Q9OK6tNUrYY3wg. Registrations must be received by 4:00 p.m. on Tuesday, August 4th.

7. NEW BUSINESS

a. Zoning Code Amendment

8. UNFINISHED BUSINESS

9. COUNCIL COMMENTS/DISCUSSION

10. ADJOURNMENT

CITY OF KENNEWICK
CITY COUNCIL
Regular Meeting
July 21, 2020

1. CALL TO ORDER

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

The meeting was conducted through an online, virtual meeting platform. Councilmembers and staff joined remotely. Council passed Resolution 20-08 on June 23, 2020, which temporarily designates the location for regular, special and study session meetings to the virtual location until Benton County enters into Phase Three of the Governor's Safe Start Reopening Plan.

City Council and Staff Present:

Mayor Pro Tem Steve Lee	Marie Mosley	Emily Estes-Cross
John Trumbo	Greg McCormick	Ken Hohenberg
Bill McKay	Christina Palmer	Chad Michael
Chuck Torelli	Lisa Beaton	Evelyn Lusignan
Jim Millbauer	Cary Roe	Bruce Mills
Brad Beauchamp	Terri Wright	
Mayor Don Britain	Dan Legard	

Mayor Britain led the Pledge of Allegiance.

HONORS & RECOGNITIONS

- Retiree Recognition – Todd Dronen

Mayor Britain read the retirement plaque words and thanked Mr. Dronen for his 24-years of service to the City.

Kennewick retired firefighter Steve Bailie and former Kennewick Mayor Brad Fisher, passed away this last week. Mayor Britain extended condolences to both families.

2. APPROVAL OF AGENDA

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

3. APPROVAL OF CONSENT AGENDA

- Minutes of Regular Meeting of July 7, 2020.
- (1) Motion to approve Claims Roster for July 10, 2020.
(2) Motion to approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for May 2020
- Motion to approve Payroll Roster for June 30, 2020.
- Motion to authorize the Mayor to sign Addendum No. 2 to a Purchase and Sale Agreement with A-1 Pearl Development Group, LLC.
- Motion to increase the contingency amount from \$26,688.98 (10%) to \$81,868.23 (30.67%) and accept the work of Culbert Construction for Contract P1931-19, West 14th Place Outfall & Misc. Storm Sites, in the amount of \$348,758.06.
- Motion to authorize the City Manager to sign the Outside Utility Agreement with Randy & Nancy Rutherford to provide sanitary sewer service.
- Motion to authorize the City Manager to sign the Outside Utility Agreement with Richard & Judy Westerberg to provide sanitary sewer service.

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

4. VISITORS - None
5. ORDINANCE/RESOLUTIONS - None
6. PUBLIC HEARINGS/MEETINGS - None
7. NEW BUSINESS - None
8. UNFINISHED BUSINESS - None
9. COUNCIL COMMENTS/DISCUSSION

Council members commented on their respective activities.

10. EXECUTIVE SESSION – RCW 42.30.110(b) Property Purchase (20 minutes)

Mayor Britain stated Council would go into executive session at 7:01 p.m. per RCW 42.30.110(b) Property Purchase for 20 minutes.

Mayor Britain returned at 7:21 and stated Council would need an additional 10 minutes.

11. ADJOURNMENT

Meeting adjourned at 7:31 p.m.

Terri L. Wright, CMC
City Clerk

Council Agenda Coversheet



Agenda Item Number	3.b.(1)	Council Date	08/04/2020
Agenda Item Type	General Business Item		
Subject	Claims Roster		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

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

Recommendation

That Council approve the Claims Roster.

Motion for Consideration

I move to approve the Claims Roster dated July 24, 2020, in the amount \$1,870,136.03, and comprised of check numbers 153864 through 154067 and wire transfer numbers 300415 through 300417.

Summary

The payments on this Claims Roster are comprised of the following issued 07/11/20 – 07/24/20:

Check numbers 153864 through 154067	\$1,726,731.90
Wire transfer number 300415	217.00
Wire transfer number 300416	102,958.23
Wire transfer number 300417	40,228.90

Total	\$1,870,136.03

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

Alternatives

None.

Fiscal Impact

\$1,870,136.03.

Through	Lynne Brown Jul 27, 15:37:50 GMT-0700 2020
Dept Head Approval	Dan Legard Jul 27, 16:19:24 GMT-0700 2020
City Mgr Approval	Ken Hohenberg Jul 30, 08:55:53 GMT-0700 2020

Attachments:

Recording Required?

City of Kennewick
Claims Roster

7/11/2020 - 7/24/2020

Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount \$
001 GENERAL FUND					
010 CITY COUNCIL					
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in 5 RETIREMENT PLAQUES.	307.88
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in LIVEVIEWGPS TRACKER YEARLY SUBSC	958.80
Total amount by Department					\$ 1,266.68
020 CITY MANAGER					
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in CLOCK FOR LOBBY.	31.44
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in OFFICE SUPPLIES.	10.85
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in SUPPLIES	90.07
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in IPHONE CASES - MARIE/JACKIE	26.89
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in SUPPLIES	-90.07
Total amount by Department					\$ 69.18
032 SUPPORT SERVICES-FINANCE					
154031	07/24/2020	00976	WA STATE AUDITOR'S OFFICE	in AUDIT 51353 19-19	43,990.90
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in WSCPA DUES.	315.00
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in GAAFR 2020.	249.00
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in SURGE SUPPRESSOR EXTENSION CORD/P	37.46
Total amount by Department					\$ 44,592.36
034 SUPPORT SERVICES - INFO SYSTEMS					
153918	07/24/2020	08295	CENTURYLINK	in PS/ALI - ALI/SR PER 100 REC	7.18
153981	07/24/2020	08210	MOBILEGUARD INC	in NET GUARD	1,370.19
300416	07/24/2020	00167	WA STATE DEPT OF REVENUE	in EXCISE TAX	319.03
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in PMP EXAM PREP - CODY LEWIS	53.75
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in DESKPHONE WIRELESS HEADSET - IT	198.34
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in SATA HARD DRIVE POWER CABLE - IT	8.68
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in NEXVORTEX MONTHLY CHARGES - JUNE	346.55
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in MONTHLY CREDIT CARD PROCESSING	485.25
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in 2 LOGITECH C930E WEBCAMS - JOHN BAI	434.38
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in USB HEADSET - IT	11.94
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in HEADSET FOR DESKPHONE - RON KILME	181.34
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in LIGHTING CONTROLLER MODULE - CITY	283.45
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in NETIQ ADVANCED AUTHENTICATION REI	1,245.04
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in REPLACEMENT CASE/KEYBOARD - BILL I	59.71
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in SHOPLOCALKENNEWICK.COM DOMAIN I	39.47
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in SWIFFER DUSTER REFILL PACK & HANDI	23.46

City of Kennewick

Claims Roster

7/11/2020 - 7/24/2020

Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount \$
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	PROJECT MANAGEMENT TRAINING - COI	3,294.00
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	PYCHARM ANNUAL SUBSCRIPTION (GIS -	216.11
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	DEVCFRAFT TELERIK ULTIMATE DEVELOI	2,148.32
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	4 BOTTLES OF HAND SANITIZER - IT	43.42
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	CITY HALL DOOR CONTROLLER FIRMWA	162.90
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	NEXVORTEX SIP TRUNK SETUP AND PRO	2,199.16
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	MONTHLY SKYPE SUBSCRIPTION - JUNE :	8.52
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	WEBEX SUBSCRIPTION RENEWAL FOR JU	108.33
Total amount by Department					\$ 13,248.52
035 SUPPORT SERVICES-CUSTOMER SERVICE					
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	OFFICE SUPPLIES.	49.88
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	REPLACEMENT HEADSET FOR KAREN - C	220.85
Total amount by Department					\$ 270.73
041 CITY CLERK					
154019	07/24/2020	00172	THE TRI-CITY HERALD	ORDINANCE PUBLICATION	127.99
154019	07/24/2020	00172	THE TRI-CITY HERALD	LEGAL PUBLICATION	41.05
154019	07/24/2020	00172	THE TRI-CITY HERALD	LEGAL PUBLICATION	125.58
154019	07/24/2020	00172	THE TRI-CITY HERALD	LEGAL PUBLICATION	94.18
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	ZOOM WEBINAR - MO. SUBSCRIPTION	59.71
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	TCH DIGITAL SUBSCRIPTION	9.99
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	WEBEX ACCOUNT SUBSCRIPTION RENEV	116.11
Total amount by Department					\$ 574.61
042 LEGAL SERVICES					
153919	07/24/2020	02481	CI INFORMATION MANAGEMENT CI SUP.	SHRED SERVICE	33.87
153978	07/24/2020	05561	MENKE JACKSON BEYER EHLIS & HARP	UGA EXPANSION	5,309.60
153992	07/24/2020	08800	OGDEN MURPHY WALLACE, PLLC	FRANCHISE NEGOTIATIONS	438.00
153992	07/24/2020	08800	OGDEN MURPHY WALLACE, PLLC	FRANCHISE NEGOTIATIONS	109.50
154038	07/24/2020	00853	WEST GROUP PAYMENT CENTER	WEST INFORMATION	2,213.33
154038	07/24/2020	00853	WEST GROUP PAYMENT CENTER	LIBRARY PLAN CHARGES	53.97
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	TRAINING FOR LISA BEATON-LAND USE (26.25
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	TRAINING FOR LISA BEATON-PRA DEEP E	26.25
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	NOTARY LICENSE & SUPPLIES SELENA SV	101.25
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	TRAINING FOR LISA BEATON-CONCEALE	146.25
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	TRAINING FOR JESSICA FOLTZ-CONCEAL	146.25
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	SERVICE CHARGE FOR WEBINAR; REFER	0.88
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	TRAINING FOR LISA BEATON-WSBA STRA	26.25

City of Kennewick

Claims Roster

7/11/2020 - 7/24/2020

Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount \$
Total amount by Department					\$ 8,631.65
061 CODE ENFORCEMENT					
153907	07/24/2020	09813	B-F JUVENILE JUSTICE CTR	in GRAFFITI ABATEMENT PROGRAM	3,100.83
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in OFFICE SUPPLIES.	30.33
Total amount by Department					\$ 3,131.16
062 LONG RANGE PLANNING					
154019	07/24/2020	00172	THE TRI-CITY HERALD	in LEGAL PUBLICATION	210.10
154019	07/24/2020	00172	THE TRI-CITY HERALD	in LEGAL PUBLICATION	210.10
154019	07/24/2020	00172	THE TRI-CITY HERALD	in LEGAL PUBLICATION	140.89
154019	07/24/2020	00172	THE TRI-CITY HERALD	in LEGAL PUBLICATION	106.29
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in BRUTZMAN'S OFFICE SOLUTIONS: NEW C	1,620.80
Total amount by Department					\$ 2,288.18
063 ECONOMIC & BUSINESS DEVELOPMENT					
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in IMAGES FOR MARKETING	31.50
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in EMAIL MARKETING AND MANAGEMENT	103.18
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in TONER CARTRIDGE FOR HP PRINTER	109.75
Total amount by Department					\$ 244.43
071 POLICE DEPT. - ADMINISTRATION					
153919	07/24/2020	02481	CI INFORMATION MANAGEMENT CI SUP.	in SHRED SERVICE	262.58
154025	07/24/2020	04764	UNITED PARCEL SERVICE	in SHIPPING	50.08
154025	07/24/2020	04764	UNITED PARCEL SERVICE	in SHIPPING	40.11
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in BASIC CABLE SERVICE	238.30
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in NOTARY LICENSE FOR BLANCA REYNA	30.00
Total amount by Department					\$ 621.07
072 POLICE DEPT.- CRIMINAL INVESTIGATION					
153873	07/15/2020	03331	BENTON COUNTY DISTRICT COURT	in WEAPONS FORFEITURE FILING FEE	83.00
153874	07/15/2020	03331	BENTON COUNTY DISTRICT COURT	in WEAPONS FORFEITURE FILING FEE	83.00
153875	07/15/2020	03331	BENTON COUNTY DISTRICT COURT	in WEAPONS FORFEITURE FILING FEE	83.00
153901	07/24/2020	03331	BENTON COUNTY DISTRICT COURT	in WEAPONS FORFEITURE FILING FEE	83.00
153902	07/24/2020	03331	BENTON COUNTY DISTRICT COURT	in WEAPONS FORFEITURE FILING FEE	83.00
153908	07/24/2020	10697	BMO HARRIS BANK, N.A.	in SUBPOENA RECORDS	20.00
153977	07/24/2020	03284	MEL'S INTER-CITY TOWING	in TOW SERVICE	54.25
153987	07/24/2020	04055	NET TRANSCRIPTS INC	in TRANSCRIPTS	606.55
154021	07/24/2020	07228	TRANSUNION RISK ALTERNATIVE DATA	in PEOPLE SEARCH	210.90
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in MEETING SUPPLIES	59.92

City of Kennewick

Claims Roster

7/11/2020 - 7/24/2020

Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount \$
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in LE PROTEST COMMAND POST FOOD.	19.73
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in FOOD FOR STAGED OFFICERS, PROTEST €	217.18
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in FOOD FOR COMMAND POST PROTEST 6/6.	43.43
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in ICAC LAB INTERNET SERVICE	109.99
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in SNAGIT LICENSE - KIM HATHAWAY	58.65
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in SNAGIT LICENSES FOR KPD - CID DIVISIC	574.94
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in FOOD FOR COMMAND POST PROTEST 6/1	25.96
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in FOOD FOR OFFICERS AT PROTEST 6/13/20	542.13
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in FOOD FOR STAGED OFFICERS DURING 6/1	1,152.35
Total amount by Department					\$ 4,110.98
073 POLICE DEPT. - PATROL					
153953	07/24/2020	09714	HBLE	in SWAT SUPPLIES	3,098.36
153977	07/24/2020	03284	MEL'S INTER-CITY TOWING	in TOW SERVICE	54.25
153977	07/24/2020	03284	MEL'S INTER-CITY TOWING	in TOW SERVICE	54.25
153977	07/24/2020	03284	MEL'S INTER-CITY TOWING	in TOW SERVICE	90.09
153977	07/24/2020	03284	MEL'S INTER-CITY TOWING	in TOW SERVICE	54.25
153977	07/24/2020	03284	MEL'S INTER-CITY TOWING	in TOW SERVICE	54.25
153977	07/24/2020	03284	MEL'S INTER-CITY TOWING	in TOW SERVICE	54.25
154001	07/24/2020	00957	RANCH & HOME INC	in K9 SUPPLIES	97.72
154001	07/24/2020	00957	RANCH & HOME INC	in K9 SUPPLIES	87.94
300416	07/24/2020	00167	WA STATE DEPT OF REVENUE	in EXCISE TAX	184.04
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in BACKUP IRON SIGHTS FOR TWO NEW SW	159.84
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in OPTIC MOUNTS FOR NEW SWAT RIFLES	389.68
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in OPERATING SUPPLIES	179.66
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in PAINT USED BY THE TRAFFIC DIVISION T	157.82
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in SWAT UNIFORM FOR OFFICER WHITNEY	190.42
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in SWAT UNIFORM FOR OFFICER WHITNEY	221.44
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in BLOOD ON UNIFORM FOR OFFICER ZACH	10.86
Total amount by Department					\$ 5,139.12
074 POLICE DEPT. - STAFF SERVICES					
154016	07/24/2020	02536	STAPLES ADVANTAGE STAPLES CONTRA	in OFFICE SUPPLIES	322.13
154016	07/24/2020	02536	STAPLES ADVANTAGE STAPLES CONTRA	in OFFICE SUPPLIES	55.18
154016	07/24/2020	02536	STAPLES ADVANTAGE STAPLES CONTRA	in OFFICE SUPPLIES	296.18
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in REPLACEMENT AIR FILTERS FOR EVIDEN	97.76
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in REPLACEMENT AIR FILTERS FOR EVIDEN	20.57
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in REPLACEMENT AIR FILTERS FOR EVIDEN	232.34

City of Kennewick

Claims Roster

7/11/2020 - 7/24/2020

Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	ZIP TIES FOR EVIDENCE	35.75
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	END OF WATCH STREAMERS	1,229.00
Total amount by Department						\$ 2,288.91
075 POLICE DEPT. - INTERGOVERNMENTAL						
153899	07/24/2020	00014	BENTON COUNTY	in	WORK CREW 4	4,880.12
153899	07/24/2020	00014	BENTON COUNTY	in	JAIL SERVICE	230,070.80
153923	07/24/2020	00100	CITY OF RICHLAND	in	800 MHZ RADIOS	27,252.90
153923	07/24/2020	00100	CITY OF RICHLAND	in	SECOMM ASSESSMENT	191,401.72
153940	07/24/2020	10225	DURAN MATTHEW LAWRENCE	in	HIDTA FISCAL OFFICER SERVICES	6,299.00
154011	07/24/2020	10002	SEDAM PENNY	in	HIDTA FISCAL OFFICER SERVICES	4,305.00
154036	07/24/2020	10001	WEINER JONATHAN M	in	HIDTA DIRECTOR SERVICES	7,365.00
154043	07/24/2020	10204	WILLIS OF FLORIDA INC	in	LIABILITY INS - HIDTA	4,326.00
Total amount by Department						\$ 475,900.54
076 POLICE DEPT - PROFESSIONAL STANDARDS						
153886	07/22/2020	04935	WARE PAUL	in	LODGING FOR CIT INSTRUCTOR	222.98
153904	07/24/2020	00084	BENTON PUD NO. 1	in	ELECTRICITY	23.24
153967	07/24/2020	04244	L N CURTIS & SONS	in	QUARTERMASTER SUPPLIES	45.61
153967	07/24/2020	04244	L N CURTIS & SONS	in	QUARTERMASTER SUPPLIES	62.27
153967	07/24/2020	04244	L N CURTIS & SONS	in	TRAINING SUPPLIES	1,269.53
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	COMMAND STAFF UNIFORMS	130.30
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	FITNESS	15.00
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	SPARE PARTS FOR THE SMITH AND WESS	192.42
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	SPARE PARTS FOR THE SMITH AND WESS	16.23
Total amount by Department						\$ 1,977.58
081 FIRE DEPT. - ADMINISTRATION						
153919	07/24/2020	02481	CI INFORMATION MANAGEMENT CI SUP	in	SHRED SERVICE	20.77
154028	07/24/2020	05035	VEACH COMPANY REALIFE PHOTOGRAP	in	PHOTOS	21.72
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	OPERATING SUPPLIES PURCHASE - STATI	54.29
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	OPERATING SUPPLIES PURCHASE - ONE-S	41.24
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	OFFICE SUPPLIES FOR STATIONS. OPERA	441.25
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	OPERATING SUPPLIES PURCHASE - PORTA	43.36
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	OPERATING SUPPLIES PURCHASE - KITCH	19.28
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	OPERATING SUPPLIES PURCHASE - 3V LI	3.25
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	PRIVACY SCREEN/OFFICE DIVIDER FOR E	156.93
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	OPERATING SUPPLIES - STATION SUPPLY	35.09
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	STATION SUPPLIES - INSECT SPRAY, SPOR	50.82

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300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in OPERATING SUPPLIES - CLOROX WIPES	7.72
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in OFFICE SUPPLIES - BLACK PENS REPAIR/	188.60
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in OPERATING SUPPLIES PURCHASE - ONE-S	20.62
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in OFFICE SUPPLIES - WAX MARKING PENCIL	77.27
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in OPERATING SUPPLIES - STEEL WOOL SOAP	29.24
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in OPERATING SUPPLIES - STATION CLEANING	26.27
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in OPERATING SUPPLIES - PAPER TOWELS S	147.81
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in MONTHLY RX DISPOSAL FEE	16.15
Total amount by Department					\$ 1,401.68
082 FIRE DEPT. - SUPPRESSION					
153923	07/24/2020	00100	CITY OF RICHLAND	in SECOMM ASSESSMENT	3,876.81
153946	07/24/2020	05823	GALLS, LLC	in UNIFORM PANTS	691.51
153946	07/24/2020	05823	GALLS, LLC	in UNIFORM PANTS	760.67
153946	07/24/2020	05823	GALLS, LLC	in UNIFORM PANTS	37.53
153946	07/24/2020	05823	GALLS, LLC	in UNIFORM PANTS	187.66
154001	07/24/2020	00957	RANCH & HOME INC	in STATION BOOTS	16.29
300416	07/24/2020	00167	WA STATE DEPT OF REVENUE	in EXCISE TAX	223.22
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in OFFICE SUPPLIES FOR STATIONS. OPERA	94.54
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in MONTHLY ZOOM SUBSCRIPTION FOR CO	16.27
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in WILDLAND PACKS, KFD AND NAMES EMI	48.87
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in TOUGH TOTE, LASHING STRAP AND LOCI	34.65
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in SMALL TOOLS/MINOR EQUIPMENT PURC	577.00
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in CARRIAGE BOLTS FOR KFD FORCIBLE EN	20.53
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in IPAD SCREEN REPLACEMENT	130.32
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in PROTECTIVE CLOTHING PURCHASE - REI	42.33
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in FORCIBLE ENTRY MATERIALS FOR KFD P	7.14
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in OFFICE SUPPLIES - BLACK PENS REPAIR/	40.82
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in MONTHLY SUBSCRIPTION CHARGE TO LI	6.00
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in OFFICE SUPPLIES - WAX MARKING PENCIL	14.02
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in UNIFORM ALLOWANCE PURCHASE - BLA	14.93
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in SMALL TOOLS/SUPPLIES (NYLON LOCK) I	27.66
Total amount by Department					\$ 6,868.77
090 ENGINEERING					
154019	07/24/2020	00172	THE TRI-CITY HERALD	in PUBLIC HEARING AD	60.37
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in 7/1/20 - 6/30/2021 APWA MEMBERSHIP DUE	1,000.00
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in SUSPENSION TAPE FOR MYLARS	98.00

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Total amount by Department						\$ 1,158.37
101 CORPORATE & COMMUNITY SERVICES						
153897	07/24/2020	10693	BENNETT RYAN THOMAS	in	ARTWORK AGREEMENT	400.00
153910	07/24/2020	10692	BOYER STACIE	in	ARTWORK AGREEMENT	400.00
153985	07/24/2020	01030	NAVIA BENEFIT SOLUTIONS CLIENT PAY	in	FLEX PLAN SERVICES	452.35
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	CREDIT - NHRMA CONFERENCE REGISTR	-549.00
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	CERTIFIED MAIL SENT TO BLOOM LAW P	11.94
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	COLUMBIA BASIN SHRM - 06/17/20 WEBIN	25.00
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	CREDIT - CANCELLED COLUMBIA BASIN	-25.00
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	CREDIT - CANCELLED COLUMBIA BASIN	-25.00
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	COLUMBIA BASIN SHRM - 06/17/20 WEBIN	25.00
Total amount by Department						\$ 715.29
113 PARKS DEPT.-RECREATION SERVICES						
153919	07/24/2020	02481	CI INFORMATION MANAGEMENT CI SUP	in	SHRED SERVICE	85.12
154019	07/24/2020	00172	THE TRI-CITY HERALD	in	INVITATION TO BID	80.07
154019	07/24/2020	00172	THE TRI-CITY HERALD	in	INVITATION TO BID	117.75
154020	07/24/2020	05913	TOWNSQUARE MEDIA WEST CENT. RADI	in	MARKETING	750.00
300416	07/24/2020	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	6.77
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	FACE MASKS FOR STAFF	115.62
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	RECREATION MARKETING	92.83
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	PAVILION LOBBY CHAIR BOTTOMS	76.02
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	PANDORA FOR THE PAVILION	29.27
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	KITCHEN SANITIZER	60.81
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	OFFICE SUPPLIES, STENO PADS, POST IT	39.87
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	STENO PADS	18.96
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	CARDS FOR STAFF	20.58
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	REFUND EARBUDS, NEVER RECEIVED	-26.49
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	WEBEX MEETING EAR BUDS, A RE-ORDE	26.49
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	COMMUNITY ART MURAL	300.00
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	LAMINATING SHEETS	30.38
Total amount by Department						\$ 1,824.05
114 PARKS DEPT.-FACILITIES MAINT.						
153888	07/24/2020	08623	ACE SALES & SERVICE INC	in	EQUIP RENTAL	337.80
153892	07/24/2020	03088	APOLLO MECHANICAL CONTRACTORS A	in	REPAIR & MAINT	271.50
153892	07/24/2020	03088	APOLLO MECHANICAL CONTRACTORS A	in	REPAIR & MAINT	768.78
153892	07/24/2020	03088	APOLLO MECHANICAL CONTRACTORS A	in	REPAIR & MAINT	165.07

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153892	07/24/2020	03088	APOLLO MECHANICAL CONTRACTORS A	in REPAIR & MAINT	123.80
153892	07/24/2020	03088	APOLLO MECHANICAL CONTRACTORS A	in 2020 HVAC MAINTENANCE	3,049.47
153894	07/24/2020	04052	BATTERIES PLUS	in EMERGENCY LIGHTS	113.76
153894	07/24/2020	04052	BATTERIES PLUS	in EMERGENCY LIGHTS	68.26
153894	07/24/2020	04052	BATTERIES PLUS	in BATTERIES	97.63
153894	07/24/2020	04052	BATTERIES PLUS	in PHONE CHARGERS	91.50
153895	07/24/2020	01726	BAVCO APPARATUS & VALVE CO	in BACKFLOW PARTS	1,465.34
153896	07/24/2020	08246	BEAVER BARK & ROCK PRODUCTS	in LANDSCAPING ROCK	407.09
153904	07/24/2020	00084	BENTON PUD NO. 1	in ELECTRICITY	26.69
153904	07/24/2020	00084	BENTON PUD NO. 1	in ELECTRICITY	110.16
153904	07/24/2020	00084	BENTON PUD NO. 1	in COLUMBIA PARK	46.68
153904	07/24/2020	00084	BENTON PUD NO. 1	in ELECTRICITY	18.26
153904	07/24/2020	00084	BENTON PUD NO. 1	in ELECTRICITY	2,432.97
153904	07/24/2020	00084	BENTON PUD NO. 1	in ELECTRICITY	176.66
153904	07/24/2020	00084	BENTON PUD NO. 1	in CITY PARKS	3,033.96
153904	07/24/2020	00084	BENTON PUD NO. 1	in ELECTRICITY	57.61
153904	07/24/2020	00084	BENTON PUD NO. 1	in CITY PARKS	283.06
153904	07/24/2020	00084	BENTON PUD NO. 1	in CITY FACILITIES	14,699.57
153904	07/24/2020	00084	BENTON PUD NO. 1	in ELECTRICITY	17.90
153911	07/24/2020	00310	BUILDERS FIRSTSOURCE	in PARTS & SUPPLIES	93.94
153911	07/24/2020	00310	BUILDERS FIRSTSOURCE	in COVID BARRIERS	150.30
153911	07/24/2020	00310	BUILDERS FIRSTSOURCE	in COVID BARRIERS	89.66
153911	07/24/2020	00310	BUILDERS FIRSTSOURCE	in LUMBER	32.50
153912	07/24/2020	00749	BUILDERS HARDWARE & SUPPLY CO	in PARTS & SUPPLIES	605.66
153914	07/24/2020	04809	CARBON ONE LLC	in NITROGEN	434.40
153915	07/24/2020	00083	CASCADE NATURAL GAS	in GAS SERVICE	1,521.57
153929	07/24/2020	00505	COLUMBIA GRAIN & FEED INC	in PARTS & SUPPLIES	13.99
153942	07/24/2020	05426	EWING IRRIGATION PRODUCTS, INC	in PARTS & SUPPLIES	77.38
153943	07/24/2020	00166	FARMERS EXCHANGE	in PARTS & SUPPLIES	86.86
153943	07/24/2020	00166	FARMERS EXCHANGE	in PARTS & SUPPLIES	85.77
153948	07/24/2020	01775	GRAINGER	in PARTS & SUPPLIES	86.99
153954	07/24/2020	00865	HD FOWLER COMPANY INC	in PARTS & SUPPLIES	618.01
153960	07/24/2020	01112	IRRIGATION SPECIALISTS INC	in PARTS & SUPPLIES	37.37
153965	07/24/2020	00078	KENNEWICK INDUSTRIAL & ELEC	in PARTS & SUPPLIES	11.12
153965	07/24/2020	00078	KENNEWICK INDUSTRIAL & ELEC	in PARTS & SUPPLIES	100.66
153965	07/24/2020	00078	KENNEWICK INDUSTRIAL & ELEC	in PARTS & SUPPLIES	58.63
153965	07/24/2020	00078	KENNEWICK INDUSTRIAL & ELEC	in PARTS & SUPPLIES	59.09

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153965	07/24/2020	00078	KENNEWICK INDUSTRIAL & ELEC	in	PARTS & SUPPLIES	119.99
153965	07/24/2020	00078	KENNEWICK INDUSTRIAL & ELEC	in	PARTS & SUPPLIES	12.05
153980	07/24/2020	00484	MILNE NAIL,POWER TOOL & REPAIR	in	PARTS & SUPPLIES	44.52
153983	07/24/2020	05112	MOON SECURITY SERVICES, INC	in	CITY HALL - SERVICE CALL	162.90
153983	07/24/2020	05112	MOON SECURITY SERVICES, INC	in	CITY HALL - 112317	44.53
153983	07/24/2020	05112	MOON SECURITY SERVICES, INC	in	KPD - 11305	79.82
153983	07/24/2020	05112	MOON SECURITY SERVICES, INC	in	FROST- 119529	38.02
153983	07/24/2020	05112	MOON SECURITY SERVICES, INC	in	SOUTHRIDGE -17229	76.02
153983	07/24/2020	05112	MOON SECURITY SERVICES, INC	in	FIRE - 27578	41.27
153983	07/24/2020	05112	MOON SECURITY SERVICES, INC	in	COLUMBIA PARK GOLF - 34879	75.97
153983	07/24/2020	05112	MOON SECURITY SERVICES, INC	in	FIRE STATION #4 - FIR2620	76.02
153983	07/24/2020	05112	MOON SECURITY SERVICES, INC	in	FIRE STATION #2 FIR414	76.02
153994	07/24/2020	04520	OTIS ELEVATOR	in	ELEVATOR SERVICE	6,234.51
154001	07/24/2020	00957	RANCH & HOME INC	in	LANDSCAPING SUPPLIES	26.04
154001	07/24/2020	00957	RANCH & HOME INC	in	PARTS & SUPPLIES	102.53
154001	07/24/2020	00957	RANCH & HOME INC	in	PARTS & SUPPLIES	6.48
154001	07/24/2020	00957	RANCH & HOME INC	in	PARTS & SUPPLIES	32.57
154001	07/24/2020	00957	RANCH & HOME INC	in	PARTS & SUPPLIES	19.53
154004	07/24/2020	03631	RFP MFG SHARON E PRUSACK	in	COVID BARRIERS	1,330.35
154004	07/24/2020	03631	RFP MFG SHARON E PRUSACK	in	COVID BARRIERS	208.51
154026	07/24/2020	03564	US LINEN AND UNIFORM	in	LINEN SERVICE	281.60
154033	07/24/2020	01035	WASHINGTON HARDWARE AND FURNITURE	in	PARTS & SUPPLIES	23.52
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MORRIS	in	KNICKERBOCKER PARTITION DOOR LATCH	45.66
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MORRIS	in	FLAME RETARDANT PLASTIC SHEETING	86.57
Total amount by Department						\$ 41,272.42
120 NON-DEPARTMENTAL						
153892	07/24/2020	03088	APOLLO MECHANICAL CONTRACTORS A	in	2020 HVAC MAINTENANCE	247.61
153898	07/24/2020	00092	BENTON CLEAN AIR AGENCY	in	COK ASSESSMENT	18,486.65
153904	07/24/2020	00084	BENTON PUD NO. 1	in	CITY FACILITIES	3,242.50
153915	07/24/2020	00083	CASCADE NATURAL GAS	in	GAS SERVICE	212.59
153921	07/24/2020	00435	CITY OF PASCO	in	ANIMAL CONTROL	22,266.11
153921	07/24/2020	00435	CITY OF PASCO	in	ANIMAL CONTROL	22,266.11
153921	07/24/2020	00435	CITY OF PASCO	in	ANIMAL CONTROL	22,266.11
153921	07/24/2020	00435	CITY OF PASCO	in	ANIMAL CONTROL	22,266.11
153921	07/24/2020	00435	CITY OF PASCO	in	ANIMAL CONTROL	22,266.11
153921	07/24/2020	00435	CITY OF PASCO	in	ANIMAL CONTROL	22,266.11
153921	07/24/2020	00435	CITY OF PASCO	in	ANIMAL CONTROL	22,266.11
153921	07/24/2020	00435	CITY OF PASCO	in	ANIMAL CONTROL	22,266.11

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153923	07/24/2020	00100	CITY OF RICHLAND	in HANFORD COMM ASSESS	4,647.75
153936	07/24/2020	07711	CULLIGAN WATER CONDITIONING	in WATER DELIVERY	485.43
153965	07/24/2020	00078	KENNEWICK INDUSTRIAL & ELEC	in PARTS & SUPPLIES	69.24
153973	07/24/2020	08208	MCBRIDE PUBLIC AFFAIRS LLC THOMAS	in LOBBYIST EXPENSES	4,120.00
153983	07/24/2020	05112	MOON SECURITY SERVICES, INC	in MCL - 113129	44.53
300415	07/15/2020	00511	WA STATE DEPT OF RETIREMENT SYSTE	in PRIOR SERVICE CONTRIBUTION	217.00
Total amount by Department					\$ 187,636.07
360 MISCELLANEOUS REVENUE					
153993	07/24/2020	04217	O'REILLY AUTO PARTS	in EARN BACK CREDIT	-68.85
Total amount by Department					\$ -68.85
Total amount by Fund					\$ 805,163.50
101 STREET FUND					
010 STREETS					
153894	07/24/2020	04052	BATTERIES PLUS	in CHARGERS	44.36
153916	07/24/2020	05050	CENTRAL HOSE & FITTINGS INC	in PARTS & SUPPLIES	12.45
153916	07/24/2020	05050	CENTRAL HOSE & FITTINGS INC	in PARTS & SUPPLIES	90.06
154035	07/24/2020	10694	WEATHERNET NARWHAL MET LLC	in WEATHER SERVICE	2,200.00
Total amount by Department					\$ 2,346.87
020 TRAFFIC					
153904	07/24/2020	00084	BENTON PUD NO. 1	in ELECTRICITY	566.60
153904	07/24/2020	00084	BENTON PUD NO. 1	in ELECTRICITY	40.35
153904	07/24/2020	00084	BENTON PUD NO. 1	in ELECTRICITY	407.60
153904	07/24/2020	00084	BENTON PUD NO. 1	in ELECTRICITY	79.36
153904	07/24/2020	00084	BENTON PUD NO. 1	in ELECTRICITY	562.08
153904	07/24/2020	00084	BENTON PUD NO. 1	in ELECTRICITY	1,219.92
153904	07/24/2020	00084	BENTON PUD NO. 1	in ELECTRICITY	57.61
153904	07/24/2020	00084	BENTON PUD NO. 1	in ELECTRICITY	55.31
153904	07/24/2020	00084	BENTON PUD NO. 1	in CITY FACILITIES	33.46
153904	07/24/2020	00084	BENTON PUD NO. 1	in FLASHERS	233.45
153905	07/24/2020	00084	BENTON PUD NO. 1	in STREET LIGHT SERVICE	346.33
153948	07/24/2020	01775	GRAINGER	in PARTS & SUPPLIES	246.30
153950	07/24/2020	04759	GRIGG ENTERPRISES INC ACE HARDWA	in TRAFFIC TOOLS	76.01
153990	07/24/2020	07229	NORTHWEST SIGN RECYCLING	in STREET SIGNS	904.87
154017	07/24/2020	02430	STONEWAY ELECTRIC SUPPLY	in PARTS & SUPPLIES	395.55
300416	07/24/2020	00167	WA STATE DEPT OF REVENUE	in EXCISE TAX	1.49

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Total amount by Department						\$ 5,226.29
360 MISCELLANEOUS REVENUES						
300416	07/24/2020	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	0.41
Total amount by Department						\$ 0.41
Total amount by Fund						\$ 7,573.57
103 URBAN ARTERIAL STREET FUND						
010 REIMBURSEABLE GRANTS						
153938	07/24/2020	00867	DAVID EVANS & ASSOCIATES, INC.	in	CONSULTANT SERVICES	35,366.95
153959	07/24/2020	00529	INTERMOUNTAIN MATERIAL TESTING	in	TESTING SERVICES	1,866.00
153959	07/24/2020	00529	INTERMOUNTAIN MATERIAL TESTING	in	TESTING SERVICES	964.00
154010	07/24/2020	10651	SANDIP PATIDAR	in	REAL PROPERTY VOUCHER	223,200.00
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	SEPA APPLICATION FOR P2011 & P2010	270.00
Total amount by Department						\$ 261,666.95
Total amount by Fund						\$ 261,666.95
106 BI-PIN OPERATIONS FUND						
010 BI-PIN OPERATIONS FUND						
153920	07/24/2020	05677	CITRIX SYSTEMS INC.	in	CITRIX 2020/2021 MAINT RENEWAL	7,965.81
Total amount by Department						\$ 7,965.81
Total amount by Fund						\$ 7,965.81
107 COMMUNITY DEVELOPMENT FUND						
330 INTERGOVERNMENTAL REVENUE						
153924	07/24/2020	00100	CITY OF RICHLAND	in	HOME LOAN PAYOFF	8,000.00
Total amount by Department						\$ 8,000.00
Total amount by Fund						\$ 8,000.00
111 ASSET FORFEITURE FUND						
010 ASSET FORFEITURE FUND						
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	2 27" MONITORS - KPD ICAC OFFICE	809.40
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	KPD ICAC WORKSTATION PARTS	8.24
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	KPD ICAC WORKSTATION PARTS	18.18
Total amount by Department						\$ 835.82

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Total amount by Fund					\$ 835.82
117 CRIMINAL JUSTICE SALES TAX FUND					
010 CRIMINAL JUSTICE SALES TAX FUND					
153919	07/24/2020	02481	CI INFORMATION MANAGEMENT CI SUP	in SHRED SERVICE	11.29
153999	07/24/2020	01997	PUBLIC SAFETY TESTING, INC.	in SUBSCRIPTION FEES	1,000.00
154038	07/24/2020	00853	WEST GROUP PAYMENT CENTER	in WEST INFORMATION	737.77
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in TRAINING FOR LISA BEATON-LAND USE C	8.75
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in TRAINING FOR LISA BEATON-PRA DEEP E	8.75
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in NOTARY LICENSE & SUPPLIES SELENA SV	33.75
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in TRAINING FOR LISA BEATON-CONCEALE	48.75
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in TRAINING FOR JESSICA FOLTZ-CONCEAL	48.75
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in REDUNDANT INTERNET CONNECTION	580.00
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in TRAINING FOR LISA BEATON-WSBA STRA	8.75
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in PDR - VIDEO/AUDIO REDACTION	76.82
Total amount by Department					\$ 2,563.38
Total amount by Fund					\$ 2,563.38
300 CAPITAL IMPROVEMENTS FUND					
010 STREET IMPROVEMENTS					
153947	07/24/2020	02696	GAMETIME C/O GREAT WESTERN RECRE	in PLAYGROUND OF DREAMS	17,781.79
153963	07/24/2020	00946	JESSE'S LAWN MAINTENANCE MID-COLI	in LANDSCAPING SERVICES	2,121.00
154019	07/24/2020	00172	THE TRI-CITY HERALD	in INVITATION TO BID	447.13
Total amount by Department					\$ 20,349.92
020 LAND AND FACILITIES					
153896	07/24/2020	08246	BEAVER BARK & ROCK PRODUCTS	in LANDSCAPING ROCK	407.09
153913	07/24/2020	10584	CAMTEK INC	in RETAINAGE RELEASE	2,138.43
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in OPTIPLEX 5070 PC FOR FIRE	1,192.31
Total amount by Department					\$ 3,737.83
040 PARK RESERVE					
153896	07/24/2020	08246	BEAVER BARK & ROCK PRODUCTS	in CONCRETE	195.46
153947	07/24/2020	02696	GAMETIME C/O GREAT WESTERN RECRE	in CHALLENGE COURSE	12,272.14
Total amount by Department					\$ 12,467.60
075 GO BOND 2020A					
153890	07/24/2020	10058	ALLIANCE MANAGEMENT & CONSTRUC	in CONSTRUCTION MANAGEMENT	8,437.00

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154023	07/24/2020	10302	TTAP CONSTRUCTION SERVICES LLC	in	CONTRACT 20-022	17,821.95
154023	07/24/2020	10302	TTAP CONSTRUCTION SERVICES LLC	in	CONTRACT 20-022	3,229.15
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	PERMIT FEES FOR TTAP SERVICES FOR FI	992.50
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	POSTAGE TO MAIL BOND CLOSING DOCU	26.35
Total amount by Department						\$ 30,506.95
900 CAPITAL PURCHASES						
153932	07/24/2020	06375	COMPUNET INC	in	SECURITY PROJECT UPGRADE	1,585.97
153932	07/24/2020	06375	COMPUNET INC	in	BASIC RACK	345.98
153932	07/24/2020	06375	COMPUNET INC	in	F5 SOFTWARE RENEWAL	8,527.21
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	IT DOOR HARDWARE - CARD READER/LO	766.72
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	IT DOOR LOCK INSTALLATION & MISC H/	1,574.70
Total amount by Department						\$ 12,800.58
Total amount by Fund						\$ 79,862.88
401 WATER AND SEWER FUND						
153954	07/24/2020	00865	HD FOWLER COMPANY INC	in	INVENTORY	1,968.60
153954	07/24/2020	00865	HD FOWLER COMPANY INC	in	INVENTORY	4,001.28
153954	07/24/2020	00865	HD FOWLER COMPANY INC	in	INVENTORY	1,072.72
153954	07/24/2020	00865	HD FOWLER COMPANY INC	in	INVENTORY	18,483.49
153954	07/24/2020	00865	HD FOWLER COMPANY INC	in	INVENTORY	1,816.03
Total amount by Department						\$ 27,342.12
010 WATER/SEWER OPERATIONS						
153871	07/15/2020	00158	BENTON COUNTY WATER CONSERVANC'	in	WATER RIGHT CHANGE APPLICATIONS	500.00
153889	07/24/2020	04327	ADVANCED ANALYTICAL SOLUTIONS LI	in	LAB TESTING	66.00
153891	07/24/2020	07400	ANALYTICAL SERVICES INC	in	LAB SERVICES	215.00
153892	07/24/2020	03088	APOLLO MECHANICAL CONTRACTORS A	in	REPAIR & MAINT	2,083.82
153892	07/24/2020	03088	APOLLO MECHANICAL CONTRACTORS A	in	REPAIR & MAINT	221.00
153892	07/24/2020	03088	APOLLO MECHANICAL CONTRACTORS A	in	REPAIR & MAINT	297.14
153892	07/24/2020	03088	APOLLO MECHANICAL CONTRACTORS A	in	REPAIR & MAINT	1,336.65
153892	07/24/2020	03088	APOLLO MECHANICAL CONTRACTORS A	in	2020 HVAC MAINTENANCE	700.49
153894	07/24/2020	04052	BATTERIES PLUS	in	GPS CHARGER	70.54
153894	07/24/2020	04052	BATTERIES PLUS	in	BATTERIES	30.35
153896	07/24/2020	08246	BEAVER BARK & ROCK PRODUCTS	in	CONCRETE	190.03
153903	07/24/2020	00093	BENTON FRANKLIN DISTRICT HEALTH	in	LAB WORK	2,565.00
153904	07/24/2020	00084	BENTON PUD NO. 1	in	ELECTRICITY	83.17

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153904	07/24/2020	00084	BENTON PUD NO. 1	in	ELECTRICITY	40,577.02
153904	07/24/2020	00084	BENTON PUD NO. 1	in	ELECTRICITY	29,450.82
153904	07/24/2020	00084	BENTON PUD NO. 1	in	ELECTRICITY	7,494.24
153904	07/24/2020	00084	BENTON PUD NO. 1	in	ELECTRICITY	75.75
153904	07/24/2020	00084	BENTON PUD NO. 1	in	CITY PARKS	15,625.80
153904	07/24/2020	00084	BENTON PUD NO. 1	in	WATER FILTRATION	25,145.18
153915	07/24/2020	00083	CASCADE NATURAL GAS	in	GAS SERVICE	97.67
153916	07/24/2020	05050	CENTRAL HOSE & FITTINGS INC	in	PARTS & SUPPLIES	12.81
153917	07/24/2020	10686	CENTURY INSTRUMENT COMPANY	in	PARTS & SUPPLIES	17,191.80
153937	07/24/2020	08116	D&D TELECOMMUNICATIONS PROPERTI	in	INSPIRATION POINT	752.24
153944	07/24/2020	05736	FCS GROUP	in	CONSULTANT AGREEMENT	1,005.00
153944	07/24/2020	05736	FCS GROUP	in	CONSULTANT AGREEMENT	2,205.00
153945	07/24/2020	00086	FERGUSON ENTERPRISES INC	in	PARTS & SUPPLIES	95.26
153945	07/24/2020	00086	FERGUSON ENTERPRISES INC	in	PARTS & SUPPLIES	26.65
153945	07/24/2020	00086	FERGUSON ENTERPRISES INC	in	PARTS & SUPPLIES	133.44
153948	07/24/2020	01775	GRAINGER	in	PARTS & SUPPLIES	124.98
153951	07/24/2020	07234	GROUNDWATER SOLUTIONS INC GSI WA'	in	CONSULTANT SERVICES	3,067.00
153952	07/24/2020	01482	HACH COMPANY	in	LAB SUPPLIES	1,001.94
153952	07/24/2020	01482	HACH COMPANY	in	CREDIT	-966.27
153954	07/24/2020	00865	HD FOWLER COMPANY INC	in	PARTS & SUPPLIES	359.29
153954	07/24/2020	00865	HD FOWLER COMPANY INC	in	PARTS & SUPPLIES	176.95
153954	07/24/2020	00865	HD FOWLER COMPANY INC	in	PARTS & SUPPLIES	2,551.34
153955	07/24/2020	06569	HDR INC	in	CONSULTANT AGREEMENT	7,251.55
153955	07/24/2020	06569	HDR INC	in	CONSULTANT AGREEMENT	2,213.00
153962	07/24/2020	04624	JCI JONES CHEMICALS INC	in	SODIUM HYPOCHLORITE	5,386.56
153964	07/24/2020	04713	J-U-B ENGINEERS INC	in	CONSULTANT DESIGN SVCS	2,216.64
153964	07/24/2020	04713	J-U-B ENGINEERS INC	in	CONSULTANT DESIGN SVCS	940.49
153965	07/24/2020	00078	KENNEWICK INDUSTRIAL & ELEC	in	PARTS & SUPPLIES	0.93
153965	07/24/2020	00078	KENNEWICK INDUSTRIAL & ELEC	in	PARTS & SUPPLIES	25.41
153965	07/24/2020	00078	KENNEWICK INDUSTRIAL & ELEC	in	PARTS & SUPPLIES	26.11
153965	07/24/2020	00078	KENNEWICK INDUSTRIAL & ELEC	in	PARTS & SUPPLIES	16.75
153965	07/24/2020	00078	KENNEWICK INDUSTRIAL & ELEC	in	PARTS & SUPPLIES	2.57
153965	07/24/2020	00078	KENNEWICK INDUSTRIAL & ELEC	in	PARTS & SUPPLIES	8.73
153965	07/24/2020	00078	KENNEWICK INDUSTRIAL & ELEC	in	PARTS & SUPPLIES	42.57
153965	07/24/2020	00078	KENNEWICK INDUSTRIAL & ELEC	in	PARTS & SUPPLIES	7.20
153965	07/24/2020	00078	KENNEWICK INDUSTRIAL & ELEC	in	CREDIT	-1.06
153971	07/24/2020	03154	M & M BOLT COMPANY, LLC	in	PARTS & SUPPLIES	11.28

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153972	07/24/2020	10207	MATERIALS TESTING & INSPECTION	in	TESTING SERVICES	265.17
153972	07/24/2020	10207	MATERIALS TESTING & INSPECTION	in	TESTING SERVICES	539.22
153979	07/24/2020	00217	MILLER PAINT CO	in	PAINT	550.61
153982	07/24/2020	01086	MONARCH MACHINE & TOOL CO INC	in	PARTS & SUPPLIES	179.19
153983	07/24/2020	05112	MOON SECURITY SERVICES, INC	in	WFP - 10128	41.27
153983	07/24/2020	05112	MOON SECURITY SERVICES, INC	in	SCADA - DAK0001	31.49
153988	07/24/2020	04466	NORTHSTAR CHEMICAL INC	in	SODIUM HYPOCHLORITE	716.00
153991	07/24/2020	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	34.64
153996	07/24/2020	00917	OXARC, INC.	in	ACETYLENE	63.21
154001	07/24/2020	00957	RANCH & HOME INC	in	PARTS & SUPPLIES	379.56
154001	07/24/2020	00957	RANCH & HOME INC	in	PARTS & SUPPLIES	21.71
154005	07/24/2020	06065	RH2 ENGINEERING INC	in	ENGINEERING CONSULTANT	1,131.09
154026	07/24/2020	03564	US LINEN AND UNIFORM	in	LINEN SERVICE	130.32
154027	07/24/2020	07925	USA BLUEBOOK HD SUPPLY FACILITIES	in	LAB SUPPLIES	1,168.24
154029	07/24/2020	00030	VERIZON NORTHWEST	in	AIR CARD FOR CAMERA PROJECT	50.04
154032	07/24/2020	00063	WA STATE DEPT TRANSPORTATION HIGH	in	INSPECTION FEE	738.86
154033	07/24/2020	01035	WASHINGTON HARDWARE AND FURNITI	in	PARTS & SUPPLIES	7.59
154033	07/24/2020	01035	WASHINGTON HARDWARE AND FURNITI	in	PARTS & SUPPLIES	6.51
154034	07/24/2020	01855	WCIA WASHINGTON CITIES INSURANCE	in	NO-SHOW TRAINING FEE	50.00
154039	07/24/2020	00664	WESTERN GROUNDWATER SERVICES LL	in	CONSULTANT SERVICES	4,750.00
300416	07/24/2020	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	87,154.59
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	7/1/20 - 6/30/2021 APWA MEMBERSHIP DUE	600.00
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	CORROSION CONTROL TREATMENT OPTI	117.00
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	HAND SANITIZER	11.57
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	TONER FOR B.HANSFORD	40.44
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	LEAD & COPPER CEU - ONLINE TRAININC	160.00
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	UTILITY WORKER SAFETY - ONLINE TRA	500.00
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	UTILITY WORKER SAFETY - ONLINE TRA	500.00
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	24" MONITOR - BOB BEPPLE	176.50
Total amount by Department						\$ 272,826.65
050 2020 REVENUE BOND						
153955	07/24/2020	06569	HDR INC	in	CONSULTANT AGREEMENT	12,507.22
153972	07/24/2020	10207	MATERIALS TESTING & INSPECTION	in	TESTING SERVICES	1,174.86
153972	07/24/2020	10207	MATERIALS TESTING & INSPECTION	in	TESTING SERVICES	1,804.16
154008	07/24/2020	07084	ROTSCHY INC	in	CONTRACT P1810-19	194,418.16
Total amount by Department						\$ 209,904.40

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Total amount by Fund						\$ 510,073.17
402 MEDICAL SERVICES FUND						
010 MEDICAL SERVICES						
153909	07/24/2020	03495	BOUND TREE MEDICAL LLC	in	MEDICAL SUPPLIES	148.75
153909	07/24/2020	03495	BOUND TREE MEDICAL LLC	in	MEDICAL SUPPLIES	547.18
153919	07/24/2020	02481	CI INFORMATION MANAGEMENT CI SUP.	in	SHRED SERVICE	20.76
153923	07/24/2020	00100	CITY OF RICHLAND	in	SECOMM ASSESSMENT	15,507.22
153946	07/24/2020	05823	GALLS, LLC	in	UNIFORM PANTS	3,918.56
153946	07/24/2020	05823	GALLS, LLC	in	UNIFORM PANTS	4,310.41
153946	07/24/2020	05823	GALLS, LLC	in	UNIFORM PANTS	212.68
153946	07/24/2020	05823	GALLS, LLC	in	UNIFORM PANTS	1,063.41
153969	07/24/2020	08868	LIFE-ASSIST	in	MEDICAL SUPPLIES	278.67
153969	07/24/2020	08868	LIFE-ASSIST	in	MEDICAL SUPPLIES	1,202.00
153969	07/24/2020	08868	LIFE-ASSIST	in	IV SUPPLIES	1.46
153969	07/24/2020	08868	LIFE-ASSIST	in	MEDICAL SUPPLIES	134.62
153975	07/24/2020	01676	MEDLINE INDUSTRIES INC	in	IV SUPPLIES	131.51
153976	07/24/2020	01206	MED-TECH RESOURCE INC	in	MEDICAL SUPPLIES	155.88
153996	07/24/2020	00917	OXARC, INC.	in	OXYGEN	69.07
153996	07/24/2020	00917	OXARC, INC.	in	OXYGEN	113.30
154001	07/24/2020	00957	RANCH & HOME INC	in	STATION BOOTS	92.30
154022	07/24/2020	00512	TRITECH SOFTWARE SYSTEMS	in	TRITECH.COM HOSTING - ANNUAL BILLI	12,304.56
300416	07/24/2020	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	10,942.70
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	OPERATING SUPPLIES PURCHASE - STATI	54.29
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	OPERATING SUPPLIES PURCHASE - ONE-S	41.24
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	OFFICE SUPPLIES FOR STATIONS. OPERA	441.26
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	OPERATING SUPPLIES PURCHASE - PORTA	86.78
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	OPERATING SUPPLIES PURCHASE - KITCH	19.27
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	OPERATING SUPPLIES PURCHASE - 3V LI	3.24
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	VIRTUAL IMAGETREND 2020 CONNECT T	350.00
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	WA STATE FIRE CHIEF'S TRAINING EXPEN	50.00
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	6 OTTERBOX DEFENDER IPAD CASES - ER	325.14
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	OPERATING SUPPLIES - STATION SUPPLY	58.42
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	STATION SUPPLIES - INSECT SPRAY, SPOR	50.82
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	OPERATING SUPPLIES - CLOROX WIPES	7.72
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	OFFICE SUPPLIES - BLACK PENS REPAIR/	188.61
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	OPERATING SUPPLIES PURCHASE - ONE-S	20.62

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300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in OFFICE SUPPLIES - WAX MARKING PENC	77.28
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in UNIFORM ALLOWANCE PURCHASE - BLA	2.64
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in OPERATING SUPPLIES - STEEL WOOL SOA	29.24
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in OPERATING SUPPLIES - STATION CLEANI	26.27
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in OPERATING SUPPLIES - PAPER TOWELS S	147.80
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in OPERATING SUPPLIES - ALUMINUM HOOI	8.66
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in MONTHLY RX DISPOSAL FEE	16.15
Total amount by Department					\$ 53,160.49
Total amount by Fund					\$ 53,160.49
403 BUILDING SAFETY FUND					
010 BUILDING SAFETY					
153958	07/24/2020	02591	ICC - INTERNATIONAL CODE COUNCIL. I	in MEMBERSHIP DUES	240.00
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in OFFICE DEPOT: LABEL ROLLS AND PENS	34.90
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in BRUTZMAN'S OFFICE SOLUTIONS: NEW C	1,620.80
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in OFFICE DEPOT: BLACK ON YELLOW LABI	63.62
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in ICC: 2018 INTERNATIONAL MECHANICAL	75.48
Total amount by Department					\$ 2,034.80
Total amount by Fund					\$ 2,034.80
405 STORMWATER UTILITY FUND					
010 STORMWATER					
153893	07/24/2020	03905	ASPECT CONSULTING LLC	in PROFESSIONAL SERVICES	18,261.25
300416	07/24/2020	00167	WA STATE DEPT OF REVENUE	in EXCISE TAX	3,772.18
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in 7/1/20 - 6/30/2021 APWA MEMBERSHIP DUE	200.00
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in RECURRING MONTHLY CHARGE FOR GPS	41.85
Total amount by Department					\$ 22,275.28
Total amount by Fund					\$ 22,275.28
406 COLUMBIA PARK GOLF COURSE FUND					
010 COLUMBIA PARK GOLF COURSE					
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in INFORMACAST UPGRADES/PROGRAMMI	217.20
Total amount by Department					\$ 217.20
Total amount by Fund					\$ 217.20
501 EQUIPMENT RENTAL FUND					

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153929	07/24/2020	00505	COLUMBIA GRAIN & FEED INC	in	INVENTORY	361.62
153931	07/24/2020	08852	COMMERCIAL TIRE	in	TIRE INVENTORY	329.68
153935	07/24/2020	05727	COSTCO ANYWHERE CITI VISA	in	TIRE INVENTORY	159.55
153935	07/24/2020	05727	COSTCO ANYWHERE CITI VISA	in	CREDIT	-0.18
153943	07/24/2020	00166	FARMERS EXCHANGE	in	PARTS & SUPPLIES	515.82
153948	07/24/2020	01775	GRAINGER	in	PARTS & SUPPLIES	198.74
153984	07/24/2020	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	PARTS & SUPPLIES	120.40
153984	07/24/2020	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	PARTS & SUPPLIES	142.01
153984	07/24/2020	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	PARTS & SUPPLIES	354.06
154007	07/24/2020	10160	ROMAINE ELECTRIC CORPORATION	in	INVENTORY	1,154.72
154040	07/24/2020	05380	WESTERN SYSTEMS FABRICATION INC	in	PARTS & SUPPLIES	141.18
154040	07/24/2020	05380	WESTERN SYSTEMS FABRICATION INC	in	PARTS & SUPPLIES	222.63
300416	07/24/2020	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	250.38
Total amount by Department						\$ 3,950.61
010 EQUIPMENT RENTAL						
153894	07/24/2020	04052	BATTERIES PLUS	in	BATTERIES	19.49
153894	07/24/2020	04052	BATTERIES PLUS	in	BATTERIES	1,609.13
153894	07/24/2020	04052	BATTERIES PLUS	in	BATTERIES	19.49
153894	07/24/2020	04052	BATTERIES PLUS	in	BATTERIES	283.39
153916	07/24/2020	05050	CENTRAL HOSE & FITTINGS INC	in	PARTS & SUPPLIES	1.93
153916	07/24/2020	05050	CENTRAL HOSE & FITTINGS INC	in	PARTS & SUPPLIES	3.14
153916	07/24/2020	05050	CENTRAL HOSE & FITTINGS INC	in	PARTS & SUPPLIES	36.12
153916	07/24/2020	05050	CENTRAL HOSE & FITTINGS INC	in	PARTS & SUPPLIES	141.05
153926	07/24/2020	01310	COLEMAN OIL COMPANY	in	FUEL	324.28
153926	07/24/2020	01310	COLEMAN OIL COMPANY	in	FLEETWIDE FUEL ACCT #0870469	17,062.22
153928	07/24/2020	02579	COLUMBIA FORD	in	2020 FORD ESCAPE	23,459.93
153931	07/24/2020	08852	COMMERCIAL TIRE	in	TIRES - VEH 2717	2,185.17
153931	07/24/2020	08852	COMMERCIAL TIRE	in	TIRES - VEH 4612	2,208.69
153931	07/24/2020	08852	COMMERCIAL TIRE	in	TIRES - VEH 5520	5,573.68
153934	07/24/2020	07868	CORWIN FORD - TRI CITIES CORWIN OF I	in	REPAIR & MAINT - VEH 7787	207.79
153943	07/24/2020	00166	FARMERS EXCHANGE	in	PARTS & SUPPLIES	51.30
153943	07/24/2020	00166	FARMERS EXCHANGE	in	PARTS & SUPPLIES	148.23
153956	07/24/2020	08572	HIGH DESERT MAINTENANCE INC	in	REPAIR & MAINT	1,854.89
153957	07/24/2020	08711	HUGHES FIRE EQUIPMENT INC	in	PARTS & SUPPLIES	610.28
153957	07/24/2020	08711	HUGHES FIRE EQUIPMENT INC	in	PUMP TEST - VEH 2802	547.34
153957	07/24/2020	08711	HUGHES FIRE EQUIPMENT INC	in	DOT INSPECTION - VEH 2512	136.84

City of Kennewick

Claims Roster

7/11/2020 - 7/24/2020

Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
153957	07/24/2020	08711	HUGHES FIRE EQUIPMENT INC	in	PARTS & SUPPLIES	217.74
153957	07/24/2020	08711	HUGHES FIRE EQUIPMENT INC	in	PARTS & SUPPLIES	1,547.50
153966	07/24/2020	09379	KUSSMAUL ELECTRONICS CO., INC.	in	PARTS & SUPPLIES	1,171.43
153970	07/24/2020	10561	LIQUIDSPRING LLC	in	FREIGHT CHARGE	71.74
153971	07/24/2020	03154	M & M BOLT COMPANY, LLC	in	PARTS & SUPPLIES	11.27
153974	07/24/2020	02254	MCMASTER-CARR SUPPLY COMPANY	in	PARTS & SUPPLIES	47.68
153974	07/24/2020	02254	MCMASTER-CARR SUPPLY COMPANY	in	PARTS & SUPPLIES	16.70
153984	07/24/2020	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	PARTS & SUPPLIES	111.34
153984	07/24/2020	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	CREDIT	-20.11
153984	07/24/2020	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	PARTS & SUPPLIES	6.51
153984	07/24/2020	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	PARTS& SUPPLIES	113.11
153984	07/24/2020	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	PARTS & SUPPLIES	5.21
153984	07/24/2020	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	PARTS & SUPPLIES	18.85
153984	07/24/2020	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	PARTS & SUPPLIES	14.04
153984	07/24/2020	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	PARTS & SUPPLIES	11.13
153984	07/24/2020	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	PARTS & SUPPLIES	45.04
153984	07/24/2020	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	PARTS & SUPPLIES	45.41
153984	07/24/2020	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	PARTS & SUPPLIES	38.14
153984	07/24/2020	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	PARTS & SUPPLIES	51.69
153984	07/24/2020	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	PARTS & SUPPLIES	53.31
153984	07/24/2020	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	PARTS & SUPPLIES	27.28
153984	07/24/2020	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	PARTS & SUPPLIES	18.56
153984	07/24/2020	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	PARTS & SUPPLIES	42.08
153984	07/24/2020	08875	NAPA PASCO AUTO PARTS THM MANAGE	in	PARTS & SUPPLIES	1.93
153989	07/24/2020	01677	NORTHSTAR CLEAN CONCEPTS HOTSY C	in	MAINTENANCE	301.54
153993	07/24/2020	04217	O'REILLY AUTO PARTS	in	CREDIT - VEH 7679	-161.94
153993	07/24/2020	04217	O'REILLY AUTO PARTS	in	BATTERY - VEH 7785	181.49
153993	07/24/2020	04217	O'REILLY AUTO PARTS	in	BATTERY - VEH 7819	181.49
153993	07/24/2020	04217	O'REILLY AUTO PARTS	in	CREDIT - VEH 7785	-181.49
153993	07/24/2020	04217	O'REILLY AUTO PARTS	in	PARTS & SUPPLIES	198.20
153993	07/24/2020	04217	O'REILLY AUTO PARTS	in	CREDIT	-58.56
153993	07/24/2020	04217	O'REILLY AUTO PARTS	in	PARTS & SUPPLIES	130.32
153993	07/24/2020	04217	O'REILLY AUTO PARTS	in	PARTS & SUPPLIES	141.17
153993	07/24/2020	04217	O'REILLY AUTO PARTS	in	PARTS & SUPPLIES	157.63
153993	07/24/2020	04217	O'REILLY AUTO PARTS	in	PARTS & SUPPLIES	11.28
153993	07/24/2020	04217	O'REILLY AUTO PARTS	in	PARTS & SUPPLIES	25.91
153995	07/24/2020	01912	OWEN EQUIPMENT COMPANY	in	PARTS & SUPPLIES	596.11

City of Kennewick

Claims Roster

7/11/2020 - 7/24/2020

Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
154002	07/24/2020	05903	RATTLESNAKE MOUNTAIN HARLEY-DAV	in	REPAIR & MAINT - VEH 7337	281.19
154006	07/24/2020	03691	RMT EQUIPMENT	in	PARTS & SUPPLIES	1,205.40
154009	07/24/2020	09107	RWC INTERNATIONAL LTD	in	PARTS & SUPPLIES	657.21
154009	07/24/2020	09107	RWC INTERNATIONAL LTD	in	PARTS & SUPPLIES	373.67
154014	07/24/2020	02366	SPECK BUICK GMC OF TRICITIES SPECK	in	REPAIR & MAINT	155.30
154024	07/24/2020	04283	TURF STAR - WESTERN	in	PARTS & SUPPLIES	94.04
154026	07/24/2020	03564	US LINEN AND UNIFORM	in	LINEN SERVICE	116.28
154041	07/24/2020	10401	WHECO CORPORATION	in	REPAIR - VEH 2512	143.90
300416	07/24/2020	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	21.52
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	7/1/20 - 6/30/2021 APWA MEMBERSHIP DUE	200.00
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	SOUND UNIT REPAIR KIT FOR VEHICLE 2:	52.00
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	REPORT OF SALE VEHICLE 7575 2015 FOR	13.65
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	MANIFOLD & SOLENOID VALVE FOR VEH	377.96
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	LICENSE AND REGISTRATION, VEHICLES	126.18

Total amount by Department **\$ 65,493.41**

Total amount by Fund **\$ 69,444.02**

502 CENTRAL STORES FUND

153927	07/24/2020	00175	COLUMBIA BASIN PAPER & SUPPLY	in	INVENTORY	469.15
153942	07/24/2020	05426	EWING IRRIGATION PRODUCTS, INC	in	INVENTORY	289.85
153942	07/24/2020	05426	EWING IRRIGATION PRODUCTS, INC	in	INVENTORY	2,713.04
153942	07/24/2020	05426	EWING IRRIGATION PRODUCTS, INC	in	INVENTORY	1,327.80
153948	07/24/2020	01775	GRAINGER	in	PARTS & SUPPLIES	175.93
153954	07/24/2020	00865	HD FOWLER COMPANY INC	in	CREDIT	-3.61
153954	07/24/2020	00865	HD FOWLER COMPANY INC	in	INVENTORY	3.61
153998	07/24/2020	02399	PR DIAMOND PRODUCTS INC	in	PARTS & SUPPLIES	1,030.00
154016	07/24/2020	02536	STAPLES ADVANTAGE STAPLES CONTRA	in	OFFICE SUPPLIES	270.41
154018	07/24/2020	03426	THE HOME DEPOT PRO DBA SUPPLY WOJ	in	INVENTORY	4,855.78
300416	07/24/2020	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	81.90

Total amount by Department **\$ 11,213.86**

010 CENTRAL STORES

153887	07/24/2020	01526	ABADAN	in	COPIER MAINTENANCE	89.11
153887	07/24/2020	01526	ABADAN	in	COPIER MAINTENANCE	432.03
153887	07/24/2020	01526	ABADAN	in	COPIER MAINTENANCE	292.98
153887	07/24/2020	01526	ABADAN	in	COPIER MAINTENANCE	228.05

City of Kennewick

Claims Roster

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Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
153887	07/24/2020	01526	ABADAN	in	COPIER MAINTENANCE	30.02
153887	07/24/2020	01526	ABADAN	in	COPIER MAINTENANCE	375.38
153887	07/24/2020	01526	ABADAN	in	COPIER MAINTENANCE	131.47
153968	07/24/2020	06743	LEAF CAPITAL FUNDING LLC	in	COPIER RENTAL	1,214.72
153968	07/24/2020	06743	LEAF CAPITAL FUNDING LLC	in	COPIER RENTAL	519.11
153968	07/24/2020	06743	LEAF CAPITAL FUNDING LLC	in	COPIER RENTAL	622.49
153968	07/24/2020	06743	LEAF CAPITAL FUNDING LLC	in	COPIER RENTAL	387.25
153968	07/24/2020	06743	LEAF CAPITAL FUNDING LLC	in	COPIER RENTAL	207.29
153968	07/24/2020	06743	LEAF CAPITAL FUNDING LLC	in	COPIER RENTAL	166.17
Total amount by Department						\$ 4,696.07
Total amount by Fund						\$ 15,909.93
503 RISK MANAGEMENT FUND						
010 RISK MANAGEMENT						
153930	07/24/2020	00498	COLUMBIA PUMPING/CONSTRUCTION	in	RETAINAGE RELEASE	1,580.00
153939	07/24/2020	02029	DEPT OF ENTERPRISE SVCS	in	SELF INSURANCE	350.00
153943	07/24/2020	00166	FARMERS EXCHANGE	in	EQUIPMENT	586.43
153961	07/24/2020	01205	JACK'S SUPERIOR AUTO BODY,LLC	in	REPAIR - VEH 3810	3,740.36
153986	07/24/2020	06587	NELSON MARTIN	in	REIMBURSEMENT	53.18
153997	07/24/2020	06603	PAPE MACHINERY INC	in	EQUIP RENTAL	293.22
Total amount by Department						\$ 6,603.19
370 GAINS/LOSSES AND OTHER INCOME						
154015	07/24/2020	04478	ST PAUL FIRE & MARINE	in	CLAIM V2Z4198	100.00
Total amount by Department						\$ 100.00
Total amount by Fund						\$ 6,703.19
611 FIREMEN'S PENSION FUND						
010 FIREMEN'S PENSION						
153906	07/24/2020	04065	BERNA LETA	in	LEOFF 1 PENSION	304.96
153933	07/24/2020	00128	COMSTOCK WILLIAM J	in	LEOFF 1 PENSION	897.50
153941	07/24/2020	05685	ECKERT NANCY	in	LEOFF 1 PENSION	1,363.44
153949	07/24/2020	00122	GRAVES MARJORIE	in	LEOFF 1 PENSION	2,618.65
154000	07/24/2020	06700	PURDY PAULA	in	LEOFF 1 PENSION	870.47
154003	07/24/2020	00145	REMUS, LARRY J	in	LEOFF 1 PENSION	911.76
154012	07/24/2020	00148	SHAW, LEONARD	in	LEOFF 1 PENSION	667.44
154013	07/24/2020	00150	SLEATER, LARRY L	in	LEOFF 1 PENSION	1,420.47

City of Kennewick

Claims Roster

7/11/2020 - 7/24/2020

Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
154030	07/24/2020	00152	VICKERMAN THOMAS	in	LEOFF 1 PENSION	513.14
154037	07/24/2020	10500	WELCH BETTY JEAN	in	LEOFF 1 PENSION	908.60
154042	07/24/2020	00154	WILLEBY, DONALD R	in	LEOFF 1 PENSION	743.74
Total amount by Department						\$ 11,220.17
Total amount by Fund						\$ 11,220.17
634 BI-COUNTY POLICE INFO NETWORK						
010 BI-COUNTY POLICE INFO NETWORK						
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	BIPIN PROJECT DEMO/TRAINING SUPPLIE	23.67
Total amount by Department						\$ 23.67
Total amount by Fund						\$ 23.67
642 METRO DRUG FORFEITURE FUND						
153900	07/24/2020	00014	BENTON COUNTY	in	METRO REIMBURSEMENT	1,373.53
153900	07/24/2020	00014	BENTON COUNTY	in	METRO REIMBURSEMENT	445.46
153922	07/24/2020	00435	CITY OF PASCO	in	METRO REIMBURSEMENT	1,645.90
153922	07/24/2020	00435	CITY OF PASCO	in	METRO REIMBURSEMENT	164.59
153925	07/24/2020	01516	CITY OF WEST RICHLAND	in	METRO REIMBURSEMENT	1,574.84
153925	07/24/2020	01516	CITY OF WEST RICHLAND	in	METRO REIMBURSEMENT	149.98
Total amount by Department						\$ 5,354.30
010 NONE						
153936	07/24/2020	07711	CULLIGAN WATER CONDITIONING	in	WATER DELIVERY	68.36
300417	07/24/2020	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	MONTHLY SERVICE CHARGE FOR ONLINI	19.54
Total amount by Department						\$ 87.90
Total amount by Fund						\$ 5,442.20

City of Kennewick

Claims Roster

7/11/2020 - 7/24/2020

Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount \$
Grand Total:					<u>\$ 1,870,136.03</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 153864 through 154067	\$ 1,726,731.90
Wire transfer number 300415	217.00
Wire transfer number 300416	102,958.23
Wire transfer number 300417	40,228.90

Total \$ 1,870,136.03

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

Exceptions:

**Council Agenda
Coversheet**



Agenda Item Number	3.b.(2)	Council Date	08/04/2020
Agenda Item Type	General Business Item		
Subject	Columbia Park Golf Course Account		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

Consent Agenda

Ordinance/Reso

Public Mtg / Hrg

Other

Quasi-Judicial

Recommendation

That Council approve the Claims Roster for the Columbia Park Golf Course Account for June 2020.

Motion for Consideration

I move to approve the Claims Roster for the Columbia Park Golf Course Account for June 2020 in the amount of \$29,663.15, comprised of check numbers 2548-2555 in the amount of \$5,891.15 and electronic transfers in the amount of \$23,772.00.

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 \$29,663.15.

Through	Denise Winters Jul 28, 10:53:11 GMT-0700 2020
Dept Head Approval	Dan Legard Jul 28, 15:37:48 GMT-0700 2020
City Mgr Approval	Ken Hohenberg Jul 30, 08:56:43 GMT-0700 2020

Attachments:

Recording Required?

**COLUMBIA PARK GOLF COURSE FUND
CHECK REGISTER
JUNE 2020**

Check Number	Vendor Check Name	Check Date	Amount	Type
2548	ADP SCREENING	6/11/2020	\$40.33	Check
2549	KENNEWICK GOLF CORPORATION	6/11/2020	\$4,771.97	Check
2550	TOTAL E INTEGRATED INC.	6/11/2020	\$275.90	Check
2551	COLUMBIA POINT GOLF COURSE	6/25/2020	\$384.00	Check
2552	MELISSA HIBBARD	6/25/2020	\$120.00	Check
2553	NATIONAL GOLF FOUNDATION	6/25/2020	\$141.00	Check
2554	TOTAL E INTEGRATED INC.	6/25/2020	\$137.95	Check
2555	YELP	6/25/2020	\$20.00	Check
ADPTS 007082042	ADP TOTAL SOURCE (AUTOPAY)	6/10/2020	\$4,154.34	EFT
CIG 809147	CAPITAL INSURANCE GROUP	6/1/2020	\$693.91	EFT
335924	PEPSI COLA BOTTLING CO.	6/3/2020	\$165.58	EFT
335968	SPARKLING CLEAN WINDOWS, LLC	6/3/2020	\$377.20	EFT
338834	BRIDGESTONE GOLF, INC	6/18/2020	\$73.33	EFT
338890	CITY OF KENNEWICK ELECTRICAL	6/18/2020	\$300.80	EFT
338897	SIMPLOT PARTNERS	6/18/2020	\$532.14	EFT
338921	PEPSI COLA BOTTLING CO.	6/18/2020	\$553.76	EFT
338965	BLUE ROOM	6/18/2020	\$162.00	EFT
338997	IT HAVEN	6/18/2020	\$8.96	EFT
Paid by ACH	WESTERN EQUIPMENT	6/3/2020	\$520.49	EFT
Paid by ACH	CINTAS CORPORATION #085	6/18/2020	\$193.79	EFT
Paid by ACH	COLEMAN OIL COMPANY	6/18/2020	\$148.03	EFT
Paid by ACH	WESTERN EQUIPMENT	6/18/2020	\$547.44	EFT
Paid by ACH	CINTAS CORPORATION #608	6/25/2020	\$97.34	EFT
Paid by ACH	COLEMAN OIL COMPANY	6/25/2020	\$399.26	EFT
Paid by ACH	WESTERN EQUIPMENT	6/25/2020	\$77.04	EFT
Paid by ACH	ADP TOTAL SOURCE (AUTOPAY)	6/5/2020	\$5,827.10	EFT
Paid by ACH	ADP TOTAL SOURCE (AUTOPAY)	6/19/2020	\$6,594.26	EFT
Paid by ACH	ELAN (MONTHLY CREDIT CARD CHGS)	6/30/2020	\$1,636.89	EFT
Bank Deduction	MERCHANT SERVICES	6/1/2020	\$703.81	EFT
Bank Deduction	US Bank	6/12/2020	\$4.53	EFT
			<u>\$29,663.15</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 2548-2555	\$ 5,891.15
Electronic transfers	23,772.00
Total	<u>\$ 29,663.15</u>

Exceptions:

Check	Vendor	Date	Amount	Debit	Credit
2548	ADP SCREENING	6/11/2020		\$40.33	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$40.33
	PURCH	51800-080-244-00	PROFESSIONAL SERVICES	\$40.33	
2549	KENNEWICK GOLF CORPORATION	6/11/2020		\$4,771.97	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$4,771.97
	PURCH	59600-080-244-00	ACCOUNTING FEES	\$1,193.63	
	PURCH	59610-080-244-00	MANAGEMENT FEE	\$3,578.34	
2550	TOTAL E INTEGRATED INC.	6/11/2020		\$275.90	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$275.90
	PURCH	51900-050-244-00	CONTRACT SERVICES	\$137.95	
	PURCH	51900-050-244-00	CONTRACT SERVICES	\$137.95	
2551	COLUMBIA POINT GOLF COURSE	6/25/2020		\$384.00	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$384.00
	PURCH	50100-060-244-00	SALARIES	\$192.00	
	PURCH	50100-080-244-00	SALARIES	\$192.00	
2552	MELISSA HIBBARD	6/25/2020		\$120.00	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$120.00
	PURCH	52100-080-244-00	TELECOMMUNICATIONS	\$60.00	
	PURCH	52100-080-244-00	TELECOMMUNICATIONS	\$60.00	
2553	NATIONAL GOLF FOUNDATION	6/25/2020		\$141.00	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$141.00
	PURCH	51400-080-244-00	PROFESSIONAL DUES & FEES	\$141.00	
2554	TOTAL E INTEGRATED INC.	6/25/2020		\$137.95	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$137.95
	PURCH	51900-050-244-00	CONTRACT SERVICES	\$137.95	
2555	YELP	6/25/2020		\$20.00	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$20.00
	PURCH	53100-080-244-00	ADVERTISING & MARKETING	\$20.00	
ADPTS 007082042	ADP TOTAL SOURCE (AUTOPAY)	6/10/2020		\$4,154.34	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$4,154.34
	PURCH	50800-050-244-00	HEALTH BENEFITS	\$2,458.55	
	PURCH	50800-060-244-00	HEALTH BENEFITS	\$1,695.79	
CIG 809147	CAPITAL INSURANCE GROUP	6/1/2020		\$693.91	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$693.91
	PURCH	18400-000-244-00	PREPAID GEN LIAB INS	\$693.91	
335924	PEPSI COLA BOTTLING CO.	6/3/2020		\$165.58	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$165.58
	PURCH	49150-070-244-00	COGS - PACKAGED FOOD	\$59.03	
	PURCH	49200-070-244-00	COGS - SOFT BEVERAGE	\$106.55	
335968	SPARKLING CLEAN WINDOWS, LLC	6/3/2020		\$377.20	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$377.20
	PURCH	51900-050-244-00	CONTRACT SERVICES	\$377.20	
338834	BRIDGESTONE GOLF, INC	6/18/2020		\$73.33	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$73.33
	PURCH	47150-050-244-00	COGS MERCHANDISE	\$73.33	
338890	CITY OF KENNEWICK ELECTRICAL	6/18/2020		\$300.80	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$300.80
	PURCH	52200-060-244-00	UTILITIES - GAS & ELECTRIC	\$48.09	
	PURCH	52210-060-244-00	IRRIGATION ELECTRICITY	\$252.71	
338897	SIMPLIOT PARTNERS	6/18/2020		\$532.14	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$532.14
	PURCH	57000-060-244-00	CHEMICALS - FERTILIZER	\$532.14	

Check	Vendor	Date	Amount	Debit	Credit
338921	PEPSI COLA BOTTLING CO.	6/18/2020		\$553.76	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$553.76
	PURCH	49150-070-244-00	COGS - PACKAGED FOOD	\$136.57	
	PURCH	49200-070-244-00	COGS - SOFT BEVERAGE	\$409.19	
	PURCH	51900-060-244-00	CONTRACT SERVICES	\$8.00	
338965	BLUE ROOM	6/18/2020		\$162.00	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$162.00
	PURCH	52300-060-244-00	GARBAGE & DEBRIS REMOVAL	\$81.00	
	PURCH	52300-060-244-00	GARBAGE & DEBRIS REMOVAL	\$81.00	
338997	IT HAVEN	6/18/2020		\$8.96	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$8.96
	PURCH	52800-080-244-00	SUBSCRIPTIONS & PUBLICATIONS	\$8.96	
Paid by ACH	WESTERN EQUIPMENT	6/3/2020		\$520.49	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$520.49
	PURCH	58100-060-244-00	EQUIPMENT PARTS	\$520.49	
Paid by ACH	CINTAS CORPORATION #085	6/18/2020		\$193.79	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$193.79
	PURCH	51900-060-244-00	CONTRACT SERVICES	\$49.66	
	PURCH	51900-080-244-00	CONTRACT SERVICES	\$144.13	
Paid by ACH	COLEMAN OIL COMPANY	6/18/2020		\$148.03	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$148.03
	PURCH	58300-060-244-00	FUEL & OIL MAINTENANCE	\$115.28	
	PURCH	58300-050-244-00	FUEL & OIL MAINTENANCE	\$32.75	
Paid by ACH	WESTERN EQUIPMENT	6/18/2020		\$547.44	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$547.44
	PURCH	58100-060-244-00	EQUIPMENT PARTS	\$547.44	
Paid by ACH	CINTAS CORPORATION #608	6/25/2020		\$97.34	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$97.34
	PURCH	51900-060-244-00	CONTRACT SERVICES	\$27.84	
	PURCH	51900-080-244-00	CONTRACT SERVICES	\$69.50	
Paid by ACH	COLEMAN OIL COMPANY	6/25/2020		\$399.26	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$399.26
	PURCH	58300-060-244-00	FUEL & OIL MAINTENANCE	\$359.01	
	PURCH	58300-050-244-00	FUEL & OIL MAINTENANCE	\$40.25	
Paid by ACH	WESTERN EQUIPMENT	6/25/2020		\$77.04	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$77.04
	PURCH	58100-060-244-00	EQUIPMENT PARTS	\$77.04	
Paid by ACH	ADP TOTAL SOURCE (AUTOPAY)	6/5/2020		\$5,827.10	
	PAY	50000-000-244-00	BANK OPERATING ACCOUNT		\$5,827.10
	PURCH	50100-060-244-00	SALARIES	\$1,434.81	
	PURCH	50200-050-244-00	HOURLY WAGES	\$3,033.37	
	PURCH	50200-060-244-00	HOURLY WAGES	\$1,207.04	
	PURCH	50800-050-244-00	HEALTH BENEFITS		\$548.54
	PURCH	50800-060-244-00	HEALTH BENEFITS		\$341.71
	PURCH	50950-050-244-00	PAYROLL TAXES & SERVICE FEE	\$552.27	
	PURCH	50950-060-244-00	PAYROLL TAXES & SERVICE FEE	\$445.91	
	PURCH	50950-080-244-00	PAYROLL TAXES & SERVICE FEE	\$43.95	
Paid by ACH	ADP TOTAL SOURCE (AUTOPAY)	6/19/2020		\$6,594.26	
	PAY	50000-000-244-00	BANK OPERATING ACCOUNT		\$6,594.26
	PURCH	50100-060-244-00	SALARIES	\$1,434.81	
	PURCH	50200-050-244-00	HOURLY WAGES	\$3,663.40	
	PURCH	50200-060-244-00	HOURLY WAGES	\$1,245.24	
	PURCH	50800-050-244-00	HEALTH BENEFITS		\$496.39
	PURCH	50800-060-244-00	HEALTH BENEFITS		\$335.85
	PURCH	50950-050-244-00	PAYROLL TAXES & SERVICE FEE	\$617.69	
	PURCH	50950-060-244-00	PAYROLL TAXES & SERVICE FEE	\$451.41	
	PURCH	50950-080-244-00	PAYROLL TAXES & SERVICE FEE	\$13.95	

Check	Vendor	Date	Amount	Debit	Credit
Paid by ACH	ELAN (MONTHLY CREDIT CARD CHGS)	6/30/2020		\$1,636.89	
	PAY	50000-000-244-00	TEMPORARY ACCT		\$1,636.89
	PURCH	51350-080-244-00	SAFETY SUPPLIES	\$179.39	
	PURCH	51900-050-244-00	CONTRACT SERVICES	\$72.50	
	PURCH	52100-060-244-00	TELECOMMUNICATIONS	\$59.99	
	PURCH	52100-080-244-00	TELECOMMUNICATIONS	\$59.99	
	PURCH	52400-080-244-00	JANITORIAL SUPPLIES	\$13.52	
	PURCH	52500-080-244-00	OFFICE SUPPLIES	\$86.86	
	PURCH	53100-080-244-00	ADVERTISING & MARKETING	\$101.16	
	PURCH	53100-080-244-00	ADVERTISING & MARKETING	\$73.45	
	PURCH	55000-060-244-00	GOLF CART PARTS	\$47.08	
	PURCH	55000-060-244-00	GOLF CART PARTS	\$659.55	
	PURCH	55150-050-244-00	GOLF CART SUPPLIES	\$15.31	
	PURCH	55150-050-244-00	GOLF CART SUPPLIES	\$42.03	
	PURCH	55300-050-244-00	RANGE SUPPLIES	\$54.29	
	PURCH	55850-060-244-00	COURSE ACCESSORIES MAINT	\$67.00	
	PURCH	58500-060-244-00	COURSE ACCESSORIES MAINT	\$55.11	
	PURCH	58500-060-244-00	COURSE ACCESSORIES MAINT	\$49.66	
Bank Deduction	MERCHANT SERVICES	6/1/2020		\$703.81	
	PAY	10420-000-244-00	OPERATING CHECKING ACCT - US Bank		\$703.81
	PURCH	54000-080-244-00	BANK CHARGES	\$703.81	
Bank Deduction	US Bank	6/12/2020		\$4.53	
	PAY	10420-000-244-00	OPERATING CHECKING ACCT - US Bank		\$4.53
	PURCH	54000-080-244-00	BANK CHARGES	\$4.53	

**Council Agenda
Coversheet**



Agenda Item Number	3.c.	Council Date	08/04/2020
Agenda Item Type	General Business Item		
Subject	Payroll Roster for PPE 7/15/2020		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

Consent Agenda

Ordinance/Reso

Public Mtg / Hrg

Other

Quasi-Judicial

Recommendation

That council approve the Payroll Roster.

Motion for Consideration

I move to approve the Payroll Roster for 7/15/2020 in the amount of \$2,603,059.94 comprised of check numbers 74633 through 74637 and direct deposit numbers 182884 through 183335.

Summary

None.

Alternatives

None.

Fiscal Impact

Total \$2,603,059.94.

Through	
Dept Head Approval	Dan Legard Jul 27, 16:08:35 GMT-0700 2020
City Mgr Approval	Ken Hohenberg Jul 30, 08:57:14 GMT-0700 2020

Attachments: roster

Recording Required?

August 4, 2020

All Departments:

July 15, 2020

ADMINISTRATIVE TEAM		2,081.84
CITY COUNCIL		4,525.00
CITY MANAGER		12,760.04
COMMUNITY PLANNING & ECONOMIC DEVELOPMENT		24,553.84
EMPLOYEE & COMMUNITY RELATIONS		37,911.97
ENGINEERING		58,033.35
FACILITIES & GROUNDS		81,099.55
FINANCE		58,181.92
FIRE		107,399.08
LEGAL SERVICES		22,799.48
MANAGEMENT SERVICES		81,630.80
POLICE		454,647.30
	Subtotal General Fund	<u>945,624.17</u>
STREETS		8,092.03
TRAFFIC		29,250.55
	Subtotal Street Fund	<u>37,342.58</u>
BI-PIN		11,298.95
BUILDING SAFETY		50,077.53
COMMUNITY DEVELOPMENT		4,309.96
CRIMINAL JUSTICE		73,584.15
EQUIPMENT RENTAL		12,274.07
MEDICAL SERVICES		345,047.53
RISK MANAGEMENT		3,609.38
STORMWATER UTILITY		22,147.06
WATER & SEWER		150,039.16
	Subtotal Other Funds	<u>672,387.79</u>
	Total Salaries and Wages	<u>1,655,354.54</u>
<u>Benefits:</u>		
Dental Insurance		45,507.65
Industrial Insurance		29,334.29
Life Insurance		4,249.40
Long Term Disability Insurance		4,910.32
Medical Insurance		617,164.69
Medical Retirement Account		3,262.50
Retirement		140,436.53
Social Security (FICA)		93,322.75
Vision Insurance		7,480.68
WA Family Leave		2,036.59
	Total Benefits	<u>947,705.40</u>
	Grand Total	<u><u>\$2,603,059.94</u></u>

I, Dan Legard, Finance Director, at the direction of the Council, do hereby certify that the Payroll hereinabove specified is approved for payment in the amount of \$2,603,059.94 comprised of check numbers 74633 through 74637 and direct deposit numbers 182884 through 183335.

Approved for payment:



Dan Legard, Finance Director

Council Agenda Coversheet



Agenda Item Number	3.d.	Council Date	08/04/2020
Agenda Item Type	Contract/Agreement/Lease		
Subject	Pedestrian Pathway License Agreement w/KID		
Ordinance/Reso #		Contract #	
Project #	P2002	Permit #	
Department	Public Works		

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

Recommendation

That City Council authorize the Mayor to sign a License Agreement regarding a Pedestrian Pathway from Edison St. to Union St. with the Kennewick Irrigation District.

Motion for Consideration

I move to authorize the Mayor to sign a License Agreement regarding a Pedestrian Pathway from Edison St. to Union St. with the Kennewick Irrigation District.

Summary

The City received a Community Development Block Grant (CDBG) to construct a 12-foot wide paved pedestrian pathway between Edison St. and Union St. that will serve as a school walk route for low-income students as well as for recreational access for low-income and elderly neighboring residents. The pathway will reside mostly within Kennewick Irrigation District (KID) Right of Way, which was formerly used as an open-ditch irrigation canal but has since been piped into an underground system. As such, the City will be required to enter into a License Agreement with KID to outline details on how the City's pathway will be constructed, operated and maintained within KID's Right of Way.

The City Attorney's Office has reviewed and approved the License Agreement.

Alternatives

Not sign the License Agreement and forfeit the grant money.

Fiscal Impact

CDBG Funding: \$299,000

Through	Heath Mellotte Jul 28, 16:59:46 GMT-0700 2020
Dept Head Approval	Cary Roe Jul 28, 18:08:02 GMT-0700 2020
City Mgr Approval	Ken Hohenberg Jul 30, 09:08:52 GMT-0700 2020

Attachments: License Agreement

Recording Required?

**KENNEWICK IRRIGATION DISTRICT
LICENSE**

KID License No.: _____

KID File No.: _____

Effective Date: _____

Agent: _____

1. License Granted

WHEREAS, it is understood by the parties hereto that Kennewick Irrigation District, an irrigation district organized and existing under the laws of the State of Washington (“Licensor”), owns the Licensed Property and;

WHEREAS, Licensor is willing to consent to Licensee's use of the Licensed Property in a manner that does not in any way compromise the ability of Licensor to manage the irrigation district.

For valuable consideration acknowledged and received by Licensor, the Licensor grants the City of Kennewick, (“Licensee”), a revocable License granting the nonpossessory and nonexclusive right and privilege to enter upon and use certain real property, the Licensed Property, under the following terms and conditions. Nothing herein shall be construed as a conveyance of a real property interest in the Licensed Property.

2. Purpose

Licensee shall make the Licensed Property available for recreational use by the general public and may use the Licensed Property for a pedestrian pathway for recreational purposes. Licensee shall not use the Licensed Property for any other purpose without the prior written approval of Licensor. Licensee acknowledges that, but for this License, it has no rights to use or occupy the Licensed Property, and represents that it makes no claim to such rights.

3. Licensed Property

The Licensed Property is hereby described in the attached **Exhibit ‘A’** and shown in **Exhibit ‘B’**

4. Compensation

4.1 Licensee shall reimburse Licensor, for all federal, state and local excise, sales, privilege, gross receipts and other similar taxes lawfully imposed on and paid by Licensor as a result of any License Fees received by Licensor under this License. Licensee shall pay all property taxes, if any, levied on the Licensed Property.

4.2 All amounts paid by Licensee to Licensor as a result of damages, costs, expenses and

sums incurred by Licensor hereunder as a result of Licensee's default shall be deemed to be License Fees.

4.3 Any payment due under this License that is not paid within 30 days of its due date shall bear interest from the date such payment was due at the rate of twelve percent (12%) per annum. Licensor shall have all the rights and remedies provided herein and by law for Licensee's failure to pay any of the compensation specified in this Section 4.

4.4 Within 30 days of Licensor's delivery of an invoice therefore, Licensee shall pay any incremental increase in Licensor's operation and maintenance costs on the Licensed Property resulting from Licensee's exercise of its rights hereunder; Licensor shall incur no liability for any costs of repairing or replacing Licensee's improvements within the Licensed Property, damaged as a result of Licensor's operation and maintenance of its facilities, unless due to negligent or willful acts or omissions of Licensor or its agents or employees.

4.5 In the event of non-payment by Licensee of any amount due hereunder, Licensor's remedies shall include, though not be limited to the collection of past due compensation and termination of this License.

5. Term

The term of this License shall be for twenty-five (25) Licensed Years (as defined below) beginning _____ and ending _____ unless renewed for another definite period of years. Unless earlier terminated pursuant to the terms set forth herein, for purposes of this License, the term "License Year" shall mean each twelve (12) month period during the term of this License commencing on _____ and ending at midnight on the next succeeding _____.

6. Default

If a party ("Defaulting Party") fails (i) to make payment required herein by its due date or (ii) perform an obligation under this License within 30 days after written notice is given to the Defaulting Party of its failure to perform such obligation on the date when such performance was due (or, if such default cannot reasonably be cured within 30 days, then within such longer period as is determined by the non-defaulting party to be necessary to cure such default, provided the Defaulting Party commences to cure such default within the 30 day period), then, upon the expiration of the applicable cure period, if any, the non-defaulting party may terminate this License upon not less than 30 days prior written notice to the Defaulting Party.

7. Rights of the Licensor

7.1 This License is subject to the paramount rights of KID in and to the Licensed Property and all agreements existing and to be made between and among the Licensee and Licensor regarding the management, care, operation and maintenance of the Irrigation Project as defined in section three (3) of this agreement.

7.2 Licensors reserves the right of its officers, agents, and employees at all times to have unrestricted access and ingress to, passage over, and egress from all of said lands, to make investigations of all kinds, dig test pits and drill test holes, to survey for and construct reclamation and irrigation works and other structures incident to its purpose, or for any purpose whatsoever. Licensors will make every reasonable effort to keep damages to a minimum.

8. Successors and Assigns

The privileges granted to Licensee herein shall not inure to or benefit any person or entity other than Licensee, either through assignment or sublicense. Any attempt by Licensee to assign or sublicense all or any portion of the Licensed Property for any purpose whatsoever shall void this License.

9. Termination of the License

9.1 Either party may terminate this License without cause upon not less than thirty (30) days written notice.

9.2 Licensors may, at any time and at no cost or liability to the Licensors, terminate this License if the Licensors determines the use has become incompatible with irrigation district operations, safety, and security, or if the Licensors determines it is necessary for operational needs of the irrigation project.

9.3 Licensors may, at any time and at no cost or liability to the Licensors, terminate this License if Licensors determines that the Licensee has failed to use the Licensed Property for its intended purpose. Further, failure to construct within the timeframe specified in the terms of the License may constitute a presumption of abandonment of the requested use and cause termination of the License.

9.4 Upon the expiration, termination, or revocation of this License, if all License Fees and damage claims due Licensors have been paid, the Licensee shall remove all structures, equipment, or other improvements made by it from the Licensed Property at no cost to Licensors. Upon failure to remove any such improvements within thirty (30) days of the expiration, termination, or revocation, any remaining improvements shall, at the option of Licensors, be removed or become the property of Licensors. The Licensee shall pay all expenses of Licensors, or their assigns, related to the removal of such improvements.

10. Maintenance of Licensed Property & Interface with Licensors's Use of Licensed Property

10.1 Licensee, at its own expense, shall maintain all of the Licensed Property in reasonably good, sanitary and safe condition. Graffiti shall be removed immediately. Subject to the conditions set forth herein, Licensors reserves to itself, a right of access to the Licensed Property for the construction, use, operation, maintenance, relocation and removal of any existing and future electric or water distribution or transmission facilities. Any such construction, use,

operation, maintenance, relocation or removal shall be performed in a manner designed to avoid, to the extent feasible, disturbance to Licensee's improvements and Licensee's use and enjoyment of the Licensed Property. Licensor shall give Licensee at least thirty (30) days prior written notice of any such construction, use, operation, maintenance, relocation or removal that will materially disrupt Licensee's use and enjoyment of the Licensed Property or the Licensee's improvements; provided, however, that such notice may be given in such shorter period as Licensor determines to be reasonable under prevailing circumstances, or with no notice in the event of an emergency where no notice is feasible. Nothing in this License shall be construed to deny or lessen the powers and privileges granted Licensor by the laws of the State of Washington. Licensor shall not be liable to Licensee for any damage to Licensee's improvements located upon the Licensed Property, unless due to negligent or willful acts or omissions of Licensor or its agents or employees.

10.2 If Licensee defaults in the performance of the obligations set forth in Section 10.1, and Licensor gives notice of the default, Licensee shall correct such default to the reasonable satisfaction of Licensor within the required period of time set forth in the notice of default (the "Correction Period"), which period of time shall be reasonable under the circumstances. If Licensee fails to correct the default within the Correction Period, Licensor may take any action reasonably determined by Licensor to be necessary to correct such default, including without limitation making any repair or modification to or removing any of Licensee's improvements. Licensee shall reimburse Licensor for the reasonable costs it incurs to correct such default within thirty (30) days after Licensor presents Licensee with a statement of such costs. Licensee shall release Licensor from all damages resulting to Licensee from the correction of such default, including, without limitation, those damages arising from all repairs or modifications to or removal of any of Licensee's improvements.

10.3 Licensor reserves rights to construct, operate, and maintain public works now or hereafter authorized by the Licensor without liability for termination of the License or other damage to Licensee's activities or facilities.

11. Nonexclusive Rights

This License is nonexclusive and nothing herein shall be construed to prevent or restrict Licensor from granting other privileges to use the Licensed Property in a manner not inconsistent with Licensee's use of the Licensed Property in accordance with this License.

12. Existing Easements and Licenses

This License is subject to all existing encumbrances of record, including easements and licenses. It shall be Licensee's obligation and responsibility to ascertain the rights of all third parties in the Licensed Property. Licensor consents only to the use of the Licensed Property for the purposes described herein, in its capacity as owner of the Licensed Property. Nothing in this License shall be construed as Licensor's representation, warranty, approval or consent regarding rights in the Licensed Property held by other parties. Licensee shall indemnify and hold Licensor harmless from any liability arising out of any dispute or claim regarding actual or alleged interests in the Licensed Property, affecting Licensee's interests created herein, and shall release Licensor from

any such claims on its own behalf.

13. Indemnification

13.1 To the extent not prohibited by law or expressly excepted herein, Licensee, its successors and assigns (“Indemnitors”), shall indemnify, release, and hold harmless Licensor (“Indemnitee”) and the directors, officers, employees, agents, successors and assigns thereof, for, from and against any damage, loss or liability caused in whole or in part by Licensee, regardless of whether caused in part by Indemnitee, and suffered by Indemnitee as a result of any claim, demand, lawsuit or action of any kind, whether such damage or loss is to person or property, arising out of, resulting from or caused by: (a) the acts or omissions of Licensee, its agents, contractors, officers, directors, or employees; (b) Licensee’s use or occupancy of the Licensed Property for the purposes contemplated by this License, including but not limited to claims by third parties who are invited or permitted onto the Licensed Property, either expressly or impliedly, by Licensee or by the nature of Licensee’s improvement or other use of the Licensed Property pursuant to this License; (c) Licensee’s failure to comply with or fulfill its obligations established by this License or by law. Such obligation to indemnify shall extend to and encompass all costs incurred by Licensor in defending against such claims, demands, lawsuits or actions, including but not limited to attorney, witness and expert witness fees, and any other litigation related expenses. Indemnitors’ obligation pursuant to this Section shall not extend to any damage, loss or liability as a result of any claim, demand, lawsuit or action of any kind, whether such damage, loss or liability is to person or property arising out of, resulting from or caused by the sole, exclusive acts or omissions of Indemnitee, its contractors, directors, officers, employees, agents, successors or assigns for which Licensor shall indemnify, release and hold harmless Indemnitors. Licensor’s obligation to indemnify Indemnitors shall extend to and encompass all costs incurred by Indemnitors in defending against such claims, demands, lawsuits or actions, including but not limited to attorney, witness and expert witness fees, and any other litigation related expenses. The provisions of this Section shall survive termination of this License.

13.2 The Licensee agrees to indemnify the Licensor for, and hold the Licensor and all of its representatives harmless from, all damages resulting from suits, actions, or claims of any character brought on account of any injury to any person or property arising out of any act, omission, neglect, or misconduct in the manner or method of performing any construction, care, operation, maintenance, supervision, examination, inspection, or other activities of the Licensee.

14. Insurance

Without limiting any liabilities or any other obligations of Licensee, Licensee shall provide and maintain, with forms and insurers acceptable to Licensor, and until all obligations under the License are satisfied, the minimum insurance and/or joint protection program-equivalent coverages, as follows:

14.1 If applicable, worker's compensation insurance and / or joint protection program coverage to fulfill obligations imposed by applicable federal and state statutes and employer's liability insurance with a minimum limit of One Million and No/100 Dollars (\$1,000,000.00).

14.2 Commercial General liability coverage with a minimum combined single limit of \$10,000,000 each occurrence and \$20,000,000.00 each aggregate limit on an occurrence basis. The coverage must extend to contractual liability, bodily injury liability, property damage liability, for liability assumed under this License.

14.3 If applicable, comprehensive automobile liability insurance and/or joint protection program coverage with a combined single limit for bodily injury and property damage of not less than Two Million and No/100 Dollars (\$2,000,000.00) each occurrence with respect to Licensee's vehicle, whether owned, hired or non- owned, assigned to or used in the performance of the work.

14.4 Pollution Liability Insurance. At all times, if not insured in the General and Excess liability coverages, the Licensee shall provide a limit of not less than \$2,000,000 (primary and excess) insurance for property damage and bodily injury to third parties arising out of "sudden and accidental" pollution conditions as a result of Licensee's operations. All such coverage can be included in the commercial general liability and umbrella or excess liability policies or provided under a separate pollution liability policy.

14.5 Licensee shall waive their rights of recovery and require its insurers and/or joint coverage programs providing the required coverages to waive all rights of subrogation against Licensor and members of its governing bodies, its officers, agents and employees for matters arising out of this License.

14.6 Upon execution of this License, Licensee shall furnish Licensor with Certificates of Insurance and/or evidence of coverage under a joint coverage program as evidence that policies providing the required coverages, conditions and limits are in full force and effect. Such certificates shall provide that not less than thirty (30) days advance notice of cancellation, termination, or alteration shall be sent directly to Licensor addressed as follows:

Claims Agent
c/o Kennewick Irrigation District
2015 South Ely Street
Kennewick, WA 99337

14.7 The insurance policies and/or joint coverage programs may provide coverages that include deductibles or self- insured retentions. Licensee shall be solely responsible for deductibles and/or self-insured retentions, and Licensor, at its option, may require Licensee to secure the payment of such deductibles or self-insured retentions by a surety bond.

15. Construction

15.1 Prior to making any improvements on the Licensed Property, Licensee shall submit to Licensor for its approval final construction documents and plan showing the location of any such improvements. Licensor shall approve or disapprove such documents and plans within 30 days. If

applicable, Licensee shall obtain a Permit from KID Engineering prior to the start of construction. Construction on the Licensed Property shall be performed only in accordance with approved construction documents and plan. At least ten (10) days prior to the beginning of any construction on the Licensed Property, Licensee shall give Licensor notice of the date that construction will begin and a schedule listing all construction activities and the dates when such construction activities will be performed. Licensee shall give Licensor written notice of all changes in the schedule and delays in construction immediately upon it being reasonably foreseeable that such change or delay will occur.

15.2 Licensee's improvements constructed, installed, operated and maintained on the Licensed Property shall not interfere with Licensor's use of Licensor's existing or any future irrigation or electric facilities on or adjacent to the Licensed Property.

15.3 Licensor may request Licensee to alter the scheduling of construction undertaken pursuant to Section 15.1 but only when and to the extent necessary to prevent any material interference with Licensor's use of the Licensed Property, and if such improvements do interfere with Licensor's use, Licensor may request Licensee to relocate Licensee's material, facilities and improvements as deemed necessary by Licensor.

15.4 If relocation of Licensee's materials, facilities, or improvements is necessitated by Licensor's use of existing facilities or the construction of improvements by or on behalf of Licensor, Licensee shall bear the entire actual cost of relocating said materials, facilities and improvements.

15.5 Licensor shall not exercise its right to require relocation of Licensee's facilities, materials and improvements in an unreasonable or arbitrary manner, and warrants to Licensee that as of the date of this License, relocation of Licensee's facilities is not expected or anticipated as a result of Licensor's existing plans for the Licensed Property.

16. Permits, Statutes and Codes

16.1 Licensee shall comply with all requirements of all statutes, acts, ordinances, regulations, codes, and standards of legally constituted authorities with jurisdiction, applicable to Licensee's use of the Licensed Property. Licensee shall obtain or cause to be obtained at its expense, all permits, approvals and authorizations required by Licensee's actions pursuant to this License.

16.2 Licensor may, at any time and at no cost or liability to the Licensor, terminate any License if the Licensee fails to comply with all applicable Federal, State, and local laws, regulations, ordinances, or terms and conditions of any License, or to obtain any required permits or authorizations.

17. Licensor's Right to Inspect

17.1 Licensor may enter any part of the Licensed Property at all reasonable times to make

an inspection thereof. During any construction by Licensee, Licensor may inspect all trenching, backfilling and other related construction activity that potentially affects Licensor's facilities, and require conformance with all Licensor's requirements and specifications related thereto.

17.2 Licensee shall release Licensor from any claims for damages arising out of any delay caused by Licensor in permitting or inspecting any work on the Licensed Premises. The provisions of this Section shall survive termination of this License.

18. Service of Notice

All notices, demands and invoices required or permitted by this License shall be in writing and shall be considered to have been properly delivered: (i) if mailed, three (3) business days after deposit in the U.S. mail, postage prepaid, return receipt requested, addressed as follows; (ii) if sent by overnight delivery service, on the next business day after deposit with such service, addressed as follows; (iii) if personally delivered, or (iv) if by email on the date of delivery service to:

Mail:

Notices to Licensor

District Manager
Kennewick Irrigation District
2015 S Ely Street

Notices to Licensee

Attn: Cary Roe, P.E., Public Works Director
City of Kennewick
PO Box 6108
Kennewick, WA 99336-0108

Hand /Certified Delivery:

Notices to Licensor

District Manager
Kennewick Irrigation District
2015 S Ely Street

Notices to Licensee

Attn: Cary Roe, P.E., Public Works Director
City of Kennewick
PO Box 6108
Kennewick, WA 99336-0108

Either party may change its address or the designated person to receive notification hereunder by giving notice of such change in the manner provided above.

19. Waiver

This License may not be modified or any provision waived except by written agreement executed by both Licensor and Licensee. The waiver by either party of any breach or failure to provide full performance under any of the terms and conditions of this License, or the failure of a party to exercise, or any delay in exercising, any rights or remedies provided herein or by law, or the failure of a party to notify the other properly in the event of a breach hereunder shall not be construed as a waiver of any other term of condition herein, or of any subsequent or continuing breach of the same or any other term or condition.

20. Attorney Fees Upon Default

If either party brings or defends any legal action, suit or proceeding based on rights or obligations arising from this License, the successful party shall be entitled to recover reasonable litigation expenses, court costs and reasonable attorneys' fees, as determined by a court, in any such action, suit or proceeding. The foregoing shall not in any way limit or restrict any other right or remedy at law or equity otherwise available to such party.

21. Force Majeure

21.1 If either party is rendered unable, wholly or in part, by force majeure to carry out its obligations under this License, other than the obligation of Licensee to make payments of amounts due hereunder, then the obligations of both Licensee and Licensor, so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall so far as possible be remedied within a reasonable time. The term "force majeure" as used herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, interruptions by government not due to the fault of the parties, civil disturbances, explosions, or unforeseeable action or nonaction by governmental bodies in approving the applications for approvals or permits or any material change in circumstances arising out of legislation, regulation or litigation. Nothing in this Section shall require Licensor to settle a strike.

21.2 Licensor may, at any time and at no cost or liability to the Licensor, terminate this License in the event of a natural disaster, a national emergency, a need arising from security requirements, or an immediate and overriding threat to public health and safety.

22. Entire Agreement; Changes After Execution

This License, including its specified addenda and exhibits, if any, constitutes the entire agreement between the parties, and any amendment hereto must be in writing, signed by both parties.

23. Governing Law, Venue and Waiver of Trial by Jury

23.1 This License shall be interpreted, governed by, and constructed in accordance with the substantive and procedural laws of the State of Washington, without regard to conflicts of law principles. Licensor and Licensee agree that any action, suit, or proceeding arising out of, or in any way connected with this License, shall be initiated and prosecuted in a state or federal court of competent jurisdiction located in Benton County, Washington, and the parties irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or in any way connected with this License.

23.2 Each provision of this License shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this License shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of the License as a whole.

24. Water Damage

Except when the result of the negligent or willful act or omission of Licensor or its directors, officers, employees, agents or assigns, Licensor shall not be liable for any loss sustained by Licensee, its officers, employees, agents or invitees on the Licensed Property because of water damage resulting from any source whatsoever, including, but not limited to, flood, drainage or run-off, irrespective of any prior knowledge by Licensor of the possibility of such flood, drainage or run-off, arising from or in connection with the operation or maintenance of any irrigation district canal or other facility.

25. Approvals

Each party agrees that if any consent or approval shall be required of such party, such consent or approval shall not be unreasonably withheld.

26. Reservation of Remedies

Unless otherwise provided herein, each party shall have available to it, all remedies provided by law or equity.

27. Environmental Compliance and Hazardous Material

- i. "Hazardous Materials" as used herein shall mean any toxic substances or waste, sewage, petroleum products, radioactive substances, medical, heavy metals, corrosive, noxious, acidic, bacteriological or disease-producing substances or any dangerous waste or hazardous waste as defined in Washington Hazardous Waste Management Act as now existing or hereafter amended (RCW Ch. 70.105) or as defined in Resource Conservation and Recovery Act as now existing or hereafter amended (42 U.S.C. Sec. 6901 et seq.); or

- ii. "Hazardous Substance" as used herein shall mean any substance which now or in the future becomes regulated or defined under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination or clean-up, including, but not limited to, the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA") as now existing or hereafter amended (42 U.S.C. Sec. 9601 et seq.) and Washington's Model Toxics Control Act ("MTCA") as now existing or hereafter amended (RCW Ch. 70.105); or
 - iii. Any pollutants, contaminants, or substances posing a danger or threat to public health, safety or welfare, or the environment, which are regulated or controlled as such by any applicable federal, state or local laws, ordinances or regulations as now existing or hereafter amended.
- b. Licensee agrees that Hazardous Substances will not be used, stored, generated, processed, transported, handled, released, or disposed of in, on, or above Licensed Property, except in accordance with all applicable laws.
 - c. Licensee shall, at Licensee's own expense, comply with all federal, state and local laws, ordinances and regulations now or hereafter affecting Licensor's business, property, or any activity or condition on or about Licensor's property, including, without limitation, all laws, ordinances and regulations related to Hazardous Materials and all other environmental laws relating to the improvements on Licensor's property, soil and groundwater, storm water discharges, or the air in and around Licensor's property, as well as such rules as may be formulated by the Licensor ("the Laws"). Licensee warrants that its business and all activities to be conducted or performed in, on, or about Licensor's property shall comply with all the Laws. Licensee agrees to change, reduce, or stop any non-complying activity, or install necessary equipment, safety devices, pollution control systems, or other installations may be necessary at any time during the term of this Agreement to comply with the Laws.
 - d. Licensee shall not cause or permit to occur any violation of the Laws on, under, or about Licensor's property, or arising from Licensee's use or occupancy of Licensor's property, including, but not limited to, soil and water conditions.
 - e. Licensee shall promptly notify Licensor and provide all information regarding any activity of Licensee related to Hazardous Materials on or about Licensor's property that is requested by the Licensor. If Licensee fails to fulfill any duty imposed under this section within a reasonable time, Licensor may do so at the cost of Licensee; and in such case, Licensee shall cooperate with Licensor in order to prepare all documents Licensor deems necessary or appropriate to determine the applicability of the Laws to Licensor's property and Licensee's use thereof, and for all compliance therewith, and Licensee shall execute all documents promptly upon Licensor's request. No such action by Licensor and no attempt made by Licensor to mitigate damages shall constitute a waiver of any Licensee's obligations under this paragraph.
 - f. Licensee shall, at Licensee's own expense, make all submissions to, provide all information

required by, and comply with all requirements of all governmental authorities (“the Authorities”) under the Laws.

- g. Should any Authority demand that a clean-up plan be prepared and that a clean-up be undertaken because of any deposit, spill, discharge or other release of Hazardous Materials that occurs during the term of this Agreement and which arises at any time from Licensee’s use of occupancy of Licensor property, then Licensee shall, at Licensee’s own expense, prepare and submit the required plans and all related bonds and other financial assurances; and Licensee shall carry out all such clean-up plans. Any such plans and clean-up are subject to Licensor’s prior written approval.
- h. If a release of Hazardous Substances occurs in, on, under, or above Licensor property, or other’s property arising out of any action, inaction, or event described or referred to in this document, Licensee shall at its sole expense, promptly take all actions necessary or advisable to clean up the Hazardous Substance. Clean-up actions shall include, without limitation, removal, containment and remedial actions and shall be performed with all applicable laws, rules, ordinances, and permits. Licensee shall be solely responsible for all clean-up, administrative, and enforcement costs of governmental agencies, including natural resource damage claims, arising out of any action, inaction, or event described or referred to in this document.

28. Motor Vehicle Use – Special Conditions

When operating a motor vehicle on the Licensed Property, Licensee must at all times:

- 28.1 Enter onto and exit from the Licensed Property at the point of reasonable access closest to the component of Licensee’s facilities requiring maintenance;
- 28.2 Maintain a speed not to exceed five (5) miles per hour;
- 28.3 Ensure safe and reasonable passage through and around Licensee’s vehicle and other repair facilities to all recreational users of the Licensed Property
- 28.4 Ensure that no site of ongoing maintenance of Licensee’s facilities is left unattended; and,
- 28.5 Refrain from accessing the Licensed Property with a motor vehicle except when necessary to effectuate maintenance of Licensee’s facilities.

29. Illegal Use

Any activity by the Licensee deemed to be illegal on the Licensed Property will be cause for immediate termination of this License.

30. Pest Control

- 30.1 The Licensee shall not permit the use of any pesticides on Licensed Property without

prior written approval by Licensor. The Licensee shall submit to Licensor for approval an Integrated Pest Management Plan (IPMP) thirty (30) days in advance of pesticide application.

30.2 All pesticides used shall be in accordance with the current registration, label direction, or other directives regulating their (State Department of Agricultural, Department of Ecology, OSHA, etc.) and with applicable Licensor policy and directives and standards. Applicators will meet applicable State training or licensing requirements. Records maintenance shall be in accordance with State requirement and such records shall be furnished to Reclamation or Licensor not later than five (5) working days after any application of a pesticide.

30.3 Any equipment, tools, and machines used for pesticide application shall be in good repair and suitable for such use. Equipment shall be calibrated prior to the spraying season and as deemed necessary by Licensor.

30.4 Mixing, disposal, and cleaning shall be done where pesticide residues cannot enter storm drains, sewers, or other non-target areas.

30.5 The Licensee shall initiate any necessary measures for containment and cleanup of pesticide spills. Spills shall be reported to Licensor with full details of the actions taken. Reporting may be within a reasonable time period. A reasonable time period means within twenty-four (24) hours of the spill if it is an emergency or by the first working day if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.

30.6 Aerial application of pesticides is prohibited without the prior written consent by Licensor's designated representative.

30.7 The Licensee agrees to include the provisions contained in paragraphs 30.1 through 30.6 of this Section in any subcontract or third-party contract it may enter into pursuant to this License.

IN WITNESS WHEREOF, the parties hereto have executed this License this ____ day of _____, 20____.

LICENSOR:

KENNEWICK IRRIGATION DISTRICT

By: _____

Its: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

This record was acknowledged before me on this ____ day of _____, 20____,
by _____.

Signature of Notary Public
Notary Public in and for the State of Washington
My Commission Expires _____

EXHIBIT 'A'

LEGAL DESCRIPTION PEDESTRIAN PATHWAY LICENSE AREA

THAT PORTION OF THE NORTH HALF OF SECTION 4, TOWNSHIP 8 NORTH, RANGE 29 EAST OF THE WILLAMETTE MERIDIAN, CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

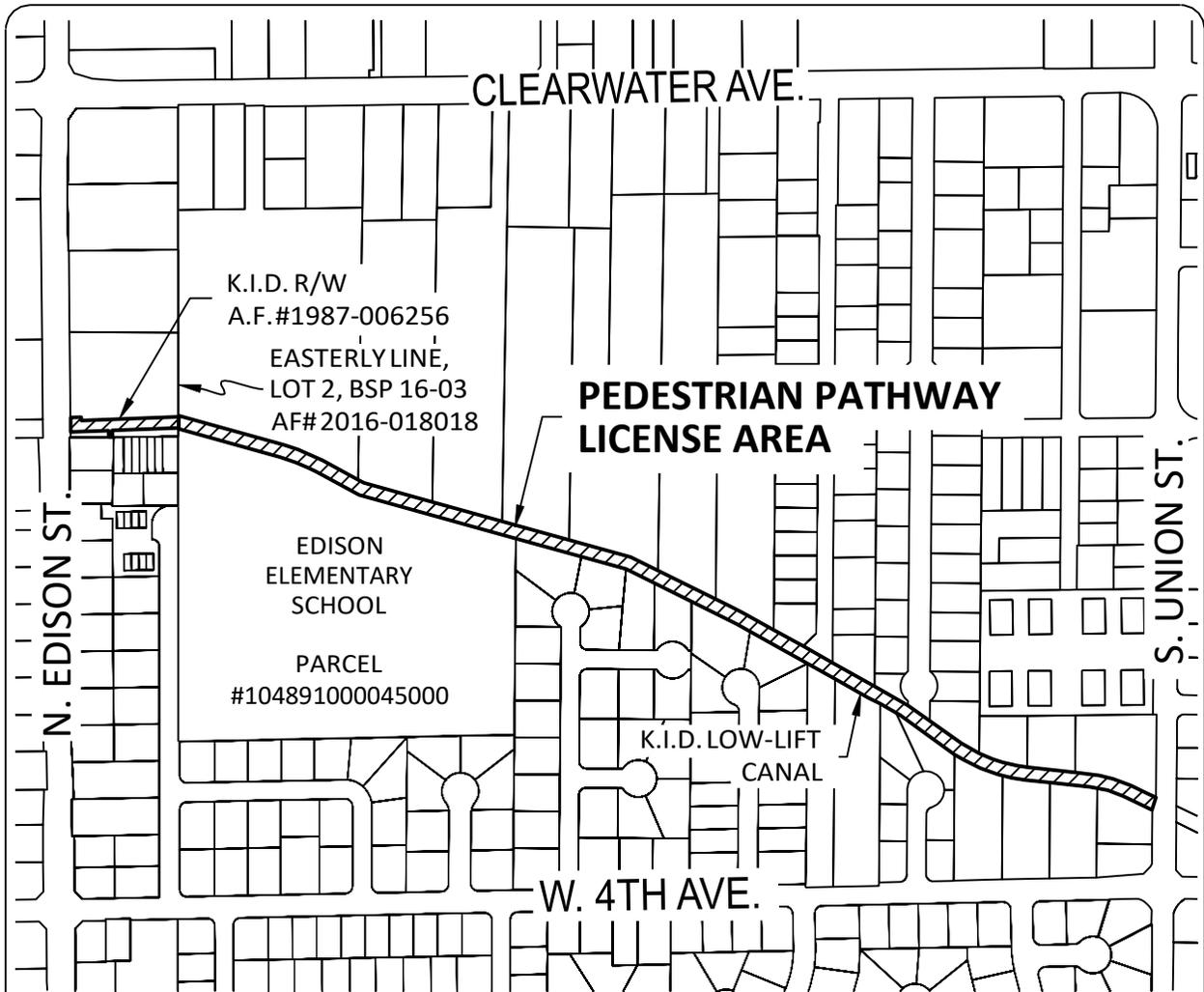
SAID PORTION BEING BOUNDED ON THE WEST BY THE EASTERLY LINE OF LOT 2 OF THAT CERTAIN BINDING SITE PLAN 16-03, AS RECORDED IN VOLUME 1 OF SURVEYS, PAGE 4753, RECORDS OF BENTON COUNTY, WASHINGTON, AND,

BEING BOUNDED ON THE EAST BY THE WESTERLY RIGHT OF WAY LINE OF SOUTH UNION STREET AS IT CURRENTLY EXISTS, AND,

BEING BOUNDED ON THE NORTH BY THE NORTHERLY RIGHT OF WAY LINE OF THE KENNEWICK IRRIGATION DISTRICT LOW-LIFT CANAL AS IT CURRENTLY EXISTS, AND,

BEING BOUNDED ON THE SOUTH BY THE SOUTHERLY RIGHT OF WAY LINE OF SAID CANAL AS IT CURRENTLY EXISTS.

TOGETHER WITH THAT PORTION AS DESCRIBED IN THAT CERTAIN RIGHT OF WAY EASEMENT DEED AS RECORDED UNDER AUDITOR'S FEE NUMBER 1987-006256, RECORDS OF BENTON COUNTY, WASHINGTON.



ABBREVIATIONS

- AF# BENTON COUNTY AUDITOR'S FEE NUMBER
- BSP BINDING SITE PLAN
- K.I.D. KENNEWICK IRRIGATION DISTRICT
- R/W RIGHT OF WAY



NOTE:

THIS EXHIBIT IS TO BE USED SOLELY IN CONJUNCTION WITH THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.



KENNEWICK IRRIGATION DISTRICT	DATE: 7/27/2020
EXHIBIT 'B' PEDESTRIAN PATHWAY LICENSE AREA N 1/2, SEC. 4, T. 8 N., R. 29 E., W.M.	DRN. BY: BRF
	REV: -
	SHEET NO: 1 OF 1

Council Agenda Coversheet



Agenda Item Number	3.e.	Council Date	08/04/2020
Agenda Item Type	Contract/Agreement/Lease		
Subject	2020 Justice Assistance Grant (JAG)		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Police Department		

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

Recommendation

That Council approve the 2020 Justice Assistance Grant (JAG) Interlocal Agreement.

Motion for Consideration

I move to authorize the Mayor to sign the Interlocal Agreement with Benton County for the 2020 Byrne Justice Assistance Grant (JAG) Program Award.

Summary

The Kennewick Police Department is applying for the 2020 Edward Byrne Memorial JAG (Justice Assistance Grant) funding which will be shared with the Benton County Sheriff's Office as we are certified disparate. Kennewick will also be the fiscal agent for this grant, ensure all draw-downs and expenditures are tracked separately from other funding and ensure reporting requirements are met. It is projected that all expenditures will be made within the first year of the grant funding as they are all equipment purchases. The expeditious purchase of these items will prevent any reduction or interruptions in law enforcement services in each community.

The total Justice Assistance Grant award to CITY and COUNTY is \$16,047, which will be split between the Kennewick Police Department (60%) and the Benton County Sheriff's Office (40%), as they are certified disparate, therefore requiring one application and award to be shared between both jurisdictions.

The Kennewick Police Department plans to use the 2020 JAG funding to purchase 3 more in-car computers to finalize upgrading the patrol fleet. This will provide continuity of operations for the entire patrol division.

Alternatives

None

Fiscal Impact

Provides funding to purchase 3 in-car computers. These computers will provide continuity of operations among the entire Kennewick Police Department patrol fleet.

Through	Kim Hathaway Jul 29, 09:19:09 GMT-0700 2020
Dept Head Approval	Ken Hohenberg Jul 29, 09:39:00 GMT-0700 2020
City Mgr Approval	Ken Hohenberg Jul 30, 08:58:28 GMT-0700 2020

Attachments: Agreement

Recording Required?

**THE STATE OF WASHINGTON
COUNTY OF BENTON**

KNOW ALL BY THESE PRESENT

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

2020 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this August 4, 2020, by and between The County of Benton, acting by and through its governing body, the Benton County Commissioners (hereinafter referred to as COUNTY) and the City of Kennewick, acting by and through its governing body, the Kennewick City Council (hereinafter referred to as CITY), both of Benton County, State of Washington, witnesseth:

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

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

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

WHEREAS, the total award to CITY and COUNTY is \$16,047, which will be split between the Kennewick Police Department (60%) and the Benton County Sheriff's Office (40%), as they are certified as disparate, therefore requiring one application and award to be shared between both jurisdictions; and,

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

NOW THEREFORE, the CITY and COUNTY agree as follows:

Section 1.

CITY is the fiscal agent for this grant as only one jurisdiction can make application for the funds. CITY agrees to pay COUNTY a total of \$6,418 of JAG funds from the 2020 award.

Section 2.

COUNTY agrees to use \$6,418 for chemical agent gas masks for deputies.

Section 3.

CITY agrees to use \$9,629 to purchase three in-car computers to finish outfitting the Kennewick Police Department patrol fleet.

Section 4.

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

Section 5.

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

Section 6.

Any party hereto may terminate this Agreement upon one hundred and twenty (120) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the other party's contract representative listed in Section 12 for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Termination of this Agreement by any party shall not affect or diminish authority exercised prior to delivery of required notice of termination.

Section 7.

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

Section 8.

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

Section 9.

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

Section 10.

The term of this Agreement shall be from the date of signing through September 30, 2021.

Section 11.

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

Section 12.

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

Benton County: Sheriff Jerry Hatcher
City of Kennewick: Chief Ken Hohenberg

Section 13.

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

City of Kennewick, Washington

County of Benton, Washington

DON BRITAIN, Mayor Date

Chairman of Benton County Date
Commission

ATTEST:

APPROVED AS TO FORM:

TERRI L. WRIGHT, City Clerk

Deputy Prosecuting Attorney

APPROVED AS TO FORM:
Contract Authorization

LISA BEATON, City Attorney

Council Agenda Coversheet



Agenda Item Number	5.a.	Council Date	08/04/2020
Agenda Item Type	Ordinance		
Subject	Sign Code Amendment		
Ordinance/Reso #	5874	Contract #	
Project #		Permit #	
Department	City Attorney		

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

Recommendation

Staff recommends the City adopt Ordinance 5874 amending KMC 18.24.050(16) Non-Commercial Portable Signs.

Motion for Consideration

I move to adopt Ordinance 5874.

Summary

On February 18, 2020 the City Council Planning and Economic Development Committee reviewed the Non-Commercial Portable Signs provisions found at KMC 18.24.050(16) and recommended that council consider increasing the size allowed for those signs. The PED Committee recommended increasing the maximum size allowed for non-commercial portable signs in commercial zones to accommodate the traditional 4x8 signs used in political campaigns. The PED Committee also recommended council consider provisions clarifying portable sign height and the maximum number of portable signs allowed. On June 23rd council held a workshop to discuss the amendments proposed by the PED Committee. Per the discussion it appeared the majority would like to increase the maximum sign face area per sign to 32 sq. ft. (4x8), the maximum area of all signs per parcel, and the maximum height for signs located on residential zoned property. Similarly, council wanted to increase the maximum sign face area per sign to 32 sq. ft. (4x8), increase the maximum height to six feet, and increase the maximum area of all signs per parcel to 64 sq. ft. for properties zoned commercial. Based upon the council discussion at the workshop a draft code amendment was presented to the Planning Commission and a public hearing was held on July 20, 2020. Other than the staff report, there were no public comments either for or against the proposed code amendment. Upon conclusion of the hearing, the Planning Commission voted 4-2 to recommend council approve the findings, conclusions and adopt Ordinance 5874 amending KMC 18.24.050(16) Non-Commercial Portable Signs.

Alternatives

None

Fiscal Impact

None

Through	Selena Swearingen Jul 23, 11:21:51 GMT-0700 2020
Dept Head Approval	Lisa Beaton Jul 23, 11:50:07 GMT-0700 2020
City Mgr Approval	Ken Hohenberg Jul 30, 08:58:50 GMT-0700 2020

Attachments:

Ordinance-redline PC Staff Report

Recording Required?

CITY OF KENNEWICK
ORDINANCE NO. 5874

AN ORDINANCE RELATING TO SIGN TYPES AND AMENDING SECTION
18.24.050 OF THE KENNEWICK MUNICIPAL CODE

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

Section 1. Section 18.24.050(16) of the Kennewick Municipal Code, be, and the same hereby is,
amended to read as follows:

18.24.050: Regulation by Sign Type.

- (16) Non-Commercial Portable Signs: Non-Commercial Portable signs are subject to the following requirements:
- (a) Non-Commercial Portable signs may be displayed for no longer than 180 consecutive days per calendar year; Non-Commercial Portable signs related to an event may be displayed for no longer than 180 consecutive days per calendar year and must be removed no later than 14 days after the event.
 - (b) Non-Commercial Portable signs are not permitted to be placed on or affixed to any City property but may be allowed in the parking strip portion of the right-of-way in the area between the curb and the sidewalk, provided there is no traffic visibility obstruction and the abutting property owner's permission has been granted;
 - (c) Non-Commercial Portable signs whether in the parking strip described above or on private property located in residential zones are subject to the following limitations:
 - (i) ~~Max height: Three feet;~~Maximum area of the sign face: 32 square feet (i.e. 4ft x 8ft);
 - (ii) ~~Max width: Two feet;~~Maximum sign height as measured per KMC 18.24.020(26); Six feet;
 - (iii) ~~Max area: Four square feet;~~Maximum number of signs per parcel: Unlimited, provided the total area of all portable signs do not exceed 32 square feet;
 - (iv) ~~Max number of signs: Unlimited, provided total area of all signs does not exceed 16 square feet;~~ Must be installed securely in the ground;
 - ~~(v) Must be installed securely in the ground;~~
 - (d) Non-Commercial Portable signs whether in the parking strip described above or on private property located in commercial, industrial and all other zones are subject to the following limitations:
 - (i) ~~Max height: Four feet;~~Maximum area of the sign face: 32 square feet (i.e. 4ft x 8ft);

- (ii) ~~Max width: Three feet;Maximum sign height as measured per KMC 18.24.020(26)~~
- (iii) ~~Max area: Twelve square feet;Maximum number of signs per parcel: Unlimited, provided the total area of all portable signs do not exceed 64 square feet;~~
- (iv) ~~Total number of signs: Unlimited provided the total area of all portable signs does not exceed 32 square feet; Must be installed securely in the ground.~~
- (v) ~~Must be professionally crafted.~~

(Ord. 5874 Sec. 1, 2020, Ord. 5853 Sec. 1, 2020 ; Ord. 5752 Sec. 4, 2018 ; Ord. 5714 Sec. 2, 2017 ; Ord. 5559 Sec. 1, 2014; Ord. 5180 Sec. 1, 2007)

Section 2. This ordinance shall be in full force and effect five days from and after its passage, approval and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 4th day of August, 2020, and signed in authentication of its passage this 4th day of August, 2020.

DON BRITAIN, Mayor

Attest:

ORDINANCE NO. 5874 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington this 5th day of August, 2020.

TERRI L. WRIGHT, City Clerk

Approved as to Form:

LISA BEATON
City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION _____



**STAFF REPORT
SIGN CODE AMENDMENTS
NON-COMMERCIAL PORTABLE SIGNS**

Date: July 14, 2020

To: City of Kennewick Planning Commission

From: City Attorney's Office, Lisa Beaton, City Attorney

BACKGROUND

On February 18, 2020 the Council Planning and Economic Development Committee reviewed the City's sign code, specifically the provisions related to Non-Commercial Portable Signs and the motivation for the changes made in 2018. As the Planning Commission may recall in 2015 the U.S. Supreme Court issued a significant sign code decision in *Reed v. Town of Gilbert*, 135 S.Ct. 2218 (2015). In that case the Court addressed whether the *Town of Gilbert's* sign code regulating portable signs violated the First Amendment because it provided a variety of exemptions depending upon the content/message of the sign – such as “political”, “temporary directional” or “ideological”. The Supreme Court held that a sign regulation which “on its face considers the message on a sign to determine how it will be regulated, is “content based.” A content based regulation is subject to strict scrutiny analysis which is the highest constitutional hurdle. It requires a municipality to show that the content based restrictions further a compelling governmental interest and are narrowly tailored to that end. The Supreme Court's ruling in *Reed v. Town of Gilbert* established a new standard for sign code regulations requiring essentially every municipality in the Country to review and revise their codes to come into compliance. Post *Reed*, cities may regulate non-commercial portable signs using factors like, size, height, location(zoning), use of materials, maximum number, portability, etc. Not all cities in this region have modified their sign codes, this has resulted in confusion regarding size restrictions as they related to what has been traditionally considered political/campaign signs. As a result, several council members have requested the City review these restrictions.

The PED committee reviewed the Non-Commercial Portable Signs provisions found at KMC 18.24.050(16) and recommended that council consider increasing the size allowed for Non-Commercial Portable signs in commercial zones to accommodate the traditional 4X8 signs used in political campaigns. The PED committee also recommended the council consider provisions clarifying sign height as it relates to Non-Commercial Portable Signs. At the June 23rd council workshop, council discussed the proposed amendments. Per the discussion it appeared the majority would like to increase the maximum sign face area per sign to 32 sq. ft. (4x8), the maximum area of all signs per parcel, and the maximum height for signs located on residential zoned property. Similarly, council wants to increase the maximum sign face area per sign to 32 sq. ft. (4x8), increase the maximum height to six feet, and increase the maximum area of all signs per parcel to 64 sq. ft. for properties zoned commercial.

PROPOSAL

KMC 18.24.050: - Regulation by Sign Type.

- (16) Non-Commercial Portable Signs: Non-Commercial Portable signs are subject to the following requirements:
- (a) Non-Commercial Portable signs may be displayed for no longer than 180 consecutive days per calendar year; Non-Commercial Portable signs related to an event may be displayed for no longer than 180 consecutive days per calendar year and must be removed no later than 14 days after the event.
 - (b) Non-Commercial Portable signs are not permitted to be placed on or affixed to any City property but may be allowed in the parking strip portion of the right-of-way in the area between the curb and the sidewalk, provided there is no traffic visibility obstruction and the abutting property owner's permission has been granted;
 - (c) Non-Commercial Portable signs whether in the parking strip described above or on private property located in residential zones are subject to the following limitations:
 - (i) Maximum area of the sign face: **Thirty-two square feet (i.e. 4ft x 8ft)**;
 - (ii) Maximum sign height as measured per KMC 18.24.020(26): **Six feet**;
 - (iii) **Max number of signs per parcel**: Unlimited, provided total area of all signs does not exceed **Thirty-two square feet**;
 - (v) Must be installed securely in the ground;
 - (d) Non-Commercial Portable signs whether in the parking strip described above or on private property located in commercial, industrial and all other zones are subject to the following limitations:
 - (i) Maximum area of the sign face: **Thirty-two square feet (i.e. 4ft x 8ft)**;
 - (ii) Maximum sign height as measured per KMC 18.24.020(26): **Six feet**;
 - (iii) **Max number of signs per parcel**: Unlimited provided the total area of all portable signs does not exceed **Sixty-four square feet**;
 - (v) Must be **installed securely in the ground**.

FINDINGS

1. The proposed revisions to KMC 18.24.050(16) (c) and (d) will increase maximum size and height allowed for non-commercial portable signs in both residential and commercial zones.
2. Proposed revisions have been sent to the Washington State Department of Commerce for review as required under RCW 36.70A.106 on June 18, 2020. Acknowledgement that Kennewick was granted expedited review and met the Growth Management Act notice to state agency requirements in 36.70A.106 was received on July 2, 2020.
3. A Determination of Non-Significance was issued for proposed amendments to KMC 18.24.050(16) (c) and (d). The appeal period will expire on July 27, 2020.
4. Notice of the public hearing on the proposed amendments was published in the Tri-City Herald on July 5, 2020.

CONCLUSION

By adopting the proposed amendments to KMC 18.24.050(16) (c) and (d) as presented, the City's code provisions related to non-commercial portable signs will bring the size restrictions more in line with what is allowed in the neighboring cities while still being consistent with the requirements of the *Reed* decision.

RECOMMENDATION

Staff recommends that the Planning Commission concur with the proposed changes, findings and conclusions and recommend approval to City Council.

EXHIBITS

Proposed amendment to KMC 18.24.050(16) (c) and (d).

Council Agenda Coversheet



Agenda Item Number	5.b.	Council Date	08/04/2020
Agenda Item Type	Ordinance		
Subject	Verizon Small Cell Franchise Agreement		
Ordinance/Reso #	5875	Contract #	
Project #		Permit #	
Department	City Attorney		

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

Recommendation

Staff recommends the City grants a citywide franchise to Cellco Partnership d/b/a Verizon Wireless ("Verizon") for a ten-year term.

Motion for Consideration

I move to adopt Ordinance 5875.

Summary

Ordinance 5875 grants a citywide franchise to Cellco Partnership d/b/a Verizon Wireless ("Verizon") for a ten-year term. The Franchise grants Verizon the right to install small cell facilities within the right of way according to the terms and conditions of the Franchise document. While the primary purpose for the public right of way is travel, as council may recall, secondary uses are also permitted when not inconsistent with the primary object of the right of way. A franchise is a grant of authority by a city to a provider to use the right of way to provide or distribute its services. Franchises are most commonly used to provide utility or telecommunications service. The Franchise in this instance imposes a number of conditions requiring Verizon to install small cell facilities on existing utility poles first before applying to install a new pole. Verizon will be required to separately apply for small cell permits for the installation of its infrastructure. If Verizon intends to use city light poles, they will be required to enter into a license agreement for use of city light poles. The Franchise requires that Verizon comply with the City's design standards found in KMC 4.14. There are additional requirements pertaining to bonding, indemnification and insurance to protect the City against loss related to the installation and maintenance of the small cell facilities. The Franchise requires Verizon to comply with FCC RF emission standards and to provide proof of compliance. The Franchise contains provisions related to remedies to enforce compliance.

Alternatives

None

Fiscal Impact

None

Through	Selena Swearingen Jul 22, 13:26:22 GMT-0700 2020
Dept Head Approval	Lisa Beaton Jul 22, 13:40:47 GMT-0700 2020
City Mgr Approval	Ken Hohenberg Jul 30, 08:59:32 GMT-0700 2020

Attachments:

Recording Required?

CITY OF KENNEWICK
ORDINANCE NO. 5875

AN ORDINANCE OF THE CITY OF KENNEWICK, WASHINGTON, GRANTING TO CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS AND ITS AFFILIATES, SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE, AUTHORITY AND NONEXCLUSIVE FRANCHISE FOR TEN YEARS, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND REPAIR A TELECOMMUNICATIONS NETWORK, IN, ACROSS, OVER, ALONG, UNDER, THROUGH AND BELOW CERTAIN DESIGNATED PUBLIC RIGHTS-OF-WAY OF THE CITY OF KENNEWICK, WASHINGTON

WHEREAS, Cellco Partnership d/b/a Verizon Wireless (the “Franchisee”) has requested that the City Council grant a nonexclusive franchise (this “Franchise”); and

WHEREAS, the City Council has the authority to grant Franchises for the use of its streets and other public properties pursuant to RCW 35A.47.040; NOW, THEREFORE,

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

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Section 1 Franchise Granted.

Section 1.1 Pursuant to RCW 35A.47.040, the City of Kennewick, a Washington municipal corporation (hereinafter the “City”), hereby grants to the Franchisee, its affiliates, heirs, successors, legal representatives and assigns, subject to the terms and conditions hereinafter set forth, a Franchise for a period of ten (10) years, beginning on the effective date of this ordinance, set forth in Section 39 herein.

Section 1.2 This Franchise ordinance grants Franchisee the right, privilege, and authority to construct, operate, maintain, replace, relocate, repair, upgrade, remove, excavate, acquire, restore, and use the Small Cell Facilities, as defined in Section 2, for its telecommunications network, in, under, on, across, over, through, along or below the public Rights-of-Ways located in the City of Kennewick, as approved pursuant to City codes and permits issued pursuant to this Franchise. Public “Rights-of-Way” means land acquired or dedicated for public roads and streets, but does not include: WSDOT managed state highways; land dedicated for roads, streets, and highways not opened and not improved for motor vehicle use by the public; federally granted trust lands or forest board trust lands; lands owned or managed by the state parks and recreation commission; or federally granted railroad rights-of-way acquired under 43 U.S.C. Sec. 912 and related provisions of federal law that are not open for motor vehicle use. Rights-of-Way for the purpose of this Franchise do not include: buildings, other City-owned physical facilities, parks, poles, conduits, fixtures, real property or property rights owned by the City, or similar facilities or property owned by or leased to the City. Franchisee is required to obtain a lease or similar agreement for the usage of any City or third party owned poles, conduit, fixtures, or structures.

Section 2 Authority Limited to Occupation of Public Rights-of-Way for Services.

Section 2.1 The authority granted herein is a limited authorization to occupy and use the Rights-of-Way throughout the City (the “Franchise Area”). The Franchisee is authorized to place its Facilities in the Rights-of-Way only consistent with this Franchise, the Kennewick Zoning Code, the Comprehensive Plan, the Standard Specifications & Details and the Kennewick Municipal Code (collectively the “Codes”). Nothing contained herein shall be construed to grant or convey any right, title, or interest in the Rights-of-Way of the City to the Franchisee other than for the purpose of providing telecommunications services. Franchisee hereby warrants that it expects to provide the following services within the City: small cell network consisting of a collection of interrelated Small Cell Facilities designed to deliver personal wireless services (the “Services”).

Section 2.2 As used herein, “Small Cell Facilities” or “Facilities” means small cell facilities as defined in 47 CFR Section 1.6002, as may be amended. Small Cell Facilities shall also include all necessary cables, transmitters, receivers, equipment boxes, backup power supplies, power transfer switches, electric meters, coaxial cables, wires, conduits, ducts, pedestals, antennas, electronics, and other necessary or convenient appurtenances used for the specific wireless communications facility. Equipment enclosures with equipment generating noise that exceeds the noise limits allowed in the Codes or associated permit are excluded from “Small Cell Facilities.” Services do not include those personal wireless services and associated facilities that fall outside of the definition of Small Cell Facilities (i.e. macro facilities).

Section 2.3 This Franchise does not grant Franchisee the right to install and operate wires and facilities to provide wireline backhaul, wireline broadband transmission services, or any other wire-based services, whether provided by a third-party provider, Franchisee, or a corporate affiliate of Franchisee. Any entity that provides such wireline broadband transmission services must have an independent franchise to use the Rights-of-Way outside of this Franchise. Further, this Franchise does not grant the right to offer a Cable System or Cable Services as those terms are defined in 47 U.S.C. § 522(6).

Section 2.4 No right to install any facility, infrastructure, wires, lines, cables, or other equipment, on any City property other than a Right-of-Way, or upon private property without the owner's consent, or upon any City, public, or privately-owned poles or conduits is granted herein. Nothing contained within this Franchise shall be construed to grant or convey any right, title, or interest in the Rights-of-Way of the City to Franchisee other than for the purpose of providing the Services, or to subordinate the primary use of the Right-of-Way as a public thoroughfare. If Franchisee desires to expand the Services provided within the City, it shall request a written amendment to this Franchise. If Franchisee desires to use City owned property, or to site new structures within the Rights-of-Way, it shall enter into a separate lease, site specific agreement, or license agreement with the City.

Section 2.5 Franchisee shall have the right, without prior City approval, to offer or provide capacity or bandwidth to its customers consistent with this Franchise provided:

- (a) Franchisee at all times retains exclusive control over its telecommunications system, Facilities and Services and remains responsible for constructing, installing, and maintaining its Facilities pursuant to the terms and conditions of this Franchise;
- (b) Franchisee may not grant rights to any customer or lessee that are greater than any rights Franchisee has pursuant to this Franchise;
- (c) Such customer or lessee shall not be construed to be a third-party beneficiary under this Franchise; and
- (d) No such customer or lessee may use the telecommunications system or Services for any purpose not authorized by this Franchise, nor to sell or offer for sale any service to the citizens of the City without all required business licenses, franchise or other form of state wide approval.

Section 3 Non-Exclusive Franchise Grant. This Franchise is a non-exclusive franchise and is granted upon the express condition that it shall not in any manner prevent the City from granting other or further franchises in, along, over, through, under, below, or across any said Rights-of-Way. This Franchise shall in no way prevent or prohibit the City from using any of said roads, streets, or other public properties or affect its jurisdiction over them or any part of them, and the City shall retain power to make all necessary changes, relocations, repairs, maintenance, establishment, improvement, dedication of same as the City may deem fit, including the dedication, establishment, maintenance, and improvement of all new Rights-of-Way, thoroughfares and other public properties of every type and description.

Section 4 Location of Telecommunications Network Facilities.

Section 4.1 Franchisee may locate its Facilities anywhere within the Franchise Area consistent with and subject to the City's Standard Specifications & Details and subject to the City's applicable Code requirements in effect at the time of the specific Facility application. Franchisee shall not be required to amend this Franchise to construct or acquire Facilities within the Franchise Area, provided that Franchisee does not expand its Services beyond those described in Section 2.

Section 4.2 To the extent that any Rights-of-Way within the Franchise Area are part of the state highway system ("State Highways"), are considered managed access by the City and are governed by the provisions of Chapter 47.24 RCW and applicable Washington State Department of Transportation (WSDOT) regulations, Franchisee shall comply fully with said requirements in addition to local ordinances and other applicable regulations. Without limitation of the foregoing, Franchisee specifically agrees that:

- (a) Any pavement trenching, and restoration performed by Franchisee within State Highways shall meet or exceed applicable WSDOT requirements;
- (b) Any portion of a State Highway damaged or injured by Franchisee shall be restored, repaired and/or replaced by Franchisee to a condition that meets or exceeds applicable WSDOT requirements; and
- (c) Without prejudice to any right or privilege of the City, WSDOT is authorized to enforce in an action brought in the name of the State of Washington any condition of this Franchise with respect to any portion of a State Highway.

Section 5 Relocation of Telecommunications Network Facilities.

Section 5.1 Relocation Requirement. The City may require Franchisee, and Franchisee covenants and agrees, to protect, support, relocate, remove and/or temporarily disconnect its Facilities within the Right-of-Way when reasonably necessary for construction, alteration, repair, or improvement of the Right-of-Way for purposes of and for public welfare, health, or safety or traffic conditions, dedications of new Rights-of-Way and the establishment and improvement thereof, widening and improvement of existing Rights-of-Way, street vacations, freeway construction, change or establishment of street grade, or the construction of any public improvement or structure by any governmental agency acting in a governmental capacity or as otherwise necessary for the operations of the City or other governmental entity, provided that Franchisee shall have the privilege to temporarily bypass in the authorized portion of the same Rights-of-Way upon approval by the City, which approval shall not unreasonably be withheld or delayed, any Facilities required to be temporarily disconnected or removed. For the avoidance of doubt, such projects shall include any Right-of-Way improvement project, even if the project entails, in part, related work funded and/or performed by or for a third party, provided that such work is performed for the public benefit, but shall not include, without limitation, any other improvements or repairs undertaken by or for the primary benefit of third party private entities. Collectively all such projects described in this Section 5.1 shall be considered a "Public Project". Except as otherwise provided by law, the costs and expenses associated with relocations or disconnections ordered pursuant to this Section 5.1 shall be borne by Franchisee. Franchisee shall complete the relocation of its Facilities at no charge or expense to the City.

Section 5.2 Relocation - Third Party Structures. If the request for relocation from the City originates due to a Public Project, in which structures or poles are either replaced or removed, then Franchisee shall relocate or remove its Facilities as required by the City, and at no cost to the City, subject to the procedure in Section 5.5. Franchisee acknowledges and agrees that the placement of Small Cell Facilities on third party-owned structures does not convey an ownership interest in such structures. Franchisee acknowledges and agrees, that to the extent Franchisee's Small Cell Facilities are on poles owned by third parties, the City shall not be responsible for any costs associated with requests arising out of a Public Project.

Section 5.3 Relocation - Franchisee Owned Structures. The cost of relocation of any Franchisee owned poles or structures shall be determined in accordance with the requirements of RCW 35.99.060(3)(b), provided, however, that the Franchisee may opt to pay for the cost of relocating its Small Cell Facilities in order to provide consideration for the City's approval to site a Small Cell Facility on Franchisee owned structures or poles in a portion of the Right of Way designated or proposed for a Public Project. For this Section 5.3, designation of the Right of Way for a Public Project shall be undertaken in the City's Comprehensive Plan in accordance with the requirements of Ch. 36.70A RCW. The Comprehensive Plan includes, but is not limited to, the Transportation element or Transportation Improvement Plan (TIP), Capital Facilities element, utilities element and any other element authorized by RCW 36.70A.070 and RCW 36.70A.080. The parties acknowledge that this provision is mutually beneficial to the parties, as the City may otherwise deny the placement of the Small Cell Facility at a particular site because of the cost impact of such relocation and the conflict with the City's Comprehensive Plan.

Section 5.4 Locate. Upon request of the City, or of a third-party performing work in the Right-of-Way and in order to facilitate the design of City street and Right-of-Way improvements, Franchisee agrees, at its sole cost and expense, to locate, and, if reasonably determined necessary by the City, to excavate and expose its Facilities for inspection so that the Facilities' location may be taken into account in the improvement design. The decision as to whether any Facilities need to be relocated in order to accommodate the Public Projects shall be made by the City upon review of the location and construction of Franchisee's Facilities. The City shall provide Franchisee at least fourteen (14) days' written notice prior to any excavation or exposure of Facilities.

Section 5.5 Notice and Relocation Process. If the City determines that the project necessitates the relocation of Franchisee's existing Facilities, the City shall provide Franchisee in writing with a date by which the relocation shall be completed (the "Relocation Date") consistent with RCW 35.99.060(2). In calculating the Relocation Date, the City shall consult with Franchisee and consider the extent of facilities to be relocated, the services requirements, and the construction sequence for the relocation, within the City's overall project construction sequence and constraints, to safely complete the relocation. Franchisee shall complete the relocation by the Relocation Date, unless the City or a reviewing court establishes a later date for completion, as described in RCW 35.99.060(2). To provide guidance on this notice process, the City will make reasonable efforts to engage in the following recommended process, absent an emergency posing a threat to public safety or welfare or an emergency beyond the control of the City that will result in severe financial consequences to the City:

- (a) The City will consult with the Franchisee in the predesign phase of any Public Project in order to coordinate the project's design with Franchisee's Facilities within such project's area.

- (b) Franchisee shall participate in predesign meetings until such time as (i) both parties mutually determine that Franchisee's Facilities will not be affected by the Public Project, or (ii) until the City provides Franchisee with written notice regarding the relocation as provided in subsection (d) below.
- (c) Franchisee shall, during the predesign phase evaluate and provide comments to the City related to any alternatives to possible relocations. The City will give any alternatives proposed by the Franchisee full and fair consideration, but the final decision accepting or rejecting any specific alternative shall be within the City's sole discretion.
- (d) The City will provide Franchisee with its decision regarding the relocation of Franchisee's Facilities as soon as reasonably possible, endeavoring to provide no less than ninety (90) days prior to the commencement of the construction of such Public Project; provided, however that in the event that the provisions of a state or federal grant require a different notification period or process than that outlined in Section 5.5, the City will notify the Franchisee during the predesign meetings and the process mandated by the grant funding will control.
- (e) After receipt of such written notice, Franchisee shall relocate such Facilities to accommodate the Public Project consistent with the timeline provided by the City and at no charge or expense to the City. Such timeline may be extended by a mutual agreement.
- (f) In the event of an emergency posing a threat to public safety or welfare, or in the event of an emergency beyond the control of the City which will result in severe financial consequences to the City, that necessitates the relocation of Franchisee's Facilities, Franchisee shall relocate its Facilities within the time period specified by the City.

Section 5.6 Alternative Arrangements. The provisions of this Section 5 shall in no manner preclude or restrict Franchisee from making any arrangements it may deem appropriate when responding to a request for relocation of its Facilities by any person or entity other than the City, where the facilities to be constructed by said person or entity are not or will not become City-owned, operated, or maintained facilities, provided that such arrangements do not unduly delay a City construction project.

Section 5.7 Contractor Delay Claims. Franchisee shall be solely responsible for the actual costs incurred by the City for delays in a Public Project to the extent the delay is caused by or arises out of Franchisee's failure to comply with the final schedule for the relocation (other than as a result of a Force Majeure Event, as defined in Section 38.8 below, or causes or conditions caused by the acts or omissions of the City or any third party unrelated to Franchisee. Franchisee vendors and contractors shall not be considered unrelated third parties). Such costs may include, but are not limited to, payment to the City's contractors and/or consultants for increased costs and associated court costs, interest, and attorney fees incurred by the City to the extent directly attributable to such Franchisee's caused delay in the Public Project.

Section 5.8 Indemnification. Franchisee will indemnify, hold harmless, and pay the costs of defending the City, in accordance with the provisions of Section 16, against any and all claims, suits, actions, damages, or liabilities for delays on City construction projects caused by or arising out of the failure of Franchisee to remove or relocate its Facilities as provided in this Section 5;

provided, that Franchisee shall not be responsible for damages due to delays caused by circumstances beyond the control of Franchisee or the sole negligence, willful misconduct, or unreasonable delay of the City or any unrelated third party.

Section 5.9 City's Costs. If Franchisee fails, neglects, or refuses to remove or relocate its Facilities as directed by the City following the procedures outlined in Section 5.1 through Section 5.5 then upon at least ten (10) days written notice to Franchisee, the City may perform such work, including removal or cause it to be done, and the City's costs shall be paid by Franchisee pursuant to Section 14.3 and Section 14.4, and the City shall not be responsible for any damage to the Facilities.

Section 5.10 Survival. The provisions of this Section 5 shall survive the expiration or termination of this Franchise during such time as Franchisee continues to have Facilities in the Rights-of-Way.

Section 6 Undergrounding of Facilities.

Section 6.1 Franchisee shall not be permitted to erect poles, unless permitted by the City pursuant to Section 15.3 and the Codes. Franchisee acknowledges and agrees that if the City allows the placement of Small Cell Facilities above ground the City may, at any time in the future, require the conversion of Franchisee's aerial facilities to an underground installation or relocated at Franchisee's expense if the existing poles on which Franchisee's Facilities are located are designated for removal due to a Public Project as described in Section 5. This Franchise does not place an affirmative obligation on the City to allow the relocation of such Facilities on public property or in the Rights-of-Way, nor does it relieve Franchisee from any Code provision related to the siting of wireless facilities.

Section 6.2 Franchisee shall not be required to underground any portion of the Facility that must for technological reasons remain above-ground to operate. If the City requires undergrounding of wirelines (either telecommunications or electrical) and allows Franchisee's Facilities to remain above ground, then Franchisee shall cooperate with the City and modify the affected Facilities to incorporate the placement of wireline services underground and internal to the pole if the replacement pole is hollow (for example electrical and fiber) or otherwise consistent with a design plan agreed to between the City and Franchisee, at no cost to the City.

Section 6.3 Franchisee shall not remove any underground Facilities that require trenching or other opening of the Rights-of-Way, except as provided in this Section 6.3. Franchisee may remove any underground Facilities from the Right-of-Way that have been installed in such a manner that it can be removed without trenching or other opening of the Right-of-Way, or if otherwise permitted by the City. When the City determines, in the City's reasonable discretion, that Franchisee's underground Facilities must be removed in order to eliminate or prevent a hazardous condition, Franchisee shall remove such Facilities at Franchisee's sole cost and expense. Franchisee must apply and receive a permit, pursuant to Section 8.2, prior to any such removal of underground Facilities from the Right-of-Way and must provide as-built plans and maps pursuant to Section 7.1.

Section 6.4 The provisions of this Section 6 shall survive the expiration, revocation, or termination of this Franchise. Nothing in this Section 6 shall be construed as requiring the City to pay any costs of undergrounding any of the Franchisee's Facilities.

Section 7 Maps and Records.

Section 7.1 Following any construction, excluding modifications that meet the same or substantially similar dimensions of the Small Cell Facility, Franchisee shall provide the City with accurate copies of as-built plans and maps prepared by Franchisee's design and installation contractors for all existing Small Cell Facilities in the Franchise Area. These plans and maps shall be provided at no cost to the City and shall include hard copies and digital files in Autocad or other industry standard readable formats that are acceptable to the City and delivered electronically. Further, Franchisee shall provide such maps within thirty (30) days following a request from the City. Franchisee shall warrant the accuracy of all plans, maps, and as-builts provided to the City.

Section 7.2 Within thirty (30) days of a written request from the City Engineer, the Franchisee shall furnish the City with information sufficient to reasonably demonstrate that the Franchisee has complied with all applicable requirements of this Franchise.

Section 7.3 All books, records, maps, and other documents maintained by Franchisee with respect to its Facilities within the Rights-of-Way shall be made available for inspection by the City at reasonable times and intervals; provided, however, that nothing in this Section 7.3 shall be construed to require Franchisee to violate state or federal law regarding customer privacy, nor shall this Section 7.3 be construed to require Franchisee to disclose proprietary or confidential information without adequate safeguards for its confidential or proprietary nature. Unless otherwise permitted or required by State or federal law, nothing in this Section 7.3 shall be construed as permission to withhold relevant customer data from the City that the City requests in conjunction with a tax audit or review; provided, however, Franchisee may redact identifying information including but not limited to names, street addresses (excluding City and zip code), Social Security Numbers, or Employer Identification Numbers related to any confidentiality agreements Franchisee has with third parties.

Section 7.4 Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature; provided, however, Franchisee shall disclose such information to comply with a utility tax audit. Franchisee shall be responsible for clearly and conspicuously identifying the work as confidential or proprietary and shall provide a brief written explanation as to why such information is confidential and how it may be treated as such under State or federal law. In the event that the City receives a public records request under Chapter 42.56 RCW or similar law for the disclosure of information Franchisee has designated as confidential, trade secret, or proprietary, the City shall promptly provide written notice of such disclosure so that Franchisee can take appropriate steps to protect its interests.

Section 7.5 Nothing in Section 7.3 or Section 7.4 prohibits the City from complying with Chapter 42.56 RCW or any other applicable law or court order requiring the release of public records, and the City shall not be liable to Franchisee for compliance with any law or court order requiring the release of public records. The City shall comply with any injunction or court order obtained by Franchisee that prohibits the disclosure of any such confidential records; however, in

the event a higher court overturns such injunction or court order and such higher court action is or has become final and non-appealable, Franchisee shall reimburse the City for any fines or penalties imposed for failure to disclose such records as required hereunder within sixty (60) days of a request from the City.

Section 8 Work in the Rights-of-Way.

Section 8.1 During any period of relocation, construction or maintenance, all work performed by Franchisee or its contractors shall be accomplished in a safe and workmanlike manner, so to minimize interference with the free passage of traffic and the free use of adjoining property, whether public or private. Franchisee shall at all times post and maintain proper barricades, flags, flaggers, lights, flares and other measures as required for the safety of all members of the general public and comply with all applicable safety regulations during such period of construction as required by the ordinances of the City or the laws of the State of Washington, including RCW 39.04.180 for the construction of trench safety systems. The provisions of this Section 8 shall survive the expiration or termination of this Franchise_ and during such time as Franchisee continues to have Facilities in the Rights of Way.

Section 8.2 Whenever Franchisee shall commence work in any Rights-of-Way for the purpose of excavation, installation, construction, repair, maintenance, or relocation of its Facilities, it shall apply to the City for a permit to do so and, in addition, shall give the City at least ten (10) working days prior notice (except in the case of an emergency) of its intent to commence work in the Rights-of-Way. During the progress of the work, the Franchisee shall not unnecessarily obstruct the passage or proper use of the Rights-of-Way, and all work by the Franchisee in the area shall be performed in accordance with applicable City standards and specifications and warranted for a period of two (2) years. In no case shall any work commence within any Rights-of-Way without a permit, except as otherwise provided in this Franchise.

Section 8.3 The City reserves the right to limit or exclude Franchisee's access to a specific route, public Right-of-Way or other location when, in the judgment of the Public Works Director there is inadequate space (including but not limited to compliance with ADA clearance requirements and maintaining a clear and safe passage through the Rights-of-Way), a pavement cutting moratorium, unnecessary damage to public property, public expense, inconvenience, interference with City utilities, or for any other reason determined by the Public Works Director.

Section 8.4 If the Franchisee shall at any time plan to make excavations in any area covered by this Franchise, the Franchisee shall afford the City, upon receipt of a written request to do so, an opportunity to share such excavation, PROVIDED THAT:

- (a) Such joint use shall not unreasonably delay the work of the Franchisee causing the excavation to be made;
- (b) Such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties; and
- (c) To the extent reasonably possible, Franchisee, at the direction of the City, shall cooperate with the City and provide other private utility companies with the opportunity to utilize joint or shared excavations in order to minimize

disruption and damage to the Right-of-Way, as well as to minimize traffic-related impacts.

- (d) Franchisee may only charge the incremental costs to the City of installing facilities supplied by the City in such joint or shared excavations.

Section 8.5 Franchisee shall comply with all notice requirements of intended construction that the applicable permit may require that Franchisee provide to entities or persons adjacent to the affected area. Such notice shall contain the information required under the permit, which may include the dates, contact number, nature and location of the work to be performed. Following performance of the work, Franchisee shall restore the Right-of-Way to City standards in effect at the time of construction except for any change in condition not caused by Franchisee. Any disturbance of landscaping, fencing, or other improvements on private property caused by Franchisee's work shall, at the sole expense of Franchisee, be promptly repaired and restored to the reasonable satisfaction of the property owner/resident. Notwithstanding the above, nothing herein shall give Franchisee the right to enter onto private property without the permission of such private property owner, or as otherwise authorized by applicable law.

Section 8.6 Franchisee may trim trees upon and overhanging on public ways, streets, alleys, sidewalks, and other public places of the City so as to prevent the branches of such trees from coming in contact with Franchisee's Facilities. The right to trim trees in this Section 8.6 shall only apply to the extent necessary to protect above ground Facilities. Franchisee shall ensure that its tree trimming activities protect the appearance, integrity, and health of the trees to the extent reasonably possible. Franchisee shall be responsible for all debris removal from such activities. All trimming, except in emergency situations, is to be done after the explicit prior written notification and approval of the City and at the expense of Franchisee. Franchisee may contract for such services, however, any firm or individual so retained must first receive City permit approval prior to commencing such trimming. Nothing herein grants Franchisee any authority to act on behalf of the City, to enter upon any private property, or to trim any tree or natural growth encroaching into the Public Rights-of-Way. Franchisee shall be solely responsible and liable for any damage to any third parties' trees or natural growth caused by Franchisee's actions. Franchisee shall indemnify, defend and hold harmless the City from third-party claims of any nature arising out of any act or negligence of Franchisee with regard to tree and/or natural growth trimming, damage, and/or removal. Franchisee shall reasonably compensate the City or the property owner for any damage caused by trimming, damage, or removal by Franchisee. Except in an emergency situation, all tree trimming must be performed under the direction of an arborist certified by the International Society of Arboriculture, and in a manner consistent with the most recent issue of "Standards of Pruning for Certified Arborists" as developed by the International Society of Arboriculture or its industry accepted equivalent (ANSI A300), unless otherwise approved by the City Engineer or his/her designee.

Section 8.7 Franchisee shall meet with the City and other franchise holders and users of the Rights-of-Way upon written notice to schedule and coordinate construction in the Rights-of-Way. All construction locations, activities, and schedules shall be coordinated, as ordered by the City to minimize public inconvenience, disruption or damages.

Section 8.8 Franchisee shall inform the City with at least thirty (30) days' advance written notice that it is constructing, relocating, or placing ducts or conduits in the Rights-of-Way and provide the City with an opportunity to request that Franchisee provide the City with additional duct or conduit and related structures necessary to access the conduit pursuant to RCW 35.99.070.

Section 8.9 Franchisee shall maintain all above ground improvements that it places on City Rights-of-Way pursuant to this Franchise. In order to avoid interference with the City's ability to maintain the Right-of-Way, Franchisee shall provide a clear zone to meet the Public Works Engineering and Construction Standards. If Franchisee fails to comply with this provision, and by its failure, property is damaged, then Franchisee shall be responsible for all damages caused thereby, including restoration.

Section 9 One Call Locator Service. Prior to doing any work in the Rights-of-Way, the Franchisee shall follow established procedures, including contacting the Utility Notification Center in Washington and comply with all applicable State statutes regarding the One Call Locator Service pursuant to Chapter 19.122 RCW. Further, upon request, by the City or a third party, Franchisee shall locate its Facilities consistent with the requirements of Chapter 19.122 RCW. The City shall not be liable for any damages to Franchisee's Facilities or for interruptions in service to Franchisee's customers that are a direct result of Franchisee's failure to locate its Facilities within the prescribed time limits and guidelines established by the One Call Locator Service regardless of whether the City issued a permit.

Section 10 Safety Requirements.

Section 10.1 Franchisee shall, at all times, employ professional care and shall install and maintain and use industry-standard methods for preventing failures and accidents that are likely to cause damage, injuries, or nuisances to the public. All structures and all lines, equipment, and connections in, over, under, and upon the Rights-of-Ways, wherever situated or located, shall at all times be kept and maintained in a safe condition. Franchisee shall comply with all federal, State, and City safety requirements, rules, regulations, laws, and practices, and employ all necessary devices as required by applicable law during the construction, operation, maintenance, upgrade, repair, or removal of its Facilities. Additionally, Franchisee shall keep its Facilities free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or any interference with City services. By way of illustration and not limitation, Franchisee shall also comply with the applicable provisions of the National Electric Code, National Electrical Safety Code, FCC regulations, and Occupational Safety and Health Administration (OSHA) Standards. Upon reasonable notice to Franchisee, the City reserves the general right to inspect the Facilities to evaluate if they are constructed and maintained in a safe condition.

Section 10.2 If an unsafe condition or a violation of Section 10.1 is found to exist, and becomes known to the City, the City agrees to give Franchisee written notice of such condition and afford Franchisee a reasonable opportunity to repair the same. If Franchisee fails to start to make the necessary repairs and alterations within the time frame specified in such notice (and pursue such cure to completion), then the City may make such repairs or contract for them to be made. All costs, including administrative costs, incurred by the City in repairing any unsafe

conditions shall be borne by Franchisee and reimbursed to the City pursuant to Section 14.3 and Section 14.4.

Section 10.3 Additional standards include:

- (a) Franchisee shall endeavor to maintain all equipment lines and facilities in an orderly manner, including, but not limited to, the removal of all bundles of unused cable on any aerial facilities and the placement of any cables connecting equipment in an orderly manner.
- (b) All installations of equipment, lines, and ancillary facilities shall be installed in accordance with industry-standard engineering practices and shall comply with all federal, State, and local regulations, ordinances, and laws.
- (c) Any opening or obstruction in the Rights-of-Way or other public places made by Franchisee in the course of its operations shall be protected by Franchisee at all times by the placement of adequate barriers, fences, or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly marked and visible.

Section 10.4 Stop Work Order. On notice from the City that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the City, or in violation of the terms of any applicable permit, laws, regulations, ordinances, or standards, the work may immediately be stopped by the City. The stop work order shall:

- (a) Be in writing;
- (b) Be given to the person doing the work or posted on the work site;
- (c) Be sent to Franchisee by overnight delivery;
- (d) Indicate the nature of the alleged violation or unsafe condition; and
- (e) Establish conditions under which work may be resumed.

Section 11 Work of Contractors and Subcontractors. Franchisee's contractors and subcontractors shall be licensed and bonded in accordance with State law and the City's ordinances, regulations, and requirements. Work by contractors and subcontractors are subject to the same restrictions, limitations, and conditions as if the work were performed by Franchisee. Franchisee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by Franchisee and shall ensure that all such work is performed in compliance with this Franchise and applicable law.

Section 12 Restoration after Construction.

Section 12.1 Franchisee shall, promptly after installation, construction, relocation, maintenance, or repair of its Facilities, or after abandonment approved pursuant to Section 18, promptly remove any obstructions from the Rights-of-Way and restore the surface of the Rights-of-Way as required by the City's Standard Specifications & Details. The Public Works Director or his/her designee shall have final approval of the condition of such Rights-of-Way after restoration. All concrete encased survey monuments that have been disturbed or displaced by such work shall be restored pursuant to federal, state (such as Chapter 332-120 WAC), and local standards and specifications.

Section 12.2 Franchisee agrees to promptly complete all restoration work and to promptly repair any damage caused by work to the Franchise Area or other affected area at its sole cost and expense and according to the time and terms specified in the construction permit issued by the City. All work by Franchisee pursuant to this Franchise shall be performed in accordance with applicable City standards and warranted for a period of two (2) years and for undiscovered defects as is standard and customary for this type of work.

Section 12.3 If conditions (e.g. weather) make the complete restoration required under this Section 12 impracticable, Franchisee shall temporarily restore the affected Right-of-Way or property. Such temporary restoration shall be at Franchisee's sole cost and expense. Franchisee shall promptly undertake and complete the required permanent restoration when conditions no longer make such permanent restoration impracticable.

Section 12.4 In the event Franchisee does not repair or restore a Right-of-Way as required under this Section 12 or an improvement in or to a Right-of-Way, then upon fifteen (15) days' notice to Franchisee, the City may repair the damage and shall be reimbursed its actual cost within sixty (60) days of submitting an invoice to Franchisee in accordance with the provisions of Section 14.3 and Section 14.4. In addition, and pursuant to Section 14.3 and Section 14.4, the City may bill Franchisee for expenses associated with the inspection of such restoration work. The failure by Franchisee to complete such repairs shall be considered a breach of this Franchise and is subject to remedies by the City including the imposition of damages consistent with Section 20.

Section 12.5 The provisions of this Section 12 shall survive the expiration or termination of this Franchise so long as Franchisee continues to have Facilities in the Rights-of-Way and has not completed all restoration to the City's standards.

Section 13 Emergency Work/Dangerous Conditions.

Section 13.1 In the event of any emergency in which any of Franchisee's Facilities located in the Rights-of-Way breaks, falls, becomes damaged, or is otherwise in such a condition as to immediately endanger the property, life, health, or safety of any person, entity or the City, Franchisee shall immediately take the proper emergency measures to repair its Facilities in order to cure or remedy the dangerous conditions for the protection of property, life, health, or safety of any person, entity or the City without first applying for and obtaining a permit as required by this Franchise. However, this shall not relieve Franchisee from the requirement of obtaining any permits necessary for this purpose, and Franchisee shall apply for all such permits not later than the next succeeding day during which the Kennewick City Hall is open for business. The City retains the right and privilege to cut, move, or remove any Facilities located within the Rights-of-Way of the City, as the City may determine to be necessary, appropriate, or useful in response to any public health or safety emergency.

Section 13.2 The City shall not be liable for any damage to or loss of Facilities within the Rights-of-Way as a result of or in connection with any public works, public improvements, construction, grading, excavation, filling, or work of any kind in the Rights-of-Way by or on behalf of the City, except to the extent directly and proximately caused by the sole negligence, intentional misconduct, or criminal actions of the City, its employees, contractors, or agents. The City shall further not be liable to Franchisee for any direct, indirect, or any other such damages suffered by

any person or entity of any type as a direct or indirect result of the City's actions under this Section 13 except to the extent caused by the sole negligence, intentional misconduct, or criminal actions of the City, its employees, contractors, or agents.

Section 13.3 Whenever the construction, installation, or excavation of Facilities authorized by this Franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining street or public place, or endangers the public, an adjoining public place, street, electrical or telecommunications utilities or City property, the Public Works Director may direct Franchisee, at Franchisee's own expense, to take reasonable action to protect the public or such property and such action may include compliance within a prescribed time. In the event that Franchisee fails or refuses to promptly take the actions directed by the City, or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, before the City can timely contact Franchisee to request Franchisee effect the immediate repair, the City may access the Facilities and take such reasonable actions as are necessary to protect the public, the adjacent streets, or street utilities, or to maintain the lateral support thereof, or reasonable actions regarded as necessary safety precautions, and Franchisee shall be liable to the City for the costs thereof.

Section 14 Recovery of Costs, Taxes and Fees.

Section 14.1 Franchisee shall pay a fee for the actual administrative expenses incurred by the City that are directly related to the receiving and approving this Franchise pursuant to RCW 35.21.860, including the costs associated with the City's legal costs incurred in drafting and processing this Franchise. No permits shall be issued for the installation of authorized Facilities until such time as the City has received payment of this fee. Franchisee shall further be subject to all permit fees associated with activities undertaken through the authority granted in this Franchise or under the laws of the City. Where the City incurs costs and expenses for review, inspection, or supervision of activities, including but not limited to reasonable fees associated with attorneys, consultants, City staff and City Attorney time, undertaken through the authority granted in this Franchise or any ordinances relating to the subject for which a permit fee is not established, Franchisee shall pay such costs and expenses directly to the City in accordance with the provisions of Section 14.3.

Section 14.2 Franchisee shall promptly reimburse the City in accordance with the provisions of Section 14.3 and Section 14.4 for any and all costs the City reasonably incurs in response to any emergency situation involving Franchisee's Facilities, to the extent said emergency is not the fault of the City. The City agrees to simultaneously seek reimbursement from any franchisee or permit holder who caused or contributed to the emergency situation.

Section 14.3 Franchisee shall reimburse the City within sixty (60) days of submittal by the City of an itemized billing for reasonably incurred costs, itemized by project, for Franchisee's proportionate share of all actual, identified expenses incurred by the City in planning, constructing, installing, repairing, altering, or maintaining any City facility as the result of the presence of Franchisee's Facilities in the Rights of Way. Such costs and expenses shall include but not be limited to Franchisee's proportionate cost of City personnel assigned to oversee or engage in any work in the Rights of Way as the result of the presence of Franchisee's Facilities in the Rights of Way. Such costs and expenses shall also include Franchisee's proportionate share of any time

spent reviewing construction plans in order to either accomplish the relocation of Franchisee's Facilities or the routing or rerouting of any utilities so as not to interfere with Franchisee's Facilities.

Section 14.4 The time of City employees shall be charged at their respective rate of salary, including overtime if applicable, plus benefits and reasonable overhead. Any other costs will be billed proportionately on an actual cost basis. All billings will be itemized so as to specifically identify the costs and expenses for each project for which the City claims reimbursement. A charge for the actual costs incurred in preparing the billing may also be included in said billing. At the City's option, the billing may be on an annual basis, but the City shall provide the Franchisee with the City's itemization of costs, in writing, at the conclusion of each project for information purposes.

Section 14.5 Franchisee hereby warrants that its operations as authorized under this Franchise are those of a telephone business as defined in RCW 82.16.010, or a service provider as defined in RCW 35.21.860. As a result, the City will not impose a franchise fee under the terms of this Franchise, other than as described herein. The City hereby reserves its right to impose a franchise fee on Franchisee if Franchisee's operations as authorized by this Franchise change such that the statutory prohibitions of RCW 35.21.860 no longer apply, or if statutory prohibitions on the imposition of such fees are removed. In either instance, the City also reserves its right to require that Franchisee obtain a separate Franchise for its change in use. Nothing contained herein shall preclude Franchisee from challenging any such new fee or separate agreement under applicable federal, state, or local laws.

Section 14.6 Franchisee acknowledges that certain of its business activities may be subject to taxation as a telephone business and that Franchisee shall pay to the City the rate applicable to such taxable services under Kennewick Municipal Code 3.70, and consistent with state and federal law. The parties agree that if there is a dispute regarding tax payments that the process in Kennewick Municipal Code 3.70 shall control. In that event, the City may not enforce remedies under Section 20 or commence a forfeiture or revocation process pursuant to Section 21 until the dispute is finally resolved either consistent with Kennewick Municipal Code 3.70 or by judicial action and then only if the Franchisee does not comply with such resolution. The parties agree however, that nothing in this Franchise shall limit the City's power of taxation as may exist now or as later imposed by the City. This provision does not limit the City's power to amend Kennewick Municipal Code Chapter 3.70 as may be permitted by law.

Section 15 Small Cell Facilities.

Section 15.1 City Retains Approval Authority. The City shall have the authority at all times to control by appropriately exercised police powers through ordinance or regulation, consistent with 47 U.S.C. § 253, 47 U.S.C. § 332(c)(7), and the laws of the State of Washington, the location, elevation, manner of construction, and maintenance of any Small Cell Facilities by Franchisee, and Franchisee shall promptly conform with all such requirements, unless compliance would cause Franchisee to violate other requirements of law. This Franchise does not prohibit the City from exercising its rights under federal, state or local law to deny or give conditional approval to an application for a permit to construct any individual Small Cell Facility.

Section 15.2 City Approvals and Permits. The granting of this Franchise is not a substitute for any other City required approvals to construct Franchisee's Facilities in the Rights-of-Way ("City Approvals"). The parties agree that such City Approvals (except Right-of-Way use permits as described in Section 8.2) are not considered use permits, as that term is defined in RCW 35.99.010. These City Approvals do not grant general authorization to enter and utilize the Rights-of-Way but rather grant Franchisee permission to build its specific Small Cell Facilities. Therefore, City Approvals are not subject to the thirty (30) day issuance requirement described in RCW 35.99.030. The parties recognize that this provision is specifically negotiated as consideration for designating the entire City as the Franchise Area. Such City Approvals shall be issued consistent with the Codes, and with state and federal laws governing wireless communication facility siting and may be in addition to any permits required under Section 8.2.

Section 15.3 Preference for Existing Infrastructure; Site Specific Agreements.

- (a) Franchisee shall utilize existing infrastructure in the City whenever possible and consistent with the design, concealment and siting regulations of the Codes. The erection of new poles or structures in the Right-of-Way may only be permitted if no other alternative space feasible for the installation of the Facility is available. In the event that existing infrastructure is not available or feasible for a Small Cell Facility, or if the City prefers new poles or infrastructure in a particular area of the City, then Franchisee may request the placement of new or replacement structures in the Rights-of-Way consistent with the requirements of the Codes.
- (b) Franchisee acknowledges and agrees that if Franchisee requests to place new structures or replacement structures that are higher than the replaced structure and the overall height of the replacement structure and the Facility are over 60 feet in the Rights-of-Way, then Franchisee may be required to enter into a site-specific agreement consistent with RCW 35.21.860 in order to construct such Facilities in the Right-of-Way. Such agreements may require a site-specific charge paid to the City. The approval of a site-specific agreement is separate from this Franchise and must be approved and executed by the City Manager or his/her designee.
- (c) Unless otherwise required by the Codes, replacement poles or structures which remain substantially similar to existing structures or deviate in height or design as permitted within the Codes are permissible, provided that Franchisee, or the pole owner at the Franchisee's request, removes the old pole or structure promptly, but no more than ninety (90) days after the installation of the replacement pole or structure.
- (d) This Section 15.3 does not place an affirmative obligation on the City to allow the placement of new infrastructure on public property or in the Rights-of-Way, nor does it relieve Franchisee from any Code provision related to the siting or design of wireless facilities.

Section 15.4 Concealment. Franchisee shall construct its Facilities consistent with the concealment or stealth requirements as described in the Codes, as the same exist or are hereafter amended, or in the applicable permit(s), lease, site specific agreement, or license agreement, in order to minimize the visual impact of such Facilities.

Section 15.5 Reserved.

Section 15.6 Inventory. Franchisee shall maintain a current inventory of Small Cell Facilities throughout the Term of this Franchise. Franchisee shall provide to the City a copy of the inventory report no later than one hundred eighty (180) days after the Effective Date of this ordinance and shall provide the City with an updated copy of the inventory report within thirty (30) days of request by the City. The inventory report shall include GIS coordinates, date of installation, type of pole used for installation, description/type of installation for each Small Cell Facility installation, and photographs taken before and after the installation of the Small Cell Facility and taken from the public street. Small Cell Facilities that are considered Deactivated Facilities, as described in Section 18.1, shall be included in the inventory report and Franchisee shall provide the same information as is provided for active installations as well as the date the Facilities were deactivated and the date the Deactivated Facilities were removed from the Right-of-Way. The City shall compare the inventory report to its records to identify any discrepancies, and the parties will work together in good faith to resolve any discrepancies. Franchisee is not required to report on future inventory reports any Deactivated Facilities that were removed from the Right-of-Way since the last reported inventory and may thereafter omit reference to the Deactivated Facilities.

Section 15.7 Unauthorized Facilities. Any Small Cell Facilities installations in the Right-of-Way that were not authorized under this Franchise or other required City Approval (“Unauthorized Facilities”) will be subject to the payment of an Unauthorized Facilities charge by Franchisee. The City shall provide written notice to Franchisee of any Unauthorized Facilities identified by City staff and Franchisee shall either (i) establish that the site was authorized, or (ii) submit a complete application to the City for approval of the Unauthorized Facilities. Upon notice of the Unauthorized Facility, Franchisee shall be charged an amount of Five Hundred and 00/100 Dollars (\$500.00) per day per Unauthorized Facility (“Unauthorized Facility Fee”). The Unauthorized Facility Fee shall be waived in its entirety if Franchisee can establish that the site was in fact authorized. The Unauthorized Facility Fee shall be suspended upon the submission of a complete application to the City requesting approval of the Unauthorized Facility. If the application for such Unauthorized Facilities is denied as the final decision, then the Unauthorized Facility Fee will resume until the Unauthorized Facilities are removed and Franchisee shall remove the Unauthorized Facilities from the City’s Right-of-Way within thirty (30) days after the expiration of all appeal periods for such denial. Upon the conclusion of any matter involving an Unauthorized Facility, City shall provide Franchisee an invoice detailing the total amount of the Unauthorized Facility Fee, if any, which penalty Franchisee shall pay within thirty (30) days after receipt of notice thereof. This Franchise remedy is in addition to any other remedy available to the City at law or equity. Notwithstanding the foregoing, an Unauthorized Facility Fee pursuant to this Franchise shall not be assessed if Franchisee received City Approval for the Small Cell Facilities but such Small Cell Facilities are technically inconsistent with the City Approval; provided, however, Franchisee is still required to fix any inconsistencies with the permit requirements and that this provision does not restrict the City’s other enforcement rights.

Section 15.8 Graffiti Abatement. As soon as practical, but not later than thirty (30) days from the date Franchisee receives notice or is otherwise aware, Franchisee shall remove all graffiti on any of its Small Cell Facilities of which it is the owner of the pole or structure or on the Small Cells Facilities themselves attached to a third-party pole (i.e., graffiti on the shrouding protecting the radios). The foregoing shall not relieve Franchisee from complying with any City graffiti or visual blight ordinance or regulation.

Section 15.9 Emissions Reports.

- (a) Franchisee is obligated to comply with all applicable laws relating to allowable presence of or human exposure to Radiofrequency Radiation ("RFs") or Electromagnetic Fields ("EMFs") on or off any poles or structures in the Rights-of-Way, including all applicable FCC standards. Franchisee shall comply with the RF emissions certification requirements under applicable Law.
- (b) Nothing in this Franchise prohibits the City from requiring periodic testing of Franchisee's Facilities, which the City may request no more than once per year, unless as otherwise required by a permit due to a modification of the Facility. The City may inspect any of Franchisee's Facilities and equipment located in the Rights-of-Way. If the City discovers that the emissions from a Facility exceeds the FCC standards, then the City may order Franchisee to immediately turn off the Facility or portion thereof committing the violation, until the emissions exposure is remedied. Such order shall be made orally by calling 1-800-264-6620 and also by written notice pursuant to Section 32. Franchisee is required to promptly turn off that portion of the Facility that is in violation, no later than forty-eight (48) hours after receipt of oral notice. Franchisee shall reimburse the City for any costs incurred by the City for inspecting the Facility and providing notice as described in Section 14.3 and Section 14.4.

Section 15.10 Interference with Public Facilities. Franchisee's Small Cell Facilities shall not physically interfere or cause harmful interference, as defined in 47 CFR 15.3(m), with any City operations (including, but not limited to, traffic lights, public safety radio systems, or other City communications infrastructure), or with the emergency communications operation or equipment. If the Small Cell Facilities cause such harmful interference, Franchisee shall respond to the City's request to address the source of the interference as soon as practicable, but in no event later than forty-eight (48) hours after receipt of notice. The City may require, by written notice, that Franchisee power down the specific Small Cell Facilities, or portion thereof, causing such interference if such interference is not remedied within forty-eight (48) hours after notice. If, within thirty (30) days after receipt of such written notice from the City of such interference, Franchisee has not abated such interference in a manner that is consistent with federal guidelines, such Small Cell Facility may be deemed an Unauthorized Facility and subject to the provisions of Section 15.7 or removal by the City consistent with Section 13. The Small Wireless Facility, or interfering portion thereof, must remain powered down (except for testing purposes) during the abatement period; otherwise the City may take more immediate action consistent with Section 13 to protect the public health, safety, and welfare.

Section 15.11 Interference with Other Facilities. Franchisee is solely responsible for determining whether its Small Cell Facilities interfere with telecommunications facilities of other utilities and franchisees within the Rights-of-Way. Franchisee shall comply with the rules and regulations of the Federal Communications Commission regarding radio frequency interference when siting its Small Cell Facilities within the Franchise Area. Franchisee, in the performance and exercise of its rights and obligations under this Franchise shall not physically or technically interfere in any manner with the existence and operation of any and all existing utilities, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, electroliers, cable television, and other telecommunications, utility, or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as expressly permitted by applicable law or this Franchise.

Section 16 Indemnification

Section 16.1 Franchisee releases, covenants not to bring suit against, and agrees to indemnify, defend, and hold harmless the City, its officers, officials (elected and appointed) employees, agents and representatives from any and all claims, costs, judgments, awards, or liability to any person, for injury or death of any person, or damage to property caused by or arising out of any acts or omissions of Franchisee, its agents, servants, officers, or employees in the performance of this Franchise and any rights granted within this Franchise. This indemnification obligation shall extend to claims that are not reduced to a suit and any claims that may be compromised, with Franchisee's prior written consent, prior to the culmination of any litigation or the institution of any litigation.

Section 16.2 Inspection or acceptance by the City of any work performed by Franchisee at the time of completion of construction shall not be grounds for avoidance by Franchisee of any of its obligations under this Section 16.

Section 16.3 The City shall promptly notify Franchisee of any claim or suit and request in writing that Franchisee indemnify the City. Franchisee may choose counsel to defend the City subject to this Section 16.3. City's failure to so notify and request indemnification shall not relieve Franchisee of any liability that Franchisee might have, except to the extent that such failure prejudices Franchisee's ability to defend such claim or suit. In the event that Franchisee refuses the tender of defense in any suit or any claim, as required pursuant to the indemnification provisions within this Franchise, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Franchisee, Franchisee shall pay all of the City's reasonable costs for defense of the action, including all expert witness fees, costs, and attorney's fees, and including costs and fees incurred in recovering under this indemnification provision. If separate representation to fully protect the interests of both parties is necessary, such as a conflict of interest between the City and the counsel selected by Franchisee to represent the City, then upon the prior written approval and consent of Franchisee, which shall not be unreasonably withheld, the City shall have the right to employ separate counsel in any action or proceeding and to participate in the investigation and defense thereof, and Franchisee shall pay the reasonable fees and expenses of such separate counsel, except that Franchisee shall not be required to pay the fees and expenses of separate counsel on behalf of the City for the City to bring or pursue any counterclaims or interpleader action, equitable relief, restraining order or injunction. The City's fees and expenses

shall include all out-of-pocket expenses, such as consultants and expert witness fees, and shall also include the reasonable value of any services rendered by the counsel retained by the City but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the City by Franchisee. Each party agrees to cooperate and to cause its employees and agents to cooperate with the other party in the defense of any such claim and the relevant records of each party shall be available to the other party with respect to any such defense.

Section 16.4 Except to the extent that damage or injury arises from the sole negligence or willful misconduct of the City, its officers, officials (elected and appointed), employees, or agents, the obligations of Franchisee under the indemnification provisions of this Section 16, and any other indemnification provision herein shall apply regardless of whether liability for damages arising out of bodily injury to persons or damages to property were caused or contributed to by the concurrent negligence of the City, its officers, officials (elected and appointed), employees or agents and the Franchisee. Notwithstanding the proceeding sentence, to the extent the provisions of RCW 4.24.115 are applicable, the parties agree that the indemnity provisions hereunder shall be deemed amended to conform to said statute and liability shall be allocated as provided therein. It is further specifically and expressly understood that the indemnification provided constitutes Franchisee's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification, relating solely to indemnity claims made by the City directly against the Franchisee for claims made against the City by Franchisee's employees. This waiver has been mutually negotiated by the parties.

Section 16.5 Notwithstanding any other provisions of this Section 16, Franchisee assumes the risk of damage to its Facilities located in the Rights-of-Way and upon City-owned property from activities conducted by the City, its officers, agents, employees, elected and appointed officials, and contractors, except to the extent any such damage or destruction is caused by or arises from any solely negligent, willful misconduct, or criminal actions on the part of the City, its officers, agents, employees, elected or appointed officials, or contractors. In no event shall either party be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, including by way of example and not limitation lost profits, lost revenue, loss of goodwill, or loss of business opportunity in connection with its performance or failure to perform under this Franchise. Franchisee releases and waives any and all such claims against the City, its officers, agents, employees, or elected or appointed officials, or contractors. Franchisee further agrees to indemnify, hold harmless, and defend the City against any third party claims for damages, including, but not limited to, business interruption damages, lost profits and consequential damages, brought by users of Franchisee's Facilities as the result of any interruption of service due to damage or destruction of Franchisee's Facilities caused by or arising out of activities conducted by the City, its officers, officials (elected and appointed) agents, employees, or contractors.

Section 16.6 The provisions of this Section 16 shall survive the expiration, revocation, or termination of this Franchise.

Section 17 Insurance.

Section 17.1 Franchisee shall procure and maintain for so long as Franchisee has Facilities in the Rights-of-Way, insurance against claims for injuries to persons or damages to property

which may arise from or in connection with the acts or omissions of Franchisee. Franchisee shall require that every subcontractor maintain substantially the same insurance coverage with substantially the same policy limits as required of Franchisee. Franchisee shall procure insurance from insurers with a current A.M. Best rating of not less than A-. Franchisee shall provide a copy of a certificate of insurance and blanket additional insured endorsement to the City for its inspection at the time of acceptance of this Franchise, and such insurance certificate shall evidence a policy of insurance that includes:

- (a) Commercial Automobile Liability insurance with limits of \$5,000,000 combined single limit each accident for bodily injury and property damage;
- (b) Commercial General Liability insurance, written on an occurrence basis with limits of \$5,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate including personal and advertising injury, blanket contractual; premises;-operations; independent contractors; products and completed operations; explosion, collapse and underground (XCU);
- (c) Pollution liability shall be in effect throughout the entire Franchise term, with a limit of one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) in the aggregate
- (d) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and Employer's Liability with a limit of \$1,000,000 each accident/disease/policy limit. Evidence of qualified self-insurance is acceptable; and
- (e) Excess Umbrella liability policy with limits of \$10,000,000 per occurrence and in the aggregate.

Section 17.2 Payment of deductible or self-insured retention shall be the sole responsibility of Franchisee. Franchisee's umbrella liability insurance policy shall be at least as broad as its primary coverage.

Section 17.3 The required insurance policies, with the exception of Workers' Compensation and Employer's Liability obtained by Franchisee shall include the City, its officers, officials, and employees ("Additional Insureds"), as an additional insured as their interest may appear under this Franchise, with coverage at least as broad as Additional Insured Managers Lessors of Premises ISO form CG 20 11, or its equivalent. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. In addition, the insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability. Franchisee shall provide to the City upon acceptance a certificate of insurance and blanket additional insured endorsement. Receipt by the City of any certificate showing less coverage than required is not a waiver of Franchisee's obligations to fulfill the requirements. Franchisee's required general and auto liability insurance shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of Franchisee's required insurance and shall not contribute with it.

Section 17.4 Upon receipt of notice from its insurer(s) Franchisee shall provide the City with thirty (30) days prior written notice of any cancellation of any insurance policy, required pursuant to this Section 17. Franchisee shall, prior to the effective date of such cancellation, obtain replacement insurance policies meeting the requirements of this Section 17. Failure to provide the insurance cancellation notice and to furnish to the City replacement insurance policies meeting the requirements of this Section 17 shall be considered a material breach of this Franchise and subject to the City's election of remedies described in Section 20 below. Notwithstanding the cure period described in Section 20.2, the City may pursue its remedies immediately upon a failure to furnish replacement insurance.

Section 17.5 Franchisee's maintenance of insurance as required by this Section 17 shall not be construed to limit the liability of Franchisee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or equity. Further, Franchisee's maintenance of insurance policies required by this Franchise shall not be construed to excuse unfaithful performance by Franchisee.

Section 17.6 The City may review all insurance limits once every three (3) years during the Term, and upon prior written notice to, review, and acceptance by Franchisee, may make reasonable adjustments in the limits upon thirty (30) days' prior written notice to Franchisee. Franchisee shall provide a certificate of insurance to the City showing compliance with these adjustments and the additional insured endorsement.

Section 17.7 As of the Effective Date of this Franchise, Franchisee is not self-insured. Should Franchisee wish to become self-insured at the levels outlined in this Franchise at a later date, Franchisee or its affiliated parent entity shall comply with the following: (i) provide the City, upon request, a copy of Franchisee's or its parent company's, most recent audited financial statements, if such financial statements are not otherwise publicly available; (ii) Franchisee or its parent company is responsible for all payments within the self-insurance program; and (iii) Franchisee assumes all defense and indemnity obligations as outlined in the indemnification section of this Franchise.

Section 18 Abandonment of Franchisee's Telecommunications Network.

Section 18.1 Where any Facilities or portions of Facilities are no longer needed, and their use is to be discontinued, the Franchisee shall immediately report such Facilities in writing ("Deactivated Facilities") to the Public Works Director. This notification is in addition to the inventory revisions addressed in Section 15.6. Deactivated Facilities, or portions thereof, shall be completely removed within ninety (90) days and the site, pole or infrastructure restored to its pre-existing condition.

Section 18.2 If Franchisee leases a structure from a landlord and such landlord later abandons the structure, Franchisee shall remove its Facilities from the abandoned structure within the timeline provided by the landlord, but no more than ninety (90) days of such notification from the landlord at no cost to the City and shall remove the pole if so required by the landlord. Notwithstanding the preceding sentence, the timelines determined by the City for relocation projects described in Section 5 above shall apply.

Section 18.3 Upon the expiration, termination, or revocation of the rights granted under this Franchise, Franchisee shall remove all of its Facilities from the Rights-of-Way within ninety (90) days of receiving written notice from the Public Works Director or his/her designee. The Facilities, in whole or in part, may not be abandoned by Franchisee without written approval by the City. Any plan for abandonment or removal of Franchisee's Facilities must be first approved by the Public Works Director or his/her designee, and all necessary permits must be obtained prior to such work. Franchisee shall restore the Rights-of-Way to at least the same condition the Rights-of-Way were in immediately prior to any such installation, construction, relocation, maintenance or repair, provided Franchisee shall not be responsible for any changes to the Rights-of-Way not caused by Franchisee or any person doing work for Franchisee. Franchisee shall be solely responsible for all costs associated with removing its Facilities.

Section 18.4 Notwithstanding Section 18.1 above, the City may permit Franchisee's Facilities to be abandoned in place in such a manner as the City may prescribe. Upon permanent abandonment, and Franchisee's agreement to transfer ownership of the Facilities to the City, Franchisee shall submit to the City a proposal and instruments for transferring ownership to the City.

Section 18.5 Any Facilities which are not removed within one hundred and eighty (180) days of either the date of termination or revocation of this Franchise or the date the City issued a permit authorizing removal, whichever is later, shall automatically become the property of the City. Any costs incurred by the City in safeguarding such Facilities or removing the Facilities shall be reimbursed by Franchisee. Nothing contained within this Section 18 shall prevent the City from compelling Franchisee to remove any such Facilities through judicial action when the City has not permitted Franchisee to abandon said Facilities in place.

Section 18.6 The provisions of this Section 18 shall survive the expiration, revocation, or termination of this Franchise and for so long as Franchisee has Facilities in Rights-of-Way.

Section 19 Bonds

Section 19.1 Franchisee shall furnish a performance bond ("Performance Bond") written by a corporate surety reasonably acceptable to the City equal to at least 120% of the estimated cost of constructing Franchisee's Facilities within the Rights-of-Way of the City prior to commencement of any such work or such other amount as deemed appropriate by the Public Works Director. The Performance Bond shall guarantee the following: (1) timely completion of construction; (2) construction in compliance with all applicable plans, permits, technical codes, and standards; (3) proper location of the Facilities as specified by the City; (4) restoration of the Rights-of-Way and other City properties affected by the construction; (5) submission of as-built drawings after completion of construction; and (6) timely payment and satisfaction of all claims, demands, or liens for labor, materials, or services provided in connection with the work which could be asserted against the City or City property. Said bond must remain in full force until the completion of construction, including final inspection, corrections, and final approval of the work, recording of all easements, provision of as-built drawings, and the posting of a Maintenance Bond as described in Section 19.2. Compliance with the Performance Bond requirement of the City's current Standard Specifications & Details shall satisfy the provisions of this Section 19. In lieu of a separate Performance Bond for individual projects involving work in the Franchise Area,

Franchisee may satisfy the City's bond requirements by posting a single on-going performance bond in an amount approved by City.

Section 19.2 Maintenance Bond. Franchisee shall furnish a two (2) year maintenance bond ("Maintenance Bond"), or other surety acceptable to the City, at the time of final acceptance of construction work on Facilities within the Rights-of-Way. The Maintenance Bond amount will be equal to ten percent (10%) of the documented final cost of the construction work. The Maintenance Bond in this Section 19.2 must be in place prior to City's release of the bond required Section 19. Compliance with the Maintenance Bond requirement of the City's current Standard Specifications & Details shall satisfy the provisions of this Section 19.2. In lieu of a separate Maintenance Bond for individual projects involving work in the Franchise Area, Franchisee may satisfy the Maintenance Bond requirement by posting a single on-going Maintenance Bond in an amount approved by City.

Section 19.3 Franchise Bond. Franchisee shall provide City with a bond in the amount of Fifty Thousand Dollars (\$50,000.00) ("Franchise Bond") running or renewable for the term of this Franchise, in a form and substance reasonably acceptable to City. In the event Franchisee shall fail to substantially comply with any one or more of the provisions of this Franchise following notice and a reasonable opportunity to cure, then there shall be recovered jointly and severally from Franchisee and the bond any actual damages suffered by City as a result thereof, including but not limited to staff time, material and equipment costs, compensation or indemnification of third parties, and the cost of removal or abandonment of facilities hereinabove described. Franchisee specifically agrees that its failure to comply with the terms of this Section 19 shall constitute a material breach of this Franchise. The amount of the bond shall not be construed to limit Franchisee's liability or to limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

Section 20 Remedies to Enforce Compliance.

Section 20.1 The City may elect, without any prejudice to any of its other legal rights and remedies, to obtain an order from the superior court having jurisdiction compelling Franchisee to comply with the provisions of the Franchise and to recover damages and costs incurred by the City by reason of Franchisee's failure to comply. In addition to any other remedy provided herein, the City reserves the right to pursue any remedy to compel or force Franchisee and/or its successors and assigns to comply with the terms hereof, and the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a forfeiture or revocation for breach of the conditions herein. Provided, further, that by entering into this Franchise, it is not the intention of the City or Franchisee to waive any other rights, remedies, or obligations as otherwise provided by law equity, or otherwise, and nothing contained here shall be deemed or construed to affect any such waiver.

Section 20.2 If Franchisee shall violate, or fail to comply with any of the provisions of this Franchise, or should it fail to heed or comply with any notice given to Franchisee under the provisions of this Franchise, the City shall provide Franchisee with written notice specifying with reasonable particularity the nature of any such breach and Franchisee shall undertake all commercially reasonable efforts to cure such breach within thirty (30) days of receipt of notification. If the parties reasonably determine the breach cannot be cured within (30) thirty days,

the City may specify a longer cure period, and condition the extension of time on Franchisee's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty (30) day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or Franchisee does not comply with the specified conditions, the City may, at its discretion, (1) commence revocation proceedings, pursuant to Section 21, or (2) claim damages of Two Hundred Fifty Dollars (\$250.00) per day against the Franchise Bond set forth in Section 19.3, or (3) suspend the issuance of additional permits, or (4) pursue other remedies as described in Section 20.1 above.

Section 21 Forfeiture and Revocation. If Franchisee willfully violates or fails to comply with any material provisions of this Franchise beyond applicable notice and cure periods, then at the election of the Kennewick City Council after at least thirty (30) days written notice to Franchisee specifying the alleged violation or failure and an opportunity to cure, the City may revoke all rights conferred and this Franchise may be revoked by the City Council after a hearing held upon such notice to Franchisee. Such hearing shall be open to the public and Franchisee and other interested parties may offer written and/or oral evidence explaining or mitigating such alleged noncompliance. Within thirty (30) days after the hearing, the Kennewick City Council, on the basis of the record, will make the determination as to whether there is cause for revocation, whether the Franchise will be terminated, or whether lesser sanctions should otherwise be imposed. The Kennewick City Council may in its sole discretion fix an additional time period to cure violations. If the deficiency has not been cured at the expiration of any additional time period or if the Kennewick City Council does not grant any additional period, the Kennewick City Council may by resolution declare the Franchise to be revoked and forfeited or impose lesser sanctions. If Franchisee appeals revocation and termination, such revocation may be held in abeyance pending judicial review by a court of competent jurisdiction, provided Franchisee is otherwise in compliance with the Franchise.

Section 22 Non-Waiver. The failure of the City to insist upon strict performance of any of the covenants and agreements of this Franchise or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such covenants, agreements or option or of any other covenants, agreements or option.

Section 23 City Ordinances and Regulations. Nothing herein shall be deemed to restrict the City's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this Franchise, including any valid ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to reasonably control by appropriate regulations the location, elevation, manner of construction, and maintenance of Facilities by Franchisee, and Franchisee shall promptly conform with all such regulations, unless compliance would cause Franchisee to violate other requirements of law. In the event of a conflict between the provisions of this Franchise and any other generally applicable ordinance(s) enacted under the City's police power authority, such other ordinances(s) shall take precedence over the provisions set forth herein.

Section 24 Cost of Publication. The cost of publication of this Franchise shall be borne by Franchisee.

Section 25 Acceptance. Franchisee shall execute and return to the City its execution and acceptance of this Franchise in the form attached hereto as Exhibit A. In addition, Franchisee shall submit proof of insurance obtained and additional insured endorsement pursuant to Section 17, any Performance Bond, if applicable, pursuant to Section 19 and the Franchise Bond required pursuant to Section 19.3. The administrative fee pursuant to Section 14.1 is due within thirty (30) days of receipt of the invoice from the City.

Section 26 Survival. All of the provisions, conditions, and requirements of Section 5, Section 6, Section 8, Section 12, Section 16, Section 18, Section 26, and Section 38.2, of this Franchise shall be in addition to any and all other obligations and liabilities Franchisee may have to the City at common law, by statute, or by contract, and shall survive the City's Franchise to Franchisee for the use of the Franchise Area, and any renewals or extensions thereof. All of the provisions, conditions, regulations and requirements contained in this Franchise shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of Franchisee and all privileges, as well as all obligations and liabilities of Franchisee shall inure to its heirs, successors and assigns equally as if they were specifically mentioned where Franchisee is named herein.

Section 27 Assignment.

Section 27.1 This Franchise may not be directly or indirectly assigned, transferred, or disposed of by sale, lease, merger, consolidation, or other act of Franchisee, by operation of law or otherwise, unless prompt written notice is provided to the City within sixty (60) days following the assignment. Franchisee may freely assign this Franchise in whole or in part to a parent, subsidiary, or affiliated entity, unless there is a change of control as described in Section 27.2 below, or to an entity that acquires all or substantially all of Franchisee's assets located in the area defined by the Federal Communications Commission in which the Facilities are located, or for collateral security purposes. Franchisee shall provide prompt, written notice to the City of any such assignment. In the case of transfer or assignment as security by mortgage or other security instrument in whole or in part to secure indebtedness, such notice shall not be required unless and until the secured party elects to realize upon the collateral. For purposes of this Section 27, no assignment or transfer of this Franchise shall be deemed to occur based on the public trading of Franchisee's stock; provided, however, any tender offer, merger, or similar transaction resulting in a change of control shall be subject to the provisions of this Franchise.

Section 27.2 Any transactions which singularly or collectively result in a change of 50% or more of the (i) ownership or working control (for example, management of Franchisee or its Telecommunications facilities) of the Franchisee; or (ii) ownership or working control of the Franchisee's Telecommunications facilities within the City; or (iii) control of the capacity or bandwidth of the Franchisee's Telecommunication facilities within the City, shall be considered an assignment or transfer requiring notice to the City pursuant to this Franchise. Such transactions between affiliated entities are not exempt from notice requirements. A Franchisee shall notify the City of any proposed change in, or transfer of, or acquisition by any other party of control of a Franchisee within sixty (60) days following the closing of the transaction.

Section 27.3 Franchisee may, without prior consent from the City: (i) lease the Facilities, or any portion, to another person; (ii) grant an indefeasible right of user interest in the Facilities,

or any portion, to another person; or (iii) offer to provide capacity or bandwidth in its Facilities to another person, provided further, that Franchisee shall at all times retain exclusive control over its Facilities and remain fully responsible for compliance with the terms of this Franchise, and Franchisee shall furnish, upon request from the City, a copy of any such lease or agreement, provided that Franchisee may redact the name, street address (except for City and zip code), Social Security Numbers, Employer Identification Numbers or similar identifying information, and other information considered confidential under applicable laws provided in such lease or agreement, and the lessee complies, to the extent applicable, with the requirements of this Franchise and applicable City codes. Franchisee's obligation to remain fully responsible for compliance with the terms under this Section 27.3 shall survive the expiration of this Franchise but only if and to the extent and for so long as Franchisee is still the owner or has exclusive control over the Facilities used by a third party.

Section 28 Extension. If this Franchise expires without renewal, the City may, subject to applicable law:

- (a) Allow Franchisee to maintain and operate its Facilities on a month-to-month basis, provided that Franchisee maintains insurance for such Facilities during such period and continues to comply with this Franchise; or
- (b) The City may order the removal of any and all Facilities at Franchisee's sole cost and expense consistent with Section 18.

Section 29 Entire Agreement. This Franchise constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon execution of this Franchise.

Section 30 Eminent Domain. The existence of this Franchise shall not preclude the City from acquiring by condemnation in accordance with applicable law, all or a portion of the Franchisee's Facilities for the fair market value thereof. In determining the value of such Facilities, no value shall be attributed to the right to occupy the area conferred by this Franchise.

Section 31 Vacation. If at any time the City, by ordinance, vacates all or any portion of the area affected by this Franchise, the City shall not be liable for any damages or loss to the Franchisee by reason of such vacation. The City shall notify the Franchisee in writing not less than ninety (90) days before vacating all or any portion of any such area. The City may, after ninety (90) days written notice to the Franchisee, terminate this Franchise with respect to such vacated area.

Section 32 Notice. Any notice required or permitted under this Franchise shall be in writing, and shall be delivered personally, delivered by a nationally recognized overnight courier, or sent by registered or certified mail, return receipt requested, to the other party at the address listed below. If such notice, demand or other communication shall be served personally, service shall be conclusively deemed made at the time of such personal service. If such notice, demand or other communication is given by overnight delivery, it shall be conclusively deemed given the day after it was sent to the party to whom such notice, demand or other communication is to be given. If such notice, demand or other communication is given by mail, it shall be conclusively

deemed given three (3) days after it was deposited in the United States mail addressed to the party to whom such notice, demand or other communication is to be given.

CITY OF KENNEWICK:
Attn: Bruce Mills
P. O. Box 6108
Kennewick, WA 99336

Franchisee:
CELLCO Partnership dba Verizon Wireless
Attn: Network Real Estate
180 Washington Valley Road
Bedminster, New Jersey 07921

With a Copy to:
Lisa Beaton
Kennewick City Attorney
P. O. Box 6108
Kennewick, WA 99336

With a Copy to:
CELLCO Partnership dba Verizon Wireless
Attn: Pacific Market General Counsel
15505 Sand Canyon Avenue
Irvine, CA 92618

Section 33 Severability. If any section, sentence, clause or phrase of this Franchise should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Franchise unless such invalidity or unconstitutionality materially alters the rights, privileges, duties, or obligations hereunder, in which event either party may request renegotiation of those remaining terms of this Franchise materially affected by such court's ruling.

Section 34 Compliance with All Applicable Laws. Franchisee agrees to comply with all present and future federal and state laws, ordinances, rules and regulations. Nothing herein shall be deemed to restrict the City's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this Franchise, including any valid ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to reasonably control by appropriate regulations the location, elevation, manner of construction and maintenance of Facilities by Franchisee, and Franchisee shall promptly conform with all such regulations, unless compliance would cause Franchisee to violate other requirements of law. Franchisee further expressly acknowledges that following the approval of this Franchise, the City may modify its Codes to address Small Cell deployment and such Code modifications shall apply to Franchisee's Facilities, except to the extent of a vested right or right under state or federal law. In the event of a conflict between the provisions of this Franchise and any other generally applicable ordinance(s) enacted under the City's police power authority, such other ordinance(s) shall take precedence over the provisions set forth herein. Notwithstanding the foregoing, Franchisee shall not be required to comply with any new ordinances to the extent that they impact existing Facilities to which Franchisee has a vested right in accordance with the vested rights doctrine under Washington case law or as codified at RCW 19.27.095.

Section 35 Amendment. The City reserves the right at any time to amend this Franchise to conform to any hereafter enacted, amended, or adopted federal or state statute or regulation relating to the public health, safety, and welfare; or relating to roadway regulation or relating to a

City ordinance enacted pursuant to such federal or state statute or regulation; provided that the City provide Franchisee with ninety (90) days prior written notice of its action setting forth the full text of the amendment and identifying the statute, regulation, or ordinance requiring the amendment. Said amendment shall become automatically effective upon expiration of the notice period unless, before expiration of that period, Franchisee makes a written request for negotiations over the terms of the amendment. If the parties do not reach agreement as to the terms of the amendment within ninety (90) days of the call for negotiations, the parties shall submit the issue to non-binding mediation. If such mediation is unsuccessful, the parties may then submit the issue to a court of competent jurisdiction.

Section 36 Attorneys' Fees. If a suit or other action is instituted in connection with any controversy arising out of this Franchise, the prevailing party shall be entitled to recover all of its costs, expenses, and attorney fees as the court finds reasonable, including those upon appeal of any judgment or ruling.

Section 37 Hazardous Substances. Franchisee shall not introduce or use any hazardous substances (chemical or waste) in violation of any applicable law or regulation, and Franchisee shall not allow any of its agents, contractors, or any person under its control to do the same. Franchisee will be solely responsible for and will defend, indemnify, and hold the City and its officers, officials, employees, agents, and representatives harmless from and against any and all claims, costs, and liabilities, including reasonable attorney fees and costs, arising out of or in connection with the cleanup or restoration of the property associated with Franchisee's use, storage, or disposal of hazardous substances, whether or not intentional, and/or with the use, storage or disposal of such substances by Franchisee's agents, contractors, or other persons acting under Franchisee's control, whether or not intentional. Licenses, Fees and Taxes. Prior to constructing any improvements, Franchisee shall obtain a business or utility license from the City. Franchisee shall pay promptly and before they become delinquent, all taxes on personal property and improvements owned or placed by Franchisee and shall pay all license fees and public utility charges relating to the conduct of its business, shall pay for all permits, licenses and zoning approvals, shall pay any other applicable tax unless documentation of exemption is provided to the City and shall pay utility taxes and license fees imposed by the City.

Section 38 Miscellaneous.

Section 38.1 City and Franchisee respectively represent that its signatory is duly authorized and has full right, power and authority to execute this Franchise.

Section 38.2 This Franchise shall be construed in accordance with the laws of the State of Washington. Venue for any dispute related to this Franchise shall be the United States District Court for the Eastern District of Washington, or Benton County Superior Court.

Section 38.3 Section captions and headings are intended solely to facilitate the reading thereof. Such captions and headings shall not affect the meaning or interpretation of the text herein.

Section 38.4 Where the context so requires, the singular shall include the plural and the plural includes the singular.

Section 38.5 Franchisee shall be responsible for obtaining all other necessary approvals, authorizations and agreements from any party or entity and it is acknowledged and agreed that the City is making no representation, warranty or covenant whether any of the foregoing approvals, authorizations or agreements are required or have been obtained by Franchisee by any person or entity.

Section 38.6 This Franchise may be enforced at both law and equity.

Section 38.7 Franchisee acknowledges that it, and not the City, shall be responsible for the premises and equipment's compliance with all marking and lighting requirements of the FAA and the FCC. Franchisee shall indemnify and hold the City harmless from any fines or other liabilities caused by Franchisee's failure to comply with such requirements. Should Franchisee or the City be cited by either the FCC or the FAA because the Facilities or the Franchisee's equipment is not in compliance and should Franchisee fail to cure the conditions of noncompliance within the timeframe allowed by the citing agency, the City may either terminate this Franchise immediately on notice to the Franchisee or proceed to cure the conditions of noncompliance at the Franchisee's expense.

Section 38.8 Neither party shall be required to perform any covenant or obligation in this Franchise, or be liable in damages to the other party, so long as the performance of the covenant or obligation is delayed, caused or prevented by a Force Majeure Event. A "Force Majeure Event" is defined for purposes of this Franchise as strikes, lockouts, sit-down strike, unusual transportation delays, riots, floods, washouts, explosions, earthquakes, fire, storms, weather (including inclement weather which prevents construction), acts of the public enemy, wars, terrorism, insurrections, and any other similar act of God event.

Section 39 Ordinance Effective Date. In compliance with RCW 35A.47.040, this Ordinance shall take effect five (5) days after its passage, approval, and publication of an approved summary thereof consisting of the title, all as required by law ("Effective Date").

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 4th day of August, 2020, and signed in authentication of its passage this 4th day of August, 2020.

DON BRITAIN, Mayor

Attest:

ORDINANCE NO. 5875 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington this 5th day of August, 2020.

TERRI L. WRIGHT, City Clerk

Approved as to Form:

LISA BEATON
City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION _____

FILED WITH THE CITY CLERK: _____

PASSED BY THE CITY COUNCIL: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

ORDINANCE NO.: 5875

SUMMARY OF ORDINANCE NO. 5875

City of Kennewick, Washington

On the ____ day of _____, 2020, the City Council of the City of Kennewick passed Ordinance No. 5875. A summary of the content of said Ordinance, consisting of the title, is provided as follows:

AN ORDINANCE OF THE CITY OF KENNEWICK, WASHINGTON, GRANTING TO CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS AND ITS AFFILIATES, SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE, AUTHORITY AND NONEXCLUSIVE FRANCHISE FOR TEN YEARS, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND REPAIR A TELECOMMUNICATIONS NETWORK, IN, ACROSS, OVER, ALONG, UNDER, THROUGH AND BELOW CERTAIN DESIGNATED PUBLIC RIGHTS-OF-WAY OF THE CITY OF KENNEWICK, WASHINGTON.

The full text of this Ordinance will be mailed upon request.

TERRI L. WRIGHT, City Clerk

FILED WITH THE CITY CLERK: _____, 2020

PASSED BY THE CITY COUNCIL: _____, 2020

PUBLISHED: _____, 2020

EFFECTIVE DATE: _____, 2020

ORDINANCE NO.: 5875

STATEMENT OF ACCEPTANCE

Cellco Partnership d/b/a Verizon Wireless for itself, its successors and assigns, hereby accepts and agrees to be bound by all lawful terms, conditions and provisions of the Franchise attached hereto and incorporated herein by this reference.

By: _____ Date: _____

Name: _____

Title: _____

STATE OF _____)

)ss.

COUNTY OF _____)

On this ____ day of _____, 2020, before me the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared, _____ of _____, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date hereinabove set forth.

Notary Public in and for the State of _____,

Residing at _____.

My Commission Expires: _____

Council Agenda Coversheet



Agenda Item Number	6.a.	Council Date	08/04/2020
Agenda Item Type	Resolution		
Subject	Easement Vacation - 2062 N. Steptoe St.		
Ordinance/Reso #	20-09	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 Council adopt Resolution 20-09 declaring surplus a portion of a certain slope easement located at 2062 N. Steptoe St.

Motion for Consideration

I move to adopt Resolution 20-09.

Summary

Knutzen Engineering, the engineer representing Jacobs RR LLC, requested the vacation of a 5' slope easement that is adjacent to 2062 N. Steptoe St.

Notice of the August 4, 2020 public hearing to consider the request to vacate a 5' slope easement located at 2062 North Steptoe Street was published in the Tri-City Herald on Friday, July 24, 2020.

Grading of the property in 2009 eliminated the need for this slope easement.

City staff have reviewed the request and have no objection to the proposed vacation.

Alternatives

None recommended.

Fiscal Impact

None.

Through	Bruce Mills Jul 22, 14:25:18 GMT-0700 2020
Dept Head Approval	Cary Roe Jul 22, 14:54:51 GMT-0700 2020
City Mgr Approval	Ken Hohenberg Jul 30, 08:59:56 GMT-0700 2020

Attachments:

Resolution
DEED
Map

Recording Required?

CITY OF KENNEWICK
RESOLUTION NO. 20-09

A RESOLUTION OF THE CITY OF KENNEWICK DECLARING SURPLUS
A PORTION OF CERTAIN SLOPE EASEMENT LYING WITHIN 2062
NORTH STEPTOE STREET

WHEREAS, Jacobs RR LLC have requested the vacation of certain slope easement located on their property; and

WHEREAS, RCW 35.94.040 provides for the disposal of surplus property originally required for public utility purposes; and

WHEREAS, notice has been published on July 24, 2020, that a public hearing would be held on this date concerning disposal of this property; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON that property originally acquired for the purpose of slope easement and described as follows:

Parcel Numbers: 1-3099-300-0010-001

A 5.00 foot Slope easement affecting a portion of the West half of the Southwest quarter of Section 30, Township 9 North, Range 29 East, Willamette Meridian, Benton County, Washington, more particularly described as follows:

The East 5.00 feet of the West 55.00 feet of the West half of the Southwest quarter of Section 30, Township 9 North, Range 29 East, Willamette Meridian, Benton County, Washington, lying within the Former Union Pacific Railroad right of way, legally described on July 8th, 1997 in Benton County Auditor's Office under Auditor's File Number 1997-016090 as Parcel One.

is hereby found to be surplus to the City's needs and not required for the providing of continued services; and

BE IT FURTHER RESOLVED that the consideration to be paid for the release of this easement shall be \$50.00; and

BE IT FURTHER RESOLVED that the Mayor of the City of Kennewick is authorized to deed by quit claim to the Jacobs RR LLC the above-described easement and deliver the same upon payment.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 4th day of August, 2020, and signed in authentication of its passage this 4th day of August, 2020.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

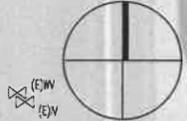
RESOLUTION NO. 20-09 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington, this 5th day of August, 2020.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

NORTH



N88° 56' 46.53"E
129.998

(E) 5.0' SLOPE EASEMENT

North Steptoe Street

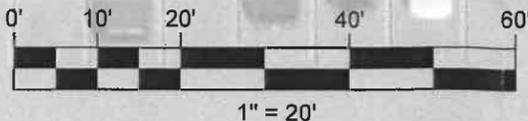
N00° 12' 17.78"E
149.964

PARCEL #: 130993000010001
SITE ADDRESS: 2062 N STEPTOE STREET

99.935
S00° 12' 04.05"W

252.060
S88° 57' 41.17"W

NOT FOR CONSTRUCTION



KE **KNUTZEN ENGINEERING**
 5401 RIDGELINE DR.
 SUITE 160
 KENNEWICK, WA 99338
 1-509-222-0959
 www.knutzenengineering.com
 CADFILE: 20081 XC01

SLOPE EASEMENT VACATION
EXHIBIT B
2062 N STEPTOE AVE, KENNEWICK, WA 99336

DESIGN	GLG
APPD	PTK
DATE	6/10/2020
NO.	SK01

Council Agenda Coversheet



Agenda Item Number	7.a.	Council Date	08/04/2020
Agenda Item Type	Presentation		
Subject	Zoning Ordinance Amendment for Chapter 18.12		
Ordinance/Reso #		Contract #	
Project #	ZOA 20-01	Permit #	AMD-2020-01006
Department	Planning		

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 Planning Commission recommends that City Council concur with the finding and conclusions contained in the staff report and deny Zoning Ordinance Amendment, ZOA 20-01.

Motion for Consideration

I move to deny Zoning Ordinance Amendment, ZOA 20-01.

Summary

The City received an application to amend the Community Commercial zoning district permitted uses to allow Auto Body and Fender repair shops as a permitted use to address a site-specific issue with an existing business the is considered legal non-conforming. Staff presented several options to address the situation more targeted on the specific site as opposed to changing the CC zoning district in its entirety by adding uses to the permitted use table.

At the hearing, the applicant discussed how vehicle repair takes place at existing auto dealerships in the CC zone, which is true – however, the primary use is the selling of new and used automobiles and the repair is an accessory use. Additional uses that were brought up by the applicant, (e.g. tire stores) are designated as an Automobile Oriented Use and are permitted outright use in the CC zone. Auto dealerships that provide service and repair and Automobile Oriented Uses generally do not have the same visual impact of the proposed use of body and fender repair shops that typically have vehicles in various states of repair for days/weeks on the site. The applicant provided a map (Exhibit 3 in the Staff Report) showing various auto repair businesses in the CC zone. Staff reviewed the information and determined that 11 of the 15 businesses indicated are still in business or meet the definition of vehicle repair and service, body and fender shops. These 11 businesses combined have 1,675 feet of street frontage.

Staff reviewed the development regulations proposed by the applicant and it is staff's opinion that the proposed regulations do little to ensure that the surrounding commercial properties are not negatively impacted by the proposed use. Moreover, a very viable option is available that addresses this site specific issue without opening up a majority of CC zoning to the proposed use. Testimony was provided from the applicant and representatives. The Planning Commission voted 5 to 1 to recommend denial to the City Council.

Alternatives

None Recommended

Fiscal Impact

None

Through	Steve Donovan Jul 29, 09:57:50 GMT-0700 2020
Dept Head Approval	Gregory McCormick Jul 29, 13:25:15 GMT-0700 2020
City Mgr Approval	Ken Hohenberg Jul 30, 09:01:57 GMT-0700 2020

Attachments:

Presentation
Minutes
Option Memo
Staff Report
PC Action Summary

Recording Required?

City Council

Zoning Ordinance Amendment ZOA 20-01

August 4, 2020



Application Summary

Applicant(s): Knutzen Engineering, c/o Paul Knutzen

Proposal: To amend the following Kennewick Municipal code Sections:

- 18.12.010 B.1 – Table of Non-Residential Uses, To permit Vehicle Repair and Service, Body and Fender Shops via the Review Process I.
- 18.12.295 – Create a new section that establishes specific development standards in order to allow Vehicle Repair and Service, Body and Fender Shops in the CC zone.

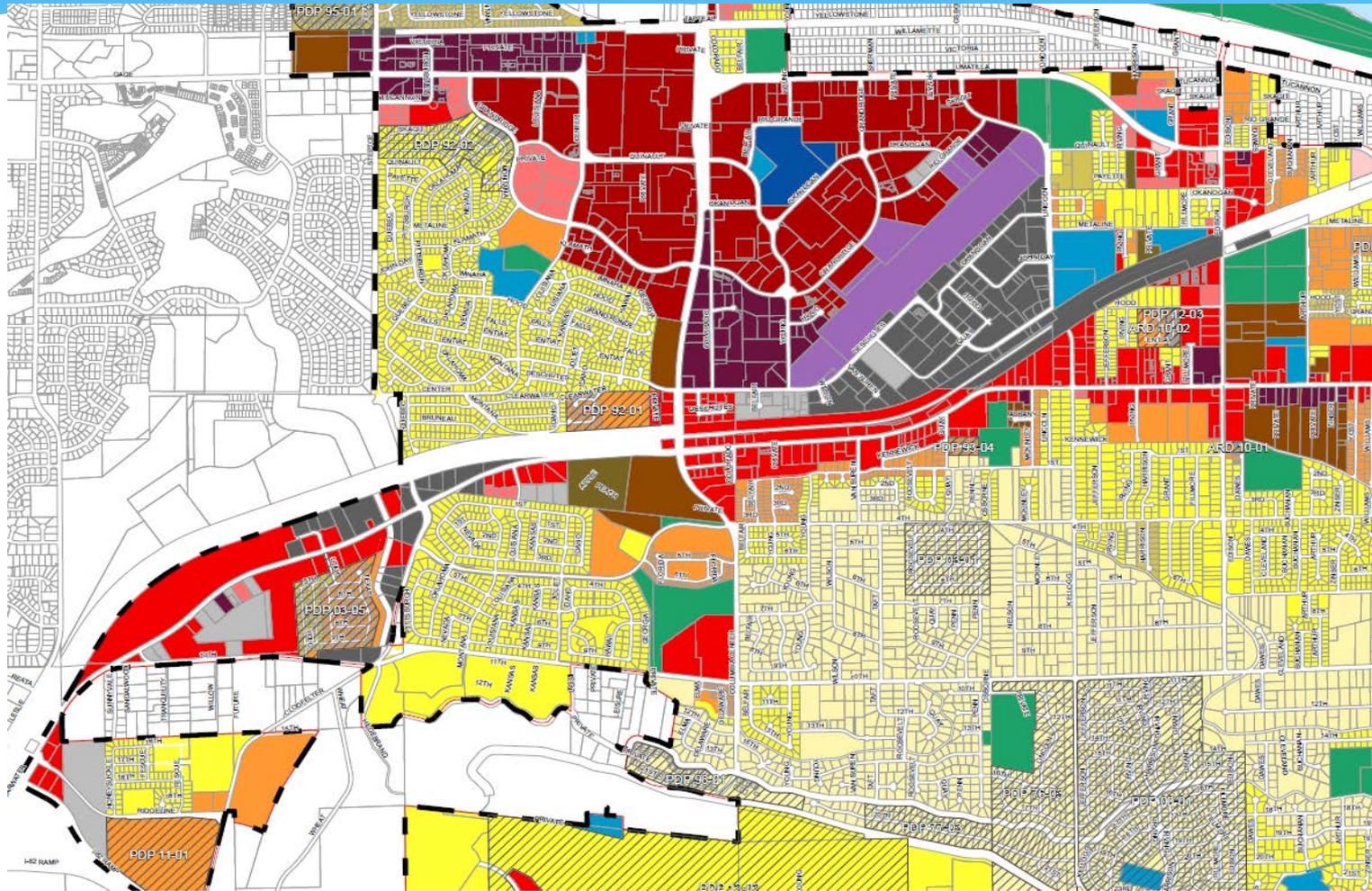
Staff Discussion

Vehicle repair and service, body and fender shops currently are allowed in the following zones: Commercial, Auto Row; Commercial, General; Industrial, Light and Industrial, Heavy. All of those zones are more intense zones that permit uses that are more likely to be a nuisance to surrounding properties.

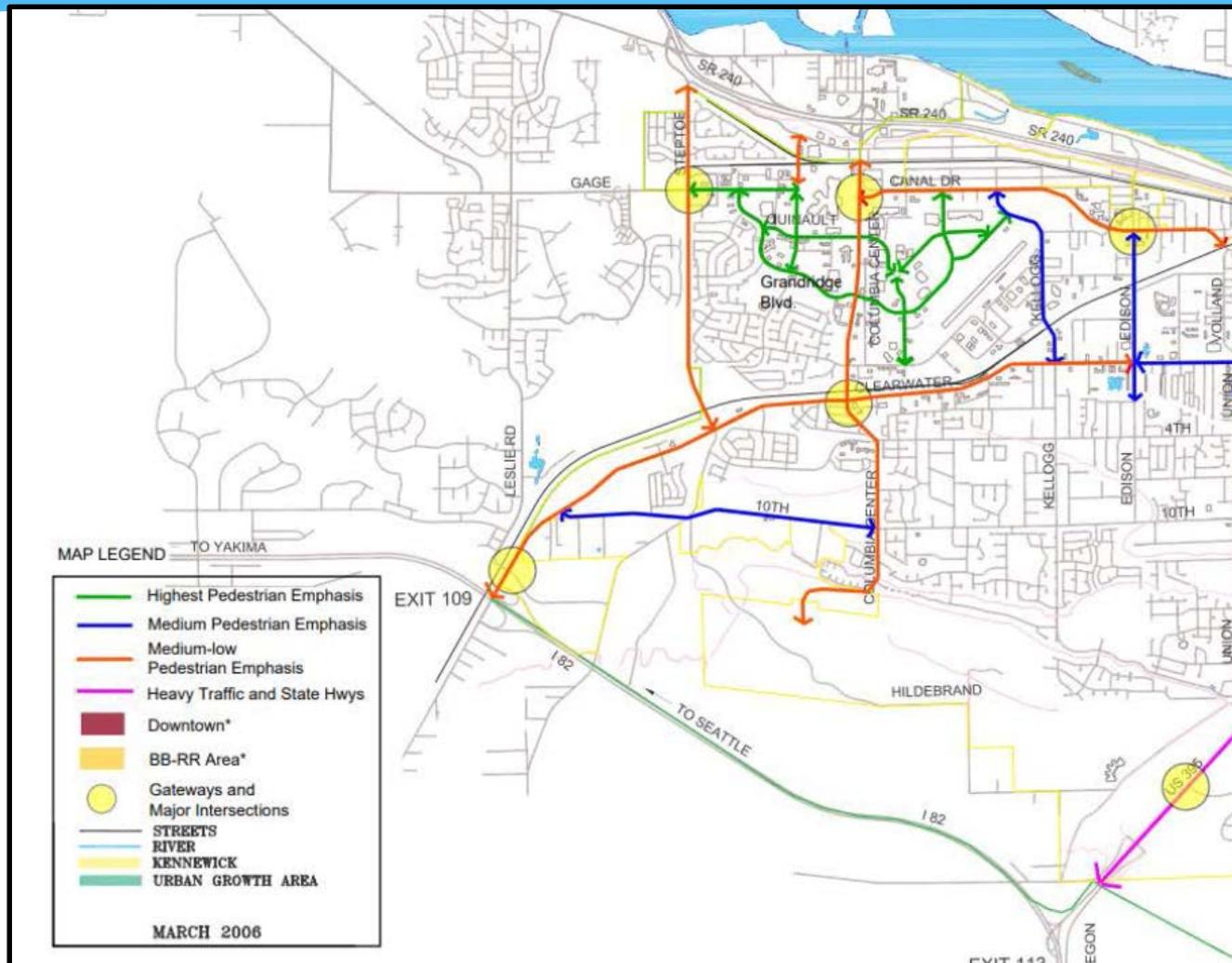
- Due to the fact that Vehicle repair and service, body and fender shops are intensive uses, permitting them in the CC zone will have a detrimental impact to existing uses/businesses.
- It is staff's opinion that Vehicle repair and service, body and fender shops are intensive uses that are not compatible with the current permitted uses in the CC zone.

Zoning Map

(Bright red areas zoned Community Commercial.)



Corridor Specific Design Standard Map



Recommendation

The Planning Commission recommends the City Council deny ZOA 20-01.



COMMUNITY PLANNING DEPARTMENT

STAFF REPORT AND RECOMMENDATION TO
THE PLANNING COMMISSION

FILE No: ZOA 20-01/AMD-2020-01006

Public Hearing Date: July 20, 2020

Proposal: To amend Kennewick Municipal Code (KMC) Section 18.12.010 B.1 by permitting Vehicle Repair and Service as a staff reviewed permitted use in the Commercial, Community zoning district. Additionally, to create a new KMC Section in Chapter 18.12 that establishes development standards for Vehicle Repair and Service.

Applicant: City of Kennewick – Community Planning Department

Staff Contact: Steve Donovan, Senior Planner

Background:

On April 21, 2020 the applicant applied to amend Section 18.12.010 B.1 – Table of Non-Residential Uses and establish a new section in Chapter 18.12.

The City sent the proposed amendments to the Department of Commerce on April 22, 2020, which started the 60-day comment period. The comment period ended on June 21, 2020

Discussion and Analysis:

Below is the current version of Section 18.12.010 B.1, the applicant has proposed an amendment to the Section 18.12.010 B.1 and proposed new Section 18.12.195.

Current Section 18.12.010 B.1: Table of Non-Residential Uses:

Nonresidential Uses	RS	RL	RM	RH	RMH	RTP	UMU	CN	CO	CBD	CC	CR	CAR	CG	CM	HMU	BP	IP	IL	IH	JF	PF	FOS	
Vehicle repair and service, body and fender shops																								

Applicant’s proposed amendment to Section 18.12.010 B.1: Table of Non-Residential Uses:

To add Vehicle Repair and Service as a Category I Permitted Use in the Community, Commercial District.

Nonresidential Uses	RS	RL	RM	RH	RMH	RTP	UMU	CN	CO	CBD	CC	CR	CAR	CG	CM	HMU	BP	IP	IL	IH	JF	PF	FOS	
Vehicle repair and service, body and fender shops																								

Applicant's proposal to create a new section in Chapter 18.12:

Section 18.12.295: Vehicle Repair and Service

Within the CC District, the following standards shall apply:

- (1) Abutting residential property shall receive noise level not to exceed 57 dBA (KMC 9.52).
- (2) Minimum six-foot tall sight obscuring fence is required in conjunction with solid (visual) screen landscaping when abutting a residential district.
- (3) Vehicle repair and service is only permissible within the CC District when located in an area of low-medium pedestrian activity per City street map as identified in the City's adopted Commercial Design Standards document.

Staff Analysis:

As shown in the above tables, Vehicle repair and service, body and fender shops currently are allowed in the following zones: Commercial, Auto Row; Commercial, General; Industrial, Light and Industrial, Heavy. All of those zones are more intense zones that permit uses that are more likely to be a nuisance to surrounding properties.

KMC Section 18.03.040: - Zone Purposes, ensures that the purpose of the zoning districts is consistent with the City Comprehensive Plan. Below is a portion of the section that establishes the purpose of the Commercial, Community (CC) Zone:

- (10) CC - The purpose of the CC district is to stabilize, improve and protect commercial areas, and to provide for orderly growth in new commercial areas in accord with the Comprehensive Plan. CC districts are intended for a wide range of uses to serve the community area to which they are appurtenant.

Staff Response: Because Vehicle repair and service, body and fender shops are intensive uses, permitting them in the CC zone will have a detrimental impact to existing uses/businesses.

Comprehensive Plan Goal and Policy:

Goal 2: Sustain and enhance viable commercial areas.

Policy 4: Encourage compatible commercial activities to concentrate near each other.

Staff Response: It is staff's opinion that Vehicle repair and service, body and fender shops are intensive uses that are not compatible with the current permitted uses in the CC zone.

Additionally, the proposed amendment is not site specific, it will apply to all properties that are zoned CC. A possibility for the applicant would be to rezone a specific property that has a Commercial Land Use Designation to a zone that permits the use.

Regulatory Controls and Policies

- Kennewick Municipal Code Chapter 18.12
- Kennewick Comprehensive Plan

Findings of Fact:

1. The applicant is Knutzen Engineering, c/o Paul Knutzen, 5401 Ridgeline Drive, Suite 160, Kennewick, WA 99336.
2. The processing of the proposed amendments was started on April 21, 2020.
3. The City fulfilled the State Environmental Policy Act requirements by issuing a Determination of Non-significance (DNS) on July 2, 2020.
4. Notice of the proposed code revision was sent to the Washington State Department of Commerce on April 22, 2020, consistent with the requirements of RCW 36.70A.106.

5. The City received confirmation of starting the 60-day review period and notice that the City has met the Growth Management Act notice to state agency requirements from the Washington State Department of Commerce on April 22, 2020.

Conclusions of Law:

1. The proposed amendments will not promote the public health, safety, and general welfare by allowing Vehicle repair and service, body and fender shops in the CC zone.
2. The proposed amendments conflicts with goals and policies of the Comprehensive Plan.

Staff Recommendation:

Based on the above analysis of this request, staff recommends the Planning Commission forward a recommendation of DENIAL to City Council for the following motion.

Motion:

I move that the Planning Commission concur with the findings and conclusions in the staff report ZOA 20-01 and recommend to City Council denial of the requested changes to Chapter 18.12.

Exhibits:

1. Staff Report
2. Application
3. Maps
4. Proposed Amendments
5. Environmental Determination of Non-significance ED 20-11



Community Planning Department

210 West 6th Avenue
Kennewick, WA 99336
Phone: (509) 585-4280
cedinfo@ci.kennewick.wa.us

REQUEST FOR AMENDMENT TO ZONING OR SUBDIVISION CODE

Applicable Filing Fee and SEPA Review Fee are due at the time of application (Fee Schedule)

Applicant: Paul Knutzen (Knutzen Engineering)

Address: 5401 Ridgeline Drive, Suite 160, Kennewick, WA 99338

Telephone: 509.222.0959 Cell: 509.440.1817

This amendment, if adopted, will not be restricted to the applicant's particular situation, but will apply to any future situation that may fall under the amendment, regardless of location or other circumstances. Therefore, please state how, in your opinion, the requested amendment will be to the best interests of the City. Use additional paper if needed.

Requested Amendment:

Add to Existing Section 18.12.010B.1: Table of Non-Residential Uses

Vehicle Repair and Service as a Category I Permitted use in the CC District

Add New Section:

Section 18.12.XXX Vehicle Repair and Service

Within the CC District, the following standards shall apply:

- (1) Abutting residential property shall receive noise levels not to exceed 57 dBA (KMC 9.52).*
- (2) Minimum six-foot tall sight obscuring fence is required in conjunction with solid (visual) screen landscaping when abutting residential district.*
- (3) Vehicle repair and service is only permissible within the CC District when located in an area of low-medium pedestrian activity or Heavy Traffic and State Highways categories per City street map as identified in the City's adopted Commercial Design Standards document.*
- (4) All repair activities shall be conducted within an enclosed building.*

JUSTIFICATION:

Presently, a wide variety of commercial land uses are permitted within the CC district, including many uses that are automobile oriented in nature; however, vehicle repair facilities are not permitted. As the purposes of zoning are to protect the public health, safety and welfare, uses that would detract from a particular district or neighborhood should be prohibited or restricted. However, in this case, a code amendment to allow vehicle repair facilities within the CC district is warranted, for the following reasons:

Comparison of Permitted Uses in the CC District to Vehicle Repair Use:

- a. Vehicle repair business typically involve outdoor storage of vehicles, which may in some commercial districts be unwanted; however, many other uses that are permitted within the CC District require equal or greater amounts of outdoor storage and display of merchandise. Included on this list are equipment rental facilities, manufactured housing display, nurseries, RV storage, vehicle rental/leasing facilities and vehicle sales. A vehicle repair facility would not create impacts any different from these other uses.
- b. A second potential area of concern is the impact that an vehicle repair facility may have on adjoining properties relating to generation of traffic; however; many uses permitted within the CC district generate much higher traffic volumes including such uses as a wide variety of retail services, offices, medical clinics, restaurants, casinos, event centers or schools. A vehicle repair facility would be a relatively low traffic volume generator when compared to those other permitted uses.
- c. A third area of concern is the impact that a vehicle repair facility may have on adjoining properties relating to the production of noise. However, many uses that are already permitted within the CC district would produce similar amounts of noise such as automobile oriented uses (this term includes car washes, lube facilities and tire sales and service businesses) and gas stations. A vehicle repair facility would produce similar or lessor amounts of noise, especially if repair activities were only conducted indoors.
- d. Another potential area of concern is that a vehicle repair facility may not be appropriate within a commercial district that is built at a pedestrian scale, where customers would park their cars and walk to reach their destination. (i.e... an urban downtown setting.) However, that is not the case in the CC district, where much of the CC zoned properties are located along high-volume traffic corridors, such as Clearwater Avenue. Uses in these areas cater to automobile traffic, not pedestrian traffic.
- e. Finally, there is one use permitted within the CC district that creates all the same impacts that a vehicle repair facility would and that is a vehicle sales operation. By definition, vehicle sales also provide for vehicle repair and maintenance work. A vehicle repair facility is very similar to vehicle sales, except most auto repair

businesses are much smaller than the large car dealerships that operate within the city. Yet vehicle sales are allowed in the CC district and vehicle repair is not.

Existing Vehicle Repair Businesses in the CC District

A recent google search within the City found a total of 49 vehicle repair businesses within city limits. Of these, 15 or 30% of these businesses are located within the CC district. (Refer to the attached Exhibit A). The net result is that there are 15 existing businesses within the CC district that are considered non-conforming and subject to significant restrictions/prohibitions in their ability to expand their business operations. Amending the code to allow vehicle repair business as a permitted use within the CC district would benefit those owners, allowing them to expand their operations as needed to maintain a healthy business and would benefit the city by encouraging healthy business districts. Further, the code amendment would allow for new vehicle repair businesses to be located along arterial corridors that apparently are highly desirable locations for those types of businesses.

Existing Vehicle Sales Businesses in the CC District

As mentioned above, vehicle sales uses are identical to vehicle repair businesses, from the perspective of land use impacts, except that vehicle repair does not include the aspect of vehicle sales. But all vehicle sales operations likely include some type of vehicle repair. In fact, the larger dealerships have service departments that service more vehicles than many independent vehicle repair businesses daily. A google search revealed that there is a total of 20 vehicle sales businesses within the City. (Refer to Attached Exhibit B). Of these, 10 are located within the CC district. Given that vehicle sales are permitted in the CC district, it follows that vehicle repair businesses should be permitted as well.

Existing Code Provisions that would Protect Adjacent Lands from Vehicle Repair Impacts

There are some existing code provisions that would offer some protections to adjacent properties if new vehicle repair and service businesses locating within a CC district abutted residential properties. From Section 18.12.01B.2 the Table of Non-Residential Site Development Standards – Footnotes 3 and 4 set forth standards for view obstruction setbacks and requirements that service, processing and storage areas abutting an R district be located within an enclosed building or screened from view. Additionally, Chapter 18.21 pertaining to landscaping and screening requirements and Chapter 19.39 relating to outdoor lighting both include standards designed to protect

adjoining properties and would offer some protections for any instance where a vehicle service and repair business located adjacent to property within an R district.

Proposed Code Provisions to Protect Adjoining Properties from the Impacts of Vehicle Repair

The proposed code amendment includes some additional language to offset impacts of vehicle repair and service businesses. Specifically, they would require that any vehicle repair business shall not generate noise in excess of 57 decibels on an adjoining residential property. Additionally, a sight obscuring fence would be required anytime a vehicle repair and service business abut a residential property. Further, repair activities would have to be conducted indoors. Finally, the proposal includes some restrictions on which properties within a CC district could accommodate a vehicle repair business in order to limit vehicle repair uses in more pedestrian oriented areas of the CC district.

Summary

Vehicle repair and service uses should be allowed within the CC district because they are very similar to other commercial uses that are already allowed within the district; they are already present in large numbers throughout the CC district; and the existing code requirements together with proposed code language submitted would ensure that the impacts of vehicle repair and service businesses would be appropriately mitigated.

Paul Krutzner

4/20/2020

Signature

Date

Checklist:

- X Application & fee
- X State Environmental Policy Act (SEPA) Checklist & fee

EXHIBIT A – Auto Repair Businesses in the CC District

Exhibit 3

1. 360 Auto Repair
2. Autoworks
3. Carefree RV & Auto Repair
4. Cortes Upholstery & Auto Glass
5. Hi Land Garage
6. Johnny's Automotive Service
7. Les Schwab Tire Center
8. Messer Motoren Weke
9. Meyers Auto Tech
10. Perfection Tire & Auto
11. SAS Auto Electric
12. SS Auto
13. Tesoro
14. Tri-Cities Battery & Auto Repair
15. USA Brake & Auto Repair

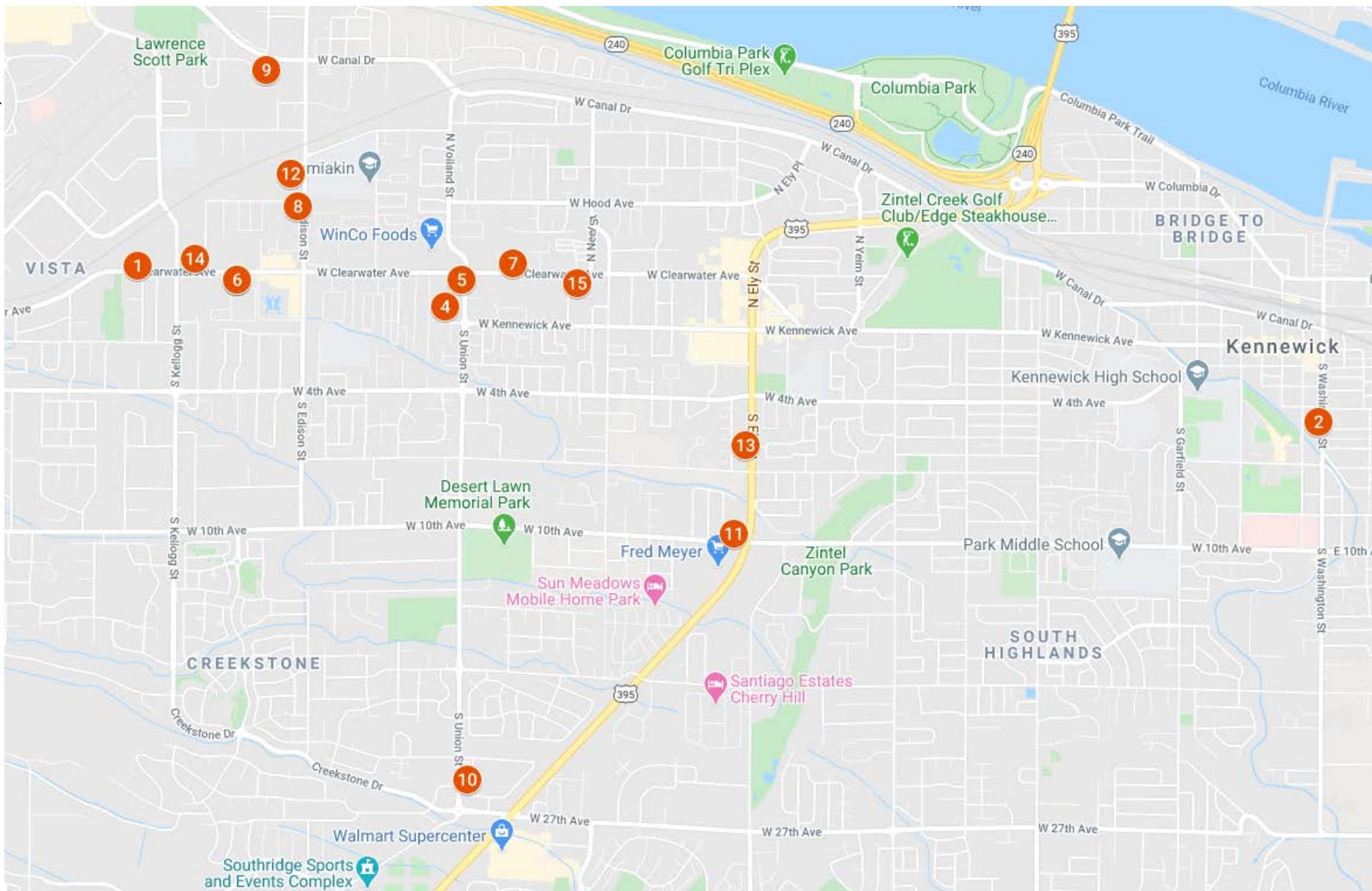


EXHIBIT B – Existing Vehicle Sales

Exhibit 3

1. Alvarez Auto Sales
2. Toyota of Tri-Cities
3. Archibalds
4. Lithia Chrysler Jeep Dodge
5. Millennium Auto Sales
6. Mercedes Benz of Tri-Cities
7. Excalibur Auto Group
8. Leskovar Mitsubishi
9. Tri City Car Sales
10. Grandstand Auto Sales
11. Paradise Auto Sales
12. Speck Buick GMC
13. Elite Auto Sales
14. Express Auto Sales
15. Elder Auto Sales
16. J & R Auto Sales
17. John's Auto Mart
18. USE Auto Sales
19. JJ Auto Investments & RVs

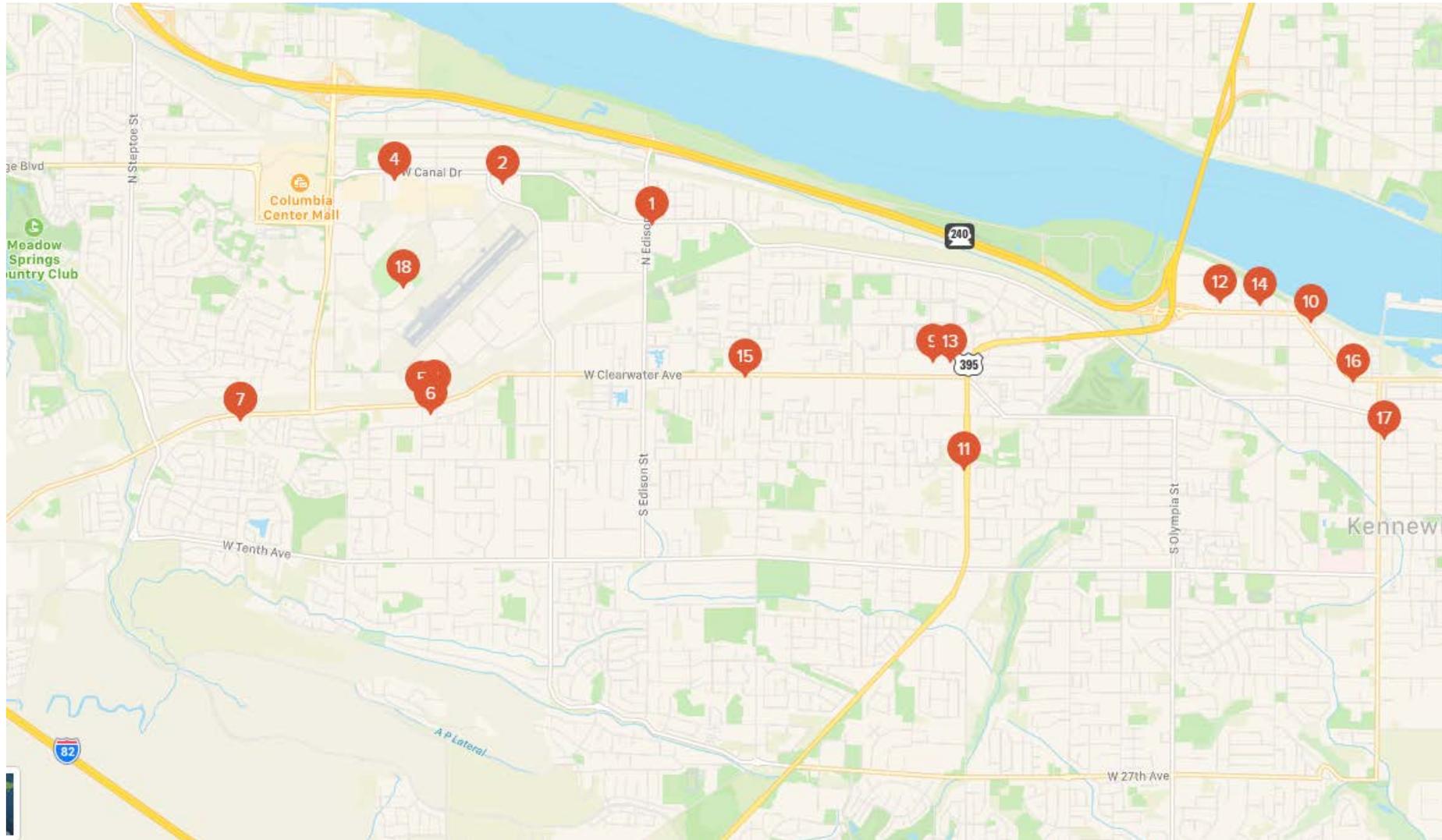
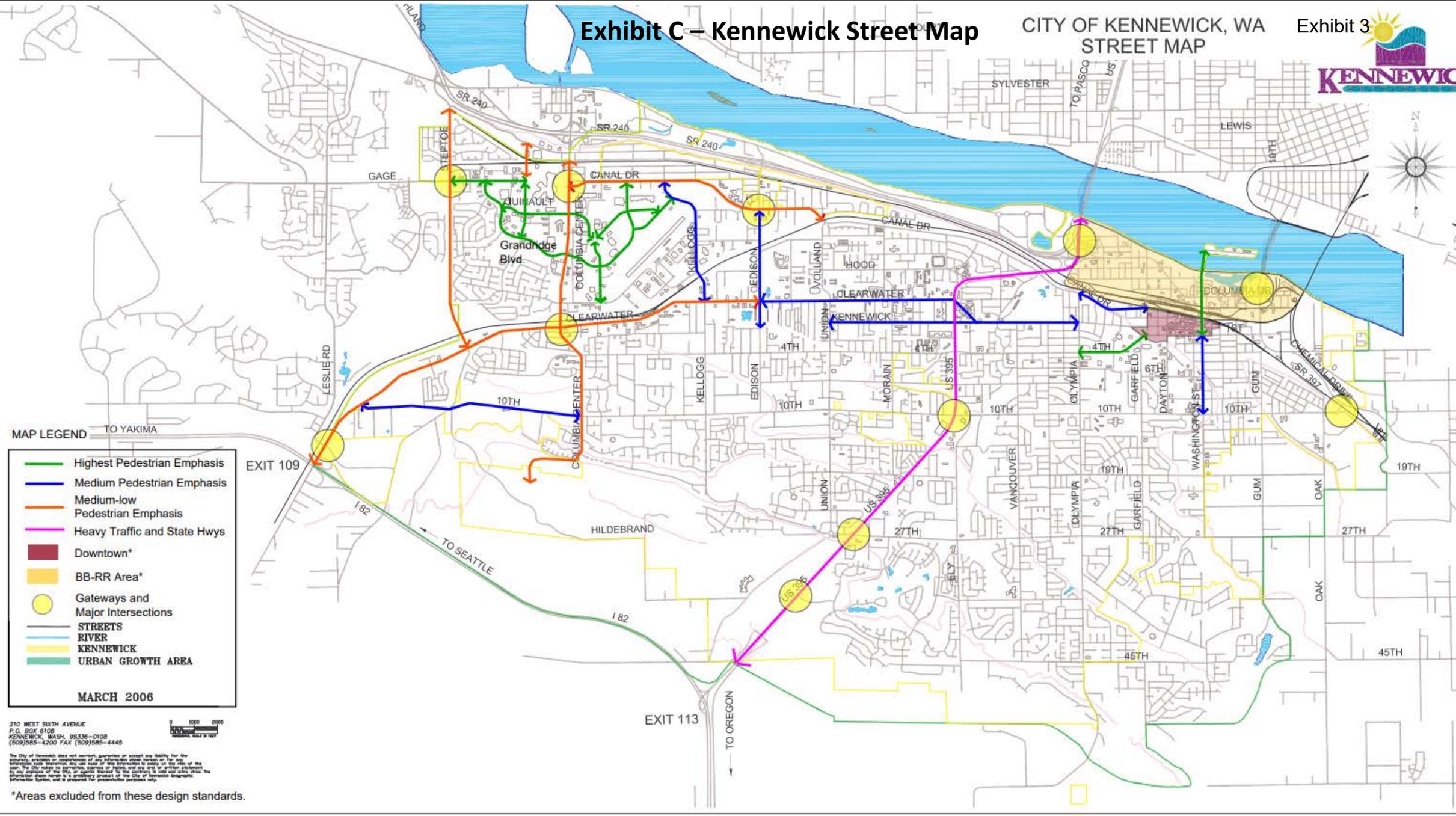


Exhibit C – Kennewick Street Map

CITY OF KENNEWICK, WA
STREET MAP

Exhibit 3



MAP LEGEND

- Highest Pedestrian Emphasis
- Medium Pedestrian Emphasis
- Medium-low Pedestrian Emphasis
- Heavy Traffic and State Hwys
- Downtown*
- BB-RR Area*
- Gateways and Major Intersections
- STREETS
- RIVER
- KENNEWICK
- URBAN GROWTH AREA

MARCH 2006

210 WEST SIXTH AVENUE
P.O. BOX 6108
KENNEWICK, WASH. 98336-0108
(509)585-4200 FAX (509)585-4445

The City of Kennewick does not warrant, guarantee or accept any liability for the accuracy, timeliness or completeness of any information contained herein or for any information made available from any use made of this information to anyone at the risk of the user. The City makes no warranty, express or implied, and any oral or written statements, representations or promises made by any City employee or agent shall be null and void. The information herein is a preliminary product of the City of Kennewick's Geographic Information System, and is prepared for presentation purposes only.

*Areas excluded from these design standards.

**CITY OF KENNEWICK
PROPOSED ZONING CODE AMENDMENT
Vehicle Repair and Service Permitted in the Community Commercial
(CC) District**

Existing Code Provisions:

18.09.2170: - Vehicle Sales, Repair, and Service.

Vehicle Sales, Repair, and Service means facilities and premises where the primary use is the retail sale of vehicles, including cars, trucks, farm vehicles, and boats and includes the supply and dispensing of lubricants, batteries, tires, motor vehicle accessories, and includes the mechanical service and repair of motor vehicles.

18.09.2160: - Vehicle Repair and Service.

Vehicle Repair and Service means facilities and premises where the primary use is the retail supply and dispensing of lubricants, batteries, tires, and motor vehicle accessories, and includes the mechanical service and repair of motor vehicles.

18.12.050: - Automobile-Oriented Uses.

No vehicle service apparatus may be within 15 feet of a public way. Except for necessary access, automatic washing equipment, hydraulic hoists, pits, lubricating equipment, food preparation and washing equipment and the like must be kept within a completely enclosed building. All washing residue must be biodegradable and drained in accord with applicable public works standards.

All other applicable site planning standards and as required by the Kennewick Municipal Code shall apply.

18.12.010B.2 Table of Non-Residential Site Development Standards

Footnotes:

- (3) Street Frontage: Only that necessary to comply with Chapters 13.12, 18.21, and 18.27. The right-of-way is determined in accord with Section 5.56.51.
 - (a)View obstruction setbacks must be improved with asphalt, concrete, or some other comparable dust-free and weed free material, or landscaped to prevent dust and weeds with adequate irrigation or otherwise maintained to prevent weeds, dust and rubbish.
 - (b)Side and Rear: None; but 20 feet on sides abutting R or HMU districts.

- (4) All service, processing and storage areas abutting any R district at ground floor level or within 20 feet or visible from a street, must be within a completely enclosed building or screened from view by a permanently maintained, sight-obscuring fence at least six feet high. Except for vehicles, no storage shall extend above the fence.

Proposed Amendments:

To Section 18.12.010B.1:Table of Non-Residential Uses

Add: **Vehicle Repair and Service as a Category I Permitted use in the CC District**

Add New Section:

Section 18.12.295 Vehicle Repair and Service

Within the CC District, the following standards shall apply:

- (1) Abutting residential property shall receive noise level not to exceed 57 dBA (KMC 9.52).
- (2) Minimum six-foot tall sight obscuring fence is required in conjunction with solid (visual) screen landscaping when abutting residential district.
- (3) Vehicle repair and service is only permissible within the CC District when located in an area of low-medium pedestrian activity per City street map as identified in the City's adopted Commercial Design Standards document.



**CITY OF KENNEWICK
DETERMINATION OF NON-SIGNIFICANCE**

FILE/PROJECT NUMBER: ED 20-11/PLN-2020-01007

DESCRIPTION OF PROPOSAL: To amend KMC Section 18.12.010B.1: To allow Vehicle Repair and Service as a staff reviewed permitted use in the Commercial, Community zoning district. Additionally, to create a new Section in Chapter 18.12 that establishes development standards for Vehicle Repair and Service.

PROPONENT: Knutzen Engineering, c/o Paul Knutzen, 5401 Ridgeline Drive, Suite 160, Kennewick, WA 99338

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY: Proposal is not site specific.

LEAD AGENCY: City of Kennewick

DETERMINATION: The City of Kennewick has determined that this proposal does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) will not be required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the City. This information is available to the public on request. Application for other required permits may require further review under SEPA procedures.

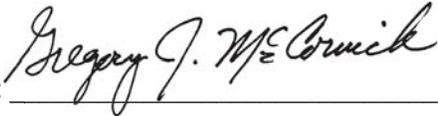
- There is no comment period for this DNS.
- This DNS is issued after using the optional DNS process in WAC 197-11-355. There is no further comment period on the DNS.
- This DNS is issued under 197-11-340(2); the City will not act on this proposal for fifteen days from the date below. Comments must be submitted by _____. After the review period has elapsed, all comments received will be evaluated and the DNS will be retained, modified, or withdrawn as required by SEPA regulations.

RESPONSIBLE OFFICIAL: Gregory McCormick, AICP
POSITION/TITLE: Community Planning Director
ADDRESS: 210 W 6th Ave., P.O. Box 6108, Kennewick, WA 99336
PHONE: (509) 585-4463

Changes, modifications and/or additions to the checklist have been made on the attached Environmental Checklist Review.

This DNS is subject to the attached conditions:

- No conditions.
- See attached condition(s).

Date: July 2, 2020 Signature: 

Appeal: An appeal of this determination must be submitted to the Community Planning Department within fourteen (14) calendar days after the date issued. This appeal must be written and make specific factual objections to the City's threshold determination. Appeals shall be conducted in conformance with Section 4.12.090(9) of the Kennewick Municipal Code and the required fees pursuant to the City's adopted Fee Schedule shall be paid at time of appeal submittal.

Copies of this DNS were mailed to: Dept. of Ecology
WA Dept. of Fish & Wildlife
WSDOT
Yakama Nation
CTUIR
ED 20-11 File

**KENNEWICK PLANNING COMMISSION
JULY 20, 2020
MEETING MINUTES**

CALL TO ORDER

Vice Chairman Morris called the meeting to order at 6:32 p.m.

Vice Chairman Morris led the Pledge of Allegiance.

Vice Chairman Morris made the following statement:

“Tonight’s meeting will be conducted through an online, virtual meeting platform. Planning Commissioners and staff are joining us remotely in order to comply with Governor Inslee’s Proclamation 20.28.4 as it relates to the Open Public Meeting Act during the COVID-19 State of Emergency. Should an individual Planning Commissioner become unexpectedly disconnected from the Webinar, please rejoin the meeting at your first opportunity. The record will reflect your attendance. The meeting will proceed so long as a quorum of Planning Commissioners are present.”

Recorder Melinda Didier called the roll and found the following logged into the Webinar:

Present: Commissioners Robert Rettig, Ken Short, Thomas Helgeson, Clark Stolle, Anthony Moore, Vice Chairman Victor Morris.

Excused: Commissioner James Hempstead

Unexcused: None

Staff Present: Greg McCormick, AICP Planning Director; Anthony Muai, AICP Development Services Manager; Steve Donovan, AICP Senior Planner; Lisa Beaton, City Attorney; Melinda Didier, Community Planning Administrative Assistant and Recorder

CONSENT AGENDA

- a. Approval of Agenda
- b. Approval of the June 15, 2020 Meeting Minutes
- c. Motion to enter Staff Reports into the Record

Commissioner Stolle moved to accept the consent agenda. Commissioner Helgeson seconded the motion. The motion carried unanimously.

PUBLIC HEARINGS

Vice Chairman Morris opened the public hearing at 6:38 p.m. for Zoning Ordinance Amendment (ZOA) #20-01 proposing to change the following Kennewick Municipal Code Subsection Sections: 1) 18.12.010B.1: To allow Vehicle Repair and Service as a staff reviewed permitted use in the Commercial, Community

zoning district; additional proposal to create a new Section in Chapter 18.12 that establishes development standards for Vehicle Repair and Service. Applicant is Paul Knutzen, Knutzen Engineering, 5401 Ridgeline Drive, Suite 160, Kennewick WA 99338.

Mr. Donovan gave a brief overview of the staff report, and said that although there are existing auto repair businesses in the CC zone, it was in 2007 that the auto repair use was taken out of the allowed uses in the CC zone. Staff recommends that the Planning Commission concur with the Findings and Conditions of the staff report ZOA 20-01, and recommend to City Council DENIAL of the request.

Planning Commission questions: Are existing auto repair businesses allowed to expand or improve their property (Mr. Donovan, Muai and McCormick said an expansion only applies to a non-conforming structure, not a non-conforming use); if an existing auto-repair shop in the CC zone went out of business, would a shop in a different location in the CC zone be allowed to open (Mr. Donovan said it would be site specific – a new business could go into that same closed business within 6 months of closing. They could not take that use and go to a different site).

Testimony of Applicant/Applicant's Representative:

Paul Knutzen
Knutzen Engineering
5401 Ridgeline Dr. Ste 160
Kennewick 99338

Speaking on behalf of the applicant; he has limited space at previous location, his neighbor was selling this larger lot; surprised that auto repair shops not allowed in CC zoning district; listed some existing auto sales/repair shops on Clearwater Avenue; trying to encourage small businesses to locate in Kennewick and existing to expand and grow. Put a lot of thought into being respectful of conditions such as fencing, noise level limitations, and was disappointed that the Planning Department does not agree.

Testimony in favor:

Rick Simon
98402 Harrington Road
West Richland 99354

In favor of request; the proposed use of vehicle service similar to uses already allowed in CC district; prime example is auto-oriented uses which includes uses like tire sales & services, Les Schwab, Jiffy Lube, which are allowed to provide the same type of services as you might find in auto repair shops; vehicle sales also allows for auto service and repair; large dealerships have repair shops in their businesses.

Robert Lalonde
6200 W. Clearwater Ave
Kennewick 99336

Business owner, checked the zoning, it's an existing use since 1974, trying to find a way to change the zoning but doesn't leave it open for a bunch of repair shops to open up there; discussed it with Paul Knutzen and that's where we came up with our proposal; adding the bigger shop will allow me to create more jobs for the community; based proposal on the existing use.

Scott Snyder
6304 Wrigley Dr.
Pasco 99302

Son of the business owner; family business trying to give back to the community; trying to improve the site and present a nice business; put a facelift on these old buildings.

Testimony neutral or against:

None

Staff final comments:

Mr. McCormick said the observation that there are several different types of auto-oriented businesses along Clearwater Avenue is undeniable— there are car dealerships, tire shops, used car dealerships, which are expressly allowed in the Community Commercial zoning district - a request has been made to open up the zoning district for mechanical, auto body, fender repair shops; historically those are heavy commercial uses, light industrial as reflected in the zoning code to date, only allows it in our heaviest commercial zoning district, general commercial, and allows it in our industrial districts. There was a decision made to do that several years ago.

Regarding the comment made about cleaning up a big mess on Clearwater Ave, not sure what this code revision would do to address that; another comment was that there is a number of non-conforming uses along the corridor, this would clean that up; if a use is not appropriate in the Community Commercial zone, applying a zone change that basically applies throughout the City, yes it's restricted through the proposal to just those low and medium density corridors; if you look at the map that's a good deal of our Community Commercial zoning. Staff feels this is an inappropriate change to the use table and feels it isn't in the best long-term interests of the City; we feel it is not appropriate and stand by our recommendation of not approving the requested change.

Planning Commission Additional Questions:

Is there a specific zoning around the area that would be more appropriate, did staff address this with the applicant (Mr. Donovan said the surrounding properties have a similar land use designation, the applicant could apply for a zone change specifically for his property, that would wither be CAR or CG zone). Given the proximity to the Vista Entertainment District, would a mixed-use zoning be more appropriate for this area (Mr. Donovan said that there were some other options that were proposed, I don't know why applicant did not pursue that path, Mr. Muai spoke with them and could clarify. Mr. Muai said applicant was given several options – apply for the code amendment, which they ultimately did; apply for a rezone and a binding site plan to divide the property and have the northern part of the property rezoned to CG in order to have the repair shop in the rear and keep the front CC to allow for more retail oriented business; another option discussed was a rezone to Industrial because they have Industrial behind them –

I believe it was discussed to have a binding site plan in that instance, too. That would require a Comprehensive Plan Amendment, which is a much longer process).

Public Testimony for ZOA 20-01 closed at 7:08 p.m.

Vice Chairman Morris asked for a motion.

Additional Question for Staff:

Whatever recommendation the Commissioners make to the Council, is that only a recommendation; could the City Council decide to take some other action; if the restrictions go into effect, are they feasible and reasonable to impose. Mr. Donovan said they appear to be reasonable with a few minor changes; Mr. McCormick said a closer look would be taken at the language and restrictions for the amendment if the City Council approves it.

Commissioner Moore moved to concur with the findings and conclusions in staff report ZOA 20-01 and forward a recommendation to City Council DENIAL of the request.

Commissioner Rettig seconded the motion.

Planning Commission discussion: None

The motion passed on a 5-1 roll call vote; Commissioners Rettig, Moore, Stolle, Short and Vice Chairman Morris in favor; Commissioner Helgeson opposed.

Vice Chairman Morris opened the public hearing at 7:14 p.m. for Zoning Ordinance Amendment (ZOA) #20-02 proposing to change the following Kennewick Municipal Code Section: 18.24.050(16) – Regulation by Sign Type – Non-Commercial Portable Signs. Applicant is City of Kennewick.

Ms. Beaton gave a brief overview of the staff report, and presented a Power Point of the staff report; Staff recommends that the Planning Commission concur with the Findings and Conditions of the staff report ZOA 20-02, and recommend to City Council approval of the request.

Planning Commission questions: Who appointed the PED Committee; Is there Council consideration as to the size of the parcel for additional and larger signs; other cities have adopted different sign codes, what are examples of other cities codes; For location of signs in residential districts, 32 square feet is quite large.

Testimony of Applicant/Applicant's Representative:

Staff report – the City of Kennewick is applicant.

Testimony in favor: None

Testimony neutral or against: None

Staff final comments: None

Public Testimony for ZOA 20-02 closed at 7:43 p.m.

Vice Chairman Morris asked for a motion.

Commissioner Helgeson moved to concur with the findings and conclusions in staff report ZOA 20-02 and forward a recommendation to City Council APPROVAL of the request.

Commissioner Rettig seconded the motion.

Planning Commission discussion: None

The motion passed on a 4-2 roll call vote; Commissioners Rettig, Stolle, Short and Vice Chairman Morris in favor; Commissioners Moore and Helgeson opposed.

VISITORS NOT ON AGENDA:

None

OLD BUSINESS:

- a. **City Council Action Updates – Comprehensive Plan Amendment Docket, City Council accepted for processing CPA 20-01 through CPA 20-07; CPA 20-08 rejected for processing. Planning Commission Comprehensive Plan Amendment workshop and hearing in October.**

NEW BUSINESS:

None

REPORTS, COMMENTS, OR DISCUSSION OF COMMISSIONERS AND STAFF:

Planning Commissioners thanked staff for the hard work on conducting the WebEx virtual meetings.

ADJOURNMENT:

The meeting adjourned at 7:50 p.m.

Planning Commission Action Summary
ZOA 20-01 – Knutzen Engineering

The Kennewick Planning Commission conducted a virtual public hearing on July 21, 2020. All interested parties were invited to come before the Commission and be heard. After reviewing the staff report and all oral and written facts and opinions, the Commission passed a motion on the proposed amendments concurring with the findings and conclusions in the staff report ZOA 20-01 and recommend to City Council denial of the proposed zoning ordinance amendment contained in the staff report.

Findings of Fact

1. The applicant is Knutzen Engineering, c/o Paul Knutzen, 5401 Ridgeline Drive, Suite 160, Kennewick, WA 99336.
2. The processing of the proposed amendments was started on April 21, 2020.
3. The City fulfilled the State Environmental Policy Act requirements by issuing a Determination of Non-significance (DNS) on July 2, 2020.
4. Notice of the proposed code revision was sent to the Washington State Department of Commerce on April 22, 2020, consistent with the requirements of RCW 36.70A.106.
5. The City received confirmation of starting the 60-day review period and notice that the City has met the Growth Management Act notice to state agency requirements from the Washington State Department of Commerce on April 22, 2020.

Conclusions of Law

1. The proposed amendments will not promote the public health, safety, and general welfare by allowing Vehicle repair and service, body and fender shops in the CC zone.
2. The proposed amendments conflicts with goals and policies of the Comprehensive Plan.

The motion to recommend approval to City Council passed with a vote of 4 to 2.



MEMORANDUM

Community Planning

To: City Council
From: Steve Donovan, Senior Planner
Date: August 4, 2020
Re: **ZOA 20-01/AMD 2020-01006**

Prior to the submission of the Zoning Ordinance Amendment Application, staff had multiple discussions with the proponent on possible options to allow for the future expansion of his business.

Staff proposed that the proponent apply for a Binding Site Plan to subdivide his property into two lots, one in the back abutting the railroad right-of-way, and one in the front abutting Clearwater Avenue. The lot in the back could then be rezoned to a district that currently allows Vehicle repair and service, body and fender shops.

Option 1: To rezone the back lots to Commercial, General. This option would not require a comprehensive plan amendment and would permit the requested use.

Option 2: To apply for a comprehensive plan amendment to change the back lot's land use designation from Commercial to Industrial. A rezone to Industrial, Light or Industrial, Heavy can then be requested. Both industrial zoning districts permit the requested use.

Option 3: Zoning code text amendment allowing the proposed use of vehicle repair and service, body and fender shops.

Additionally, it was discussed that the proposed Zoning Ordinance Amendment would be applicable to all properties that are zoned Commercial Community, not just the proponent's property.



City Council Meeting Schedule September 2020

City Council passed Resolution 20-08 on June 23, 2020, which temporarily designates the location for regular, special and study session meetings to the virtual location until Benton County enters into Phase Three of the Governor's Safe Start Reopening Plan. The City broadcasts City Council meetings on the City's website <https://www.go2kennewick.com/CouncilMeetingBroadcasts>.

September 1, 2020

Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

September 8, 2020

Tuesday, 6:30 p.m.

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

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

1. WWTP Phase II Update

September 15, 2020

Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

September 22, 2020

Tuesday, 6:30 p.m.

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

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

1.

September 29, 2020

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