



City Council Meeting Schedule August 2019

August 6, 2019

Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING -Cancelled

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

August 13, 2019

Tuesday, 6:30 p.m.

WORKSHOP MEETING

1. BF Coalition Update
2. 4th of July/Water Follies Update

August 20, 2019

Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

August 27, 2019

Tuesday, 6:30 p.m.

WORKSHOP MEETING

1. Columbia River Landing Update
2. METRO Drug Taskforce 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 Taped

August 2019
Updated 8/14/19



CITY COUNCIL REGULAR MEETING AGENDA

August 20, 2019 at 6:30 p.m.

City Hall Council Chambers | 210 W. 6th Ave

1. CALL TO ORDER

Roll Call/Pledge of Allegiance/Welcome

HONORS & RECOGNITIONS

Retiree Recognition – Bob Niebuhr

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 16, 2019.
- b. (1) Motion to approve Claims Roster for July 12, 2019.
(2) Motion to approve Claims Roster for July 26, 2019.
(3) Motion to approve the Claims Roster for the Columbia Park Golf Course Account for June 2019.
(4) Motion to approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for May 2019.
- c. (1) Motion to approve Payroll Roster for July 15, 2019.
(2) Motion to approve Payroll Roster for July 31, 2019.
- d. Motion to authorize the City Manager to sign an Interlocal Cooperative Agreement with Benton PUD for Advanced Wireless and Broadband Telecommunications Technology Collaboration.
- e. Motion to authorize the Mayor to sign a License Agreement with Mendoza Properties, LLC for a commercial business sign in the right-of-way at 518 W. Columbia Drive.
- f. Motion to accept the recommendation of the Interview Committee and appoint James Perez and Tina Phillips to the Arts Commission.
- g. Motion to accept the recommendation of the Interview Committee and appoint Ty Fischer to the Parks and Recreation Commission.
- h. Motion to accept the recommendation of the Tri-Cities Hotel & Lodging Association to reappoint Jerry Beach to serve a 2-year term as Kennewick's representative on the Tri-City Regional Hotel Motel Commission.
- i. Motion to authorize the Mayor to sign the Interlocal Agreement with Benton County for the 2019 Byrne Justice Assistance Grant (JAG) Program Award.
- j. Motion for City Council to authorize the City Manager to sign the Interlocal Agreement with the Kennewick Irrigation District for incorporating their irrigation work under the City's W. 36th Ave. Sidewalk Project.

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CITY COUNCIL REGULAR MEETING AGENDA

August 20, 2019 at 6:30 p.m.

City Hall Council Chambers | 210 W. 6th Ave

- k. Motion to award Contract P1904-19 CDBG Juniper Half Street project to TTap Construction Services in the amount of \$112,404.00, plus a 15% contingency amount of \$16,860.60, for a total amount of \$129,264.60.

4. VISITORS

5. ORDINANCES/RESOLUTIONS

- a. Ordinance 5816: Wheeled All-Terrain Vehicles on City Roadway.
- b. Ordinance 5817: Change of Zone 19-01, from Residential, Low (RL) to Residential, Medium (RM) at 4311 W. Hood Street.
- c. Ordinance 5818: Change of Zone 19-02, from Industrial, Light (IL) to Industrial, High (IH) at 1620 E. 7th Ave.
- d. Ordinance 5819: ExteNet Systems Inc. Small Cell Facilities Franchise Agreement.

6. PUBLIC HEARINGS/MEETINGS

- a. Ordinance 5820: Vacation of Public Right-of-Way at 7308 W. Hildebrand Blvd (Bob Olson Parkway).

7. NEW BUSINESS

8. UNFINISHED BUSINESS

- a. Ordinance 5812: Adding KMC Chapter 2.06 Council Code of Ethics.

9. COUNCIL COMMENTS/DISCUSSION

10. ADJOURNMENT

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CITY OF KENNEWICK
CITY COUNCIL
Regular Meeting
July 16, 2019

1. CALL TO ORDER

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

City Council and Staff Present:

Mayor Pro Tem Steve Lee	Marie Mosley	Emily Estes-Cross
Paul Parish	Greg McCormick	Vince Beasley
John Trumbo	Christina Palmer	Ken Hohenberg
Bill McKay	Lisa Beaton	Evelyn Lusignan
Chuck Torelli	Bruce Mills	Corey Osborn
Ed Frost	Terri Wright	Trevor White
Mayor Don Britain	Dan Legard	Miles Thomas

Fire Chief Vince Beasley led the Pledge of Allegiance.

2. APPROVAL OF AGENDA

Mr. McKay asked to move Item No. 3.f. to New Business for further discussion.

Mr. Trumbo asked to move Item No. 3.i. to New Business for further discussion.

Mr. McKay moved, seconded by Mr. Parish to approve the Agenda as amended. The motion passed unanimously.

3. APPROVAL OF CONSENT AGENDA

- a. Minutes of Regular Meeting of July 2, 2019.
- b. Motion to approve Claims Roster for June 28, 2019.
- c. Motion to approve Payroll Roster for June 30, 2019.
- d. Motion to cancel the regularly scheduled Council meeting of August 6, 2019, to allow Council members to attend neighborhood activities for National Night Out and City Night at Southridge.
- e. Resolution 19-15: Setting a public hearing on August 20, 2019 for a right-of-way vacation at 7308 W. Hildebrand Blvd (Bob Olson Parkway.)
- ~~f. Motion to increase the contingency amount from \$145,197.28 (10%) to \$200,111.04 (13.78%) and accept the work of C&E Trenching, LLC for Contract P1707-18, Vista Field Improvements Phase 1, in the amount of \$1,652,083.86. Moved to New Business as Item 7.a.~~
- g. Motion to award Contract P1604-19 (UPRR 24-Inch Interceptor Sewer Rehab Project Phase 2) to Iron Horse, LLC in the amount of \$977,398.91 plus a 10% construction contingency amount of \$97,739.89, for a total amount of \$1,075,138.80.
- h. Motion to award Contract P1903-19 CDBG S. Fruitland Street Sidewalk project to Allstar Construction Group Inc. in the amount of \$56,174.01, plus a 15% contingency amount of \$8,426.10, for a total amount of \$64,600.11.
- ~~i. Motion to authorize the Mayor to sign the Fuse and City of Kennewick Termination Agreement and Mutual Release of Economic Development Agreement. Moved to New Business as Item 7.b.~~

Mr. McKay moved, seconded by Mr. Parish to approve the Consent Agenda as amended. The motion passed unanimously.

4. VISITORS

Edna Carol Martell, 902 E. 6th Ave, Kennewick – Does not like the change to the hours for playing pinochle at the Senior Center.

Mike Gossett, 4005 Mojave Dr, Pasco - Does not like the changes for playing pinochle at the Senior Center.

5. ORDINANCE/RESOLUTIONS

- a. Ordinance 5815: Franchise Extension Agreement with Charter. Lisa Beaton, City Attorney reported.

ORDINANCE NO. 5815

AN ORDINANCE OF THE CITY OF KENNEWICK WASHINGTON, GRANTING A CABLE TELEVISION FRANCHISE EXTENSION TO FALCON VIDEO COMMUNICATIONS, L.P., AND FIXING AN EFFECTIVE DATE

Mr. Parish moved, seconded by Mr. Torelli to adopt Ordinance No. 5815. The motion passed unanimously.

- b. Resolution 19-17: Surplus Property at 7308 W. Hildebrand Blvd. Bruce Mills, Deputy Public Works Director reported.

RESOLUTION NO. 19-17

A RESOLUTION DECLARING SURPLUS CERTAIN REAL ESTATE LOCATED AT 7308 WEST HILDEBRAND BOULEVARD AND AUTHORIZING AN EXCHANGE OF PROPERTY WITH TRI CITIES DEVELOPMENT COMPANY, LLC FOR PROPERTY ALONG FUTURE COLORADO STREET

Mr. Parish moved, seconded by Mayor Pro Tem Lee to adopt Ordinance No. 5815. The motion passed unanimously.

6. PUBLIC HEARINGS/MEETINGS

- a. Resolution 19-16: Vacate a 15' utility easement, a 60' and 30' Right-of-Way easement located at 7308 W. Hildebrand Boulevard (Bob Olson Parkway.) Bruce Mills, Deputy Public Works Director reported.

Public hearing was opened and closed at 6:59 p.m.

RESOLUTION NO. 19-16

A RESOLUTION OF THE CITY OF KENNEWICK DECLARING SURPLUS A PORTION OF CERTAIN UTILITY EASEMENT AND RIGHT OF WAY EASEMENT LYING WITHIN 7308 WEST HILDEBRAND BOULEVARD (BOB OLSON PARKWAY)

Mr. Parish moved, seconded by Mr. Torelli to adopt Ordinance No. 5815. The motion passed unanimously.

7. NEW BUSINESS

- a. Motion to increase the contingency amount from \$145,197.28 (10%) to \$200,111.04 (13.78%) and accept the work of C&E Trenching, LLC for Contract P1707-18, Vista Field Improvements Phase 1, in the amount of \$1,652,083.86.

Mr. McKay stated he feels that the Port of Kennewick should be charged the same as another developer or contractor.

Mr. Parish moved, seconded by Mayor Pro Tem Lee to increase the contingency amount from \$145,197.28 (10%) to \$200,111.04 (13.78%) and accept the work of C&E Trenching, LLC for Contract P1707-18, Vista Field Improvements Phase 1, in the amount of \$1,652,083.86. The motion passed unanimously.

- b. Motion to authorize the Mayor to sign the Fuse and City of Kennewick Termination Agreement and Mutual Release of Economic Development Agreement.

Mr. Trumbo stated he wanted more information regarding the inherent market conditions and the shift in development in the Downtown area as it relates to this contract being terminated.

Miles Thomas, Economic Development Manager stated the inherent conditions are actually positive. There is less available office space in Downtown then when the agreement was started.

Mayor Pro Tem Lee moved, seconded by Mr. Parish to authorize the Mayor to sign the Fuse and City of Kennewick Termination Agreement and Mutual Release of Economic Development Agreement. The motion passed unanimously.

8. UNFINISHED BUSINESS - None

9. COUNCIL COMMENTS/DISCUSSION

Council members reported on their respective activities.

10. AJOURNMENT

Meeting was adjourned at 7:12 p.m.

Terri L. Wright, CMC
City Clerk

Council Agenda Coversheet



Agenda Item Number	3.b.(1)	Council Date	08/20/2019
Agenda Item Type	General Business Item		
Subject	Claims Roster		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

Consent Agenda	☒
Ordinance/Reso	☐
Public Mtg / Hrg	☐
Other	☐
Quasi-Judicial	☐

Recommendation

That Council approve the Claims Roster.

Motion for Consideration

I move to approve the Claims Roster dated July 12, 2019, in the amount \$ 3,244,481.64, and comprised of check numbers 147479 through 147920.

Summary

The payments on this Claims Roster are comprised of the following issued 06/29/2019 - 07/12/2019:

Check numbers 147479 through 147920	\$ 3,244,481.64
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Total	\$ 3,244,481.64
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The above total excludes checks written for payment of refunds and collected amounts due to other entities.

Alternatives

None.

Fiscal Impact

\$3,244,481.64.

Through

Lynne Brown
Jul 26, 14:07:48 GMT-0700 2019

Dept Head Approval

Dan Legard
Jul 29, 13:55:25 GMT-0700 2019

City Mgr Approval

Marie Mosley
Aug 15, 19:31:17 GMT-0700 2019

Attachments: Claims Roster

☐ Recording
Required?

City of Kennewick
Claims Roster

6/29/2019 - 7/12/2019

Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
001 GENERAL FUND						
010 CITY COUNCIL						
147771	07/12/2019	00440	ENERGY COMMUNITIES ALLIANCE	in	ECA MEMBERSHIP DUES	2,500.00
147798	07/12/2019	00006	IMPREST PETTY CASH FUND	in	PETTY CASH FUND	19.49
Total amount by Department						\$ 2,519.49
020 CITY MANAGER						
147798	07/12/2019	00006	IMPREST PETTY CASH FUND	in	PETTY CASH FUND	6.00
Total amount by Department						\$ 6.00
032 SUPPORT SERVICES-FINANCE						
147742	07/12/2019	02481	CI INFORMATION MANAGEMENT CI SUP	in	SHRED SERVICE	20.47
147837	07/12/2019	03700	OFFICE DEPOT INC	in	OFFICE CHAIR	433.30
147837	07/12/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	14.77
Total amount by Department						\$ 468.54
033 SUPPORT SERVICES-PURCHASING						
147786	07/12/2019	01775	GRAINGER	in	WATER DISPENSER	250.52
Total amount by Department						\$ 250.52
034 SUPPORT SERVICES - INFO SYSTEMS						
147711	07/12/2019	00730	ADVANCE TRAVEL EXPENSE	in	REIMBURSE ADVANCE TRAVEL	374.00
147756	07/12/2019	06375	COMPUNET INC	in	MAINTENANCE AGREEMENT	19,121.79
147761	07/12/2019	03344	CONSOLIDATED TECHNOLOGY SVCS	in	SCAN CHARGES	252.91
147798	07/12/2019	00006	IMPREST PETTY CASH FUND	in	PETTY CASH FUND	49.14
147825	07/12/2019	08210	MOBILEGUARD INC	in	NET GUARD	1,072.50
147880	07/12/2019	00008	TELCO WIRING & REPAIR INC	in	BROADBAND SERVICE	3,350.00
Total amount by Department						\$ 24,220.34
041 CITY CLERK						
147884	07/12/2019	00172	THE TRI-CITY HERALD	in	PUBLICATION	49.44
Total amount by Department						\$ 49.44
042 LEGAL SERVICES						
147742	07/12/2019	02481	CI INFORMATION MANAGEMENT CI SUP	in	SHRED SERVICE	42.00
147765	07/12/2019	08576	DORSETT MICHELLE	in	MILEAGE REIMBURSEMENT	377.00
147853	07/12/2019	03467	PRONTO PROCESS SERVICE, INC	in	JUNE MESSENGER SERVICE	40.00
Total amount by Department						\$ 459.00
050 CIVIL SERVICE						

City of Kennewick

Claims Roster

6/29/2019 - 7/12/2019

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Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
147729	07/12/2019	03035	BI-STATE OCCUPATIONAL SAFETY & HEA	in	PROFESSIONAL SERVICES	770.00
Total amount by Department						\$ 770.00
061 CODE ENFORCEMENT						
147727	07/12/2019	09813	B-F JUVENILE JUSTICE CTR	in	GRAFFITI ABATEMENT PROGRAM	3,100.83
Total amount by Department						\$ 3,100.83
062 LONG RANGE PLANNING						
147742	07/12/2019	02481	CI INFORMATION MANAGEMENT CI SUP	in	DOCUMENT IMAGING	1,030.50
147801	07/12/2019	05850	JAMES M DRISCOLL PS	in	JUNE 2019 HEARING EXAMINER	4,062.50
147884	07/12/2019	00172	THE TRI-CITY HERALD	in	PUBLICATION	118.65
147884	07/12/2019	00172	THE TRI-CITY HERALD	in	PUBLICATION	116.17
Total amount by Department						\$ 5,327.82
063 ECONOMIC & BUSINESS DEVELOPMENT						
147798	07/12/2019	00006	IMPREST PETTY CASH FUND	in	PETTY CASH FUND	46.00
Total amount by Department						\$ 46.00
071 POLICE DEPT. - ADMINISTRATION						
147711	07/12/2019	00730	ADVANCE TRAVEL EXPENSE	in	REIMBURSE ADVANCE TRAVEL	129.00
147877	07/12/2019	03833	STRIPE RITE INC	in	RESTRIPE & SEALCOAT	2,910.48
147896	07/12/2019	04764	UNITED PARCEL SERVICE	in	SHIPPING	15.03
Total amount by Department						\$ 3,054.51
073 POLICE DEPT. - PATROL						
147711	07/12/2019	00730	ADVANCE TRAVEL EXPENSE	in	REIMBURSE ADVANCE TRAVEL	-114.30
147798	07/12/2019	00006	IMPREST PETTY CASH FUND	in	PETTY CASH FUND	23.00
147866	07/12/2019	02681	SAGE CONTROL ORDNANCE, INC.	in	SWAT SUPPLIES	1,613.11
147873	07/12/2019	09312	SOUND UNIFORM/BRATWEAR SEATTLE S	in	TRAFFIC UNIT RAIN GEAR	5,299.68
147920	07/12/2019	02153	COOPER, LEE	in	UNIFORM ALLOWANCE	750.00
Total amount by Department						\$ 7,571.49
074 POLICE DEPT. - STAFF SERVICES						
147711	07/12/2019	00730	ADVANCE TRAVEL EXPENSE	in	REIMBURSE ADVANCE TRAVEL	419.18
Total amount by Department						\$ 419.18
075 POLICE DEPT. - INTERGOVERNMENTAL						
147767	07/12/2019	10225	DURAN MATTHEW LAWRENCE	in	HIDTA FISCAL OFFICER SERVICES	5,980.00
147869	07/12/2019	10002	SEDAM PENNY	in	HIDTA FISCAL OFFICER SERVICES	3,891.00
147906	07/12/2019	10001	WEINER JONATHAN M	in	HIDTA DIRECTOR SERVICES	6,990.00

City of Kennewick

Claims Roster

6/29/2019 - 7/12/2019

Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
Total amount by Department						\$ 16,861.00
076 POLICE DEPT - PROFESSIONAL STANDARDS						
147725	07/12/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	20.60
Total amount by Department						\$ 20.60
081 FIRE DEPT. - ADMINISTRATION						
147751	07/12/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE - STATION 1	19.65
147751	07/12/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE - STATION 4	10.48
147751	07/12/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE - STATION 5	26.20
147751	07/12/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE - STATION 1	23.58
147751	07/12/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE - STATION 4	7.86
147751	07/12/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE - STATION 3	26.20
147769	07/12/2019	09493	EMS TECHNOLOGY SOLUTIONS LLC	in	LICENSES	1,970.00
147856	07/12/2019	00957	RANCH & HOME INC	in	PROPANE	7.14
147863	07/12/2019	00011	ROTARY CLUB OF COLUMBIA CENTER	in	ROTARY DUES	125.50
Total amount by Department						\$ 2,216.61
082 FIRE DEPT. - SUPPRESSION						
147708	07/12/2019	00552	10TH AVENUE CLEANERS,LLC	in	UNIFORM ALTERATIONS	10.17
147708	07/12/2019	00552	10TH AVENUE CLEANERS,LLC	in	SEW UNIFORM PATCHES	2.04
147708	07/12/2019	00552	10TH AVENUE CLEANERS,LLC	in	UNIFORM REPAIR & CLEANING	3.65
147708	07/12/2019	00552	10TH AVENUE CLEANERS,LLC	in	SEW UNIFORM PATCHES	1.23
147708	07/12/2019	00552	10TH AVENUE CLEANERS,LLC	in	UNIFORM REPAIR & CLEANING	12.12
147708	07/12/2019	00552	10TH AVENUE CLEANERS,LLC	in	SEW UNIFORM PATCHES	4.89
147708	07/12/2019	00552	10TH AVENUE CLEANERS,LLC	in	SEW UNIFORM PATCHES	2.44
147708	07/12/2019	00552	10TH AVENUE CLEANERS,LLC	in	SEW UNIFORM PATCHES	2.44
147708	07/12/2019	00552	10TH AVENUE CLEANERS,LLC	in	SEW UNIFORM PATCHES	2.44
147782	07/12/2019	05823	GALLS, LLC	in	UNIFORM PANTS	39.16
147809	07/12/2019	04244	L N CURTIS & SONS	in	FIRE TURNOUTS	34,993.68
147809	07/12/2019	04244	L N CURTIS & SONS	in	FIRE TURNOUTS	39,156.28
147862	07/12/2019	05200	ROMERO, DELREY	in	UNIFORM ALLOWANCE	33.75
147897	07/12/2019	05807	UPTOWN CLEANERS	in	2019-2020 UNIFORM LAUNDRY SERVICES	14.54
147897	07/12/2019	05807	UPTOWN CLEANERS	in	2019-2020 UNIFORM LAUNDRY SERVICES	17.10
147897	07/12/2019	05807	UPTOWN CLEANERS	in	2019-2020 UNIFORM LAUNDRY SERVICES	16.25
147897	07/12/2019	05807	UPTOWN CLEANERS	in	2019-2020 UNIFORM LAUNDRY SERVICES	13.68
147897	07/12/2019	05807	UPTOWN CLEANERS	in	2019-2020 UNIFORM LAUNDRY SERVICES	19.38
147897	07/12/2019	05807	UPTOWN CLEANERS	in	2019-2020 UNIFORM LAUNDRY SERVICES	11.40
147897	07/12/2019	05807	UPTOWN CLEANERS	in	2019-2020 UNIFORM LAUNDRY SERVICES	15.11

City of Kennewick

Claims Roster

6/29/2019 - 7/12/2019

Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
147897	07/12/2019	05807	UPTOWN CLEANERS	in	2019-2020 UNIFORM LAUNDRY SERVICES	15.11
Total amount by Department						\$ 74,386.86
090 ENGINEERING						
147827	07/12/2019	03962	MUNICIPAL SVCS PETTY CASH	in	PETTY CASH REIMB	20.13
147837	07/12/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	3.26
147837	07/12/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	3.78
147837	07/12/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	34.02
147837	07/12/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	20.01
147837	07/12/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	0.98
147837	07/12/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	40.75
147837	07/12/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	46.69
147837	07/12/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	8.00
147837	07/12/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	2.92
147837	07/12/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	13.88
147837	07/12/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	11.39
147837	07/12/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	11.73
147837	07/12/2019	03700	OFFICE DEPOT INC	in	CREDIT	-0.98
147849	07/12/2019	01479	PPI GROUP INC	in	TAPE MEASURES	104.50
Total amount by Department						\$ 321.06
101 CORPORATE & COMMUNITY SERVICES						
147814	07/12/2019	09277	LOURDES OCCUPATIONAL HEALTH	in	PROFESSIONAL SERVICES	90.00
147830	07/12/2019	01030	NAVIA BENEFIT SOLUTIONS CLIENT PAY	in	FLEX PLAN SERVICES	460.65
147907	07/12/2019	07879	WESLEY GROUP, THE TWG CONSULTING	in	PROFESSIONAL SERVICES	562.50
Total amount by Department						\$ 1,113.15
113 PARKS DEPT.-RECREATION SERVICES						
147712	07/12/2019	08444	ALL ABOUT EMBROIDERY KATHLEEN A	in	STAFF SHIRTS	75.99
147742	07/12/2019	02481	CI INFORMATION MANAGEMENT CI SUP	in	SHRED SERVICE	40.93
147747	07/12/2019	08131	CIVICPLUS ICON ENTERPRISES INC	in	CIVIC REC	14,934.87
147748	07/12/2019	05296	CKJT ARCHITECTS PLLC	in	COMMUNITY CTR REMODEL	2,364.00
147889	07/12/2019	03358	TRI-CITIES UMPIRE ASSOCIATION	in	UMPIRE FEES	684.00
147891	07/12/2019	09631	TRI-CITIES WU YING TAO	in	MARTIAL ARTS INSTRUCTION	1,169.00
Total amount by Department						\$ 19,268.79
114 PARKS DEPT.-FACILITIES MAINT.						
147679	07/01/2019	07698	WRIGHT DAMIEN	in	OE JEANS	102.48
147707	07/11/2019	00093	BENTON FRANKLIN DISTRICT HEALTH	in	POOL PERMIT	307.00

City of Kennewick

Claims Roster

6/29/2019 - 7/12/2019

Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
147716	07/12/2019	05911	AMERICAN BUILDING MAINTENANCE	in	JANITORIAL SVC	13,171.46
147718	07/12/2019	03088	APOLLO MECHANICAL CONTRACTORS A	in	JULY 2019 HVAC MAINT.	3,049.47
147719	07/12/2019	02395	AQUATIC SPECIALTY SERVICES INC.	in	MATERIALS & LABOR	711.34
147725	07/12/2019	00084	BENTON PUD NO. 1	in	COLUMBIA PARK	2,757.98
147725	07/12/2019	00084	BENTON PUD NO. 1	in	COLUMBIA PARK	44.20
147725	07/12/2019	00084	BENTON PUD NO. 1	in	CITY PARKS	8,080.47
147725	07/12/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	856.31
147725	07/12/2019	00084	BENTON PUD NO. 1	in	CITY PARKS	278.64
147725	07/12/2019	00084	BENTON PUD NO. 1	in	CITY FACILITIES	13,952.00
147733	07/12/2019	00749	BUILDERS HARDWARE & SUPPLY CO	in	PARTS & SUPPLIES	37.66
147736	07/12/2019	04809	CARBON ONE LLC	in	FIELD FERTILIZER	336.66
147736	07/12/2019	04809	CARBON ONE LLC	in	FERTIGATION SYSTEM	760.20
147736	07/12/2019	04809	CARBON ONE LLC	in	TREE FERTILIZER	434.40
147736	07/12/2019	04809	CARBON ONE LLC	in	TREE FERTILIZER	1,031.70
147736	07/12/2019	04809	CARBON ONE LLC	in	LIQUID FERTILIZER	1,642.57
147773	07/12/2019	05426	EWING IRRIGATION PRODUCTS, INC	in	BALL FIELD CHALK	771.49
147774	07/12/2019	00166	FARMERS EXCHANGE	in	WEED EATER STRING	59.72
147774	07/12/2019	00166	FARMERS EXCHANGE	in	MOWER MAINTENANCE	97.74
147774	07/12/2019	00166	FARMERS EXCHANGE	in	MOWER MAINTENANCE	32.58
147774	07/12/2019	00166	FARMERS EXCHANGE	in	WEED EATER STRING	38.00
147774	07/12/2019	00166	FARMERS EXCHANGE	in	LAWN MOWER REPAIR	104.91
147774	07/12/2019	00166	FARMERS EXCHANGE	in	WEED EATER STRING	61.64
147774	07/12/2019	00166	FARMERS EXCHANGE	in	WEED EATER STRING	43.43
147774	07/12/2019	00166	FARMERS EXCHANGE	in	WEED EATER HEAD	34.74
147774	07/12/2019	00166	FARMERS EXCHANGE	in	WEED EATER HEAD	34.74
147774	07/12/2019	00166	FARMERS EXCHANGE	in	WEED EATER	912.21
147778	07/12/2019	00086	FERGUSON ENTERPRISES INC	in	MAINTENANCE SUPPLIES	434.39
147786	07/12/2019	01775	GRAINGER	in	SAFETY SUPPLIES	212.05
147806	07/12/2019	06917	KELLER SUPPLY COMPANY	in	PLUMBING REPAIR	35.89
147806	07/12/2019	06917	KELLER SUPPLY COMPANY	in	PLUMBING TOOLS	3,568.41
147807	07/12/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	HOSE BIB KEYS	24.48
147807	07/12/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	IRRIGATION REPAIR	68.49
147807	07/12/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	IRRIGATION REPAIR	130.42
147807	07/12/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	IRRIGATION REPAIR	98.33
147807	07/12/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	SPRINKLER REPLACEMENT	570.92
147807	07/12/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	FAUCET HANDLES	21.65
147807	07/12/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	IRRIGATION REPAIR	41.32

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147807	07/12/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	IRRIGATION REPAIR	56.47
147807	07/12/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	ZIP TIES	177.98
147807	07/12/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	POOL PUMP REPAIR	7.03
147807	07/12/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	RESTROOM REPAIRS	324.63
147807	07/12/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	POOL REPAIRS	199.39
147807	07/12/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	POOL REPAIR	474.48
147807	07/12/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	POOL REPAIR	56.04
147807	07/12/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	RESTROOM REPAIRS	18.85
147815	07/12/2019	03154	M & M BOLT COMPANY, LLC	in	INVENTORY	25.09
147826	07/12/2019	05112	MOON SECURITY SERVICES, INC	in	CITY HALL - 112317	44.53
147826	07/12/2019	05112	MOON SECURITY SERVICES, INC	in	KPD - 11305	67.88
147826	07/12/2019	05112	MOON SECURITY SERVICES, INC	in	FROST- 119529	38.02
147826	07/12/2019	05112	MOON SECURITY SERVICES, INC	in	SOUTHRIDGE -17229	76.02
147826	07/12/2019	05112	MOON SECURITY SERVICES, INC	in	FIRE - 27578	41.27
147837	07/12/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	9.06
147837	07/12/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	42.56
147855	07/12/2019	00957	RANCH & HOME INC	in	PLAYGROUND REPAIR	221.49
147856	07/12/2019	00957	RANCH & HOME INC	in	IRRIGATION REPAIRS	28.16
147856	07/12/2019	00957	RANCH & HOME INC	in	IRRIGATION REPAIR	4.76
147856	07/12/2019	00957	RANCH & HOME INC	in	PUMP SPRAYER	54.29
147861	07/12/2019	04618	RODDA PAINT COMPANY	in	PAINTING SUPPLIES	44.30
147871	07/12/2019	07555	SHERWIN-WILLIAMS COMPANY	in	FIELD MARKING PAINT	270.58
147871	07/12/2019	07555	SHERWIN-WILLIAMS COMPANY	in	SKATE PARK PAINT	332.97
147871	07/12/2019	07555	SHERWIN-WILLIAMS COMPANY	in	PAINT	138.08
147886	07/12/2019	05945	THYSSENKRUPP ELEVATOR CORP	in	ELEVATOR MAINTENANCE	48.84
147898	07/12/2019	03564	US LINEN AND UNIFORM	in	LINEN SERVICE	194.66
147904	07/12/2019	01035	WASHINGTON HARDWARE AND FURNIT	in	JANITORIAL SUPPLIES	96.60
147904	07/12/2019	01035	WASHINGTON HARDWARE AND FURNIT	in	POOL PAINT SUPPLIES	5.15
147904	07/12/2019	01035	WASHINGTON HARDWARE AND FURNIT	in	POOL REPAIR	5.42
147904	07/12/2019	01035	WASHINGTON HARDWARE AND FURNIT	in	POOL SUPPLIES	26.04
147904	07/12/2019	01035	WASHINGTON HARDWARE AND FURNIT	in	EMERGENCY PHONE	46.65
147904	07/12/2019	01035	WASHINGTON HARDWARE AND FURNIT	in	LIGHT REPAIR	9.76
Total amount by Department						\$ 58,139.14
120 NON-DEPARTMENTAL						
147716	07/12/2019	05911	AMERICAN BUILDING MAINTENANCE	in	JANITORIAL SVC	4,590.86
147718	07/12/2019	03088	APOLLO MECHANICAL CONTRACTORS A	in	JULY 2019 HVAC MAINT.	247.61
147725	07/12/2019	00084	BENTON PUD NO. 1	in	CITY FACILITIES	4,042.00

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147820	07/12/2019	08208	MCBRIDE PUBLIC AFFAIRS LLC THOMAS	in	LOBBYIST EXPENSES	4,120.00
147826	07/12/2019	05112	MOON SECURITY SERVICES, INC	in	MCL - 113129	44.53
Total amount by Department						\$ 13,045.00
Total amount by Fund						\$ 233,635.37
101 STREET FUND						
010 STREETS						
147720	07/12/2019	02181	ARROW CONSTRUCTION SUPPLY INC	in	COLD MIX	2,320.74
147720	07/12/2019	02181	ARROW CONSTRUCTION SUPPLY INC	in	TACK SPRAYER	57.73
147724	07/12/2019	03707	BAXTER AUTO PARTS	in	REPAIRS - TRUCK 126	10.14
147786	07/12/2019	01775	GRAINGER	in	SAFETY SUPPLIES	222.84
147799	07/12/2019	00113	INLAND ASPHALT COMPANY	in	HOT MIX	580.25
147799	07/12/2019	00113	INLAND ASPHALT COMPANY	in	HOT MIX	1,444.27
147799	07/12/2019	00113	INLAND ASPHALT COMPANY	in	HOT MIX	539.31
147799	07/12/2019	00113	INLAND ASPHALT COMPANY	in	HOT MIX	580.25
147799	07/12/2019	00113	INLAND ASPHALT COMPANY	in	HOT MIX	513.90
147827	07/12/2019	03962	MUNICIPAL SVCS PETTY CASH	in	PETTY CASH REIMB	7.36
147837	07/12/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	1.09
147837	07/12/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	1.26
147837	07/12/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	11.34
147837	07/12/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	6.67
147837	07/12/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	0.33
147837	07/12/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	2.67
147837	07/12/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	0.98
147837	07/12/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	4.63
147837	07/12/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	3.80
147837	07/12/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	3.91
147837	07/12/2019	03700	OFFICE DEPOT INC	in	CREDIT	-0.33
147843	07/12/2019	06603	PAPE MACHINERY INC	in	EQUIPMENT RENTAL	1,563.84
147910	07/12/2019	01755	WILBUR-ELLIS COMPANY	in	WEED CONTROL	193.85
Total amount by Department						\$ 8,070.83
020 TRAFFIC						
147711	07/12/2019	00730	ADVANCE TRAVEL EXPENSE	in	REIMBURSE ADVANCE TRAVEL	170.00
147725	07/12/2019	00084	BENTON PUD NO. 1	in	SIGNALS	3,389.62
147725	07/12/2019	00084	BENTON PUD NO. 1	in	CITY FACILITIES	31.55
147725	07/12/2019	00084	BENTON PUD NO. 1	in	FLASHERS	223.47

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147725	07/12/2019	00084	BENTON PUD NO. 1	in	STREET LIGHTS	16,651.37
147805	07/12/2019	00417	KAR-GOR INC	in	CAMERA CABLE	3,501.61
147827	07/12/2019	03962	MUNICIPAL SVCS PETTY CASH	in	PETTY CASH REIMB	28.66
147835	07/12/2019	07229	NORTHWEST SIGN RECYCLING	in	STREET SIGNS	1,391.91
147837	07/12/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	1.63
147837	07/12/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	1.89
147837	07/12/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	17.02
147837	07/12/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	10.01
147837	07/12/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	0.49
147837	07/12/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	4.01
147837	07/12/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	1.47
147837	07/12/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	6.94
147837	07/12/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	5.69
147837	07/12/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	5.87
147837	07/12/2019	03700	OFFICE DEPOT INC	in	CREDIT	-0.47
147847	07/12/2019	06654	PIPER ALISHA	in	TRAVEL EXPENSE	198.20
147854	07/12/2019	01817	RADIO SERVICE COMPANY INC	in	MAINTENANCE CHARGES	55.19
147861	07/12/2019	04618	RODDA PAINT COMPANY	in	PAINT - TRAFFIC	56,247.74
147875	07/12/2019	09345	SPOKANE PUMP INC	in	REPAIRS - PAINT TRUCK	1,264.92
Total amount by Department						\$ 83,208.79
Total amount by Fund						\$ 91,279.62
102 ARTERIAL STREET FUND						
010 ARTERIAL STREET FUND						
147799	07/12/2019	00113	INLAND ASPHALT COMPANY	in	CONTRACT P1911-19	106,601.64
Total amount by Department						\$ 106,601.64
Total amount by Fund						\$ 106,601.64
103 URBAN ARTERIAL STREET FUND						
010 REIMBURSEABLE GRANTS						
147827	07/12/2019	03962	MUNICIPAL SVCS PETTY CASH	in	PETTY CASH REIMB	28.70
147851	07/12/2019	04920	PREMIER EXCAVATION INC	in	CONTRACT P1309-18	150,944.39
Total amount by Department						\$ 150,973.09
Total amount by Fund						\$ 150,973.09
106 BI-PIN OPERATIONS FUND						

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010 BI-PIN OPERATIONS FUND						
147744	07/12/2019	05677	CITRIX SYSTEMS INC.	in	CITRIX 2019 MAINT RENEWAL	5,937.25
147880	07/12/2019	00008	TELCO WIRING & REPAIR INC	in	BROADBAND SERVICE	270.00
Total amount by Department						\$ 6,207.25
Total amount by Fund						\$ 6,207.25
107 COMMUNITY DEVELOPMENT FUND						
040 HOME						
147726	07/12/2019	04125	BENTON-FRANKLIN TITLE CO.	in	RECORDING FEE	180.00
147779	07/12/2019	02294	FIRST AMERICAN TITLE INSURANCE COI	in	HOME DPA	10,000.00
147895	07/12/2019	04380	TU DECIDES (YOU DECIDE - A BILINGUA	in	DISPLAY AD	250.00
Total amount by Department						\$ 10,430.00
330 INTERGOVERNMENTAL REVENUE						
147746	07/12/2019	00100	CITY OF RICHLAND	in	HOME PAYOFF	9,000.00
147746	07/12/2019	00100	CITY OF RICHLAND	in	HOME PAYOFF	9,000.00
Total amount by Department						\$ 18,000.00
Total amount by Fund						\$ 28,430.00
116 LODGING TAX FUND						
010 LODGING TAX FUND						
147890	07/12/2019	00176	TRI-CITIES VISITOR & CONVENTION BUF	in	CONTRACT DUES 2019	22,092.00
Total amount by Department						\$ 22,092.00
Total amount by Fund						\$ 22,092.00
117 CRIMINAL JUSTICE SALES TAX FUND						
010 CRIMINAL JUSTICE SALES TAX FUND						
147867	07/12/2019	10226	SANGUINO LAURENCIO	in	MILEAGE REIMBURSEMENT	535.34
147919	07/12/2019	08437	ROSSER SETH	in	UNIFORM ALLOWANCE	312.50
Total amount by Department						\$ 847.84
Total amount by Fund						\$ 847.84
300 CAPITAL IMPROVEMENTS FUND						
010 STREET IMPROVEMENTS						
147734	07/12/2019	07832	C&E TRENCHING LLC	in	CONTRACT P1707-18	27,885.55
147745	07/12/2019	00435	CITY OF PASCO	in	INTERLOCAL AGREEMENT	85,749.30

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147827	07/12/2019	03962	MUNICIPAL SVCS PETTY CASH	in	PETTY CASH REIMB	11.00
147858	07/12/2019	03569	RAY POLAND AND SONS INC	in	CONTRACT P1820-19	228,332.24
Total amount by Department						\$ 341,978.09
020 LAND AND FACILITIES						
147714	07/12/2019	04173	ALL-SAFE ABATEMENT	in	ASBESTOS REMOVAL	2,199.16
147834	07/12/2019	00648	NORTHWEST PLAYGROUND EQUIPMENT	in	PARKS AMENITIES	7,329.84
Total amount by Department						\$ 9,529.00
040 PARK RESERVE						
147858	07/12/2019	03569	RAY POLAND AND SONS INC	in	CONTRACT# 18-006 RFB	60,150.05
147881	07/12/2019	02678	TERRELL, MICHAEL LANDSCAPE ARCHIT	in	CASCADE LINEAR PARK	428.50
Total amount by Department						\$ 60,578.55
900 CAPITAL PURCHASES						
147756	07/12/2019	06375	COMPUNET INC	in	ERP REPLACEMENT	229,047.30
147828	07/12/2019	09289	MUNICODE MUNICIPAL CODE CORP	in	WEB HOSTING	181.86
147885	07/12/2019	10109	THORNBURG COMPUTER SERVICES LLC	in	THUNDERBOLT DOCK	7,745.90
Total amount by Department						\$ 236,975.06
Total amount by Fund						\$ 649,060.70
401 WATER AND SEWER FUND						
147778	07/12/2019	00086	FERGUSON ENTERPRISES INC	in	INVENTORY	4,462.06
Total amount by Department						\$ 4,462.06
010 WATER/SEWER OPERATIONS						
147715	07/12/2019	09403	ALLSTAR CONSTRUCTION GROUP,INC	in	CONTRACT P1913-19	22,616.41
147717	07/12/2019	07400	ANALYTICAL SERVICES INC	in	LAB SERVICES	215.00
147718	07/12/2019	03088	APOLLO MECHANICAL CONTRACTORS A	in	JULY 2019 HVAC MAINT.	700.49
147722	07/12/2019	00214	BASIN DEPARTMENT STORE	in	UNIFORM ALLOWANCE	178.64
147722	07/12/2019	00214	BASIN DEPARTMENT STORE	in	UNIFORM ALLOWANCE	232.40
147723	07/12/2019	04052	BATTERIES PLUS	in	TRUCK CHARGER	51.10
147725	07/12/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	37,593.52
147725	07/12/2019	00084	BENTON PUD NO. 1	in	SEWER LIFT STATIONS	4,943.80
147725	07/12/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	32,228.57
147725	07/12/2019	00084	BENTON PUD NO. 1	in	CITY PARKS	13,527.49
147725	07/12/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	343.58
147725	07/12/2019	00084	BENTON PUD NO. 1	in	WATER FILTRATION	23,135.09

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147728	07/12/2019	06149	BIG D'S CONSTRUCTION OF TRI-CITIES II	in	CONTRACT P1706-19	218,846.38
147730	07/12/2019	09733	BNSF RAILWAY COMPANY	in	PRIVATE ROAD XING	100.00
147731	07/12/2019	00458	BRIGGS, PAUL	in	UNIFORM ALLOWANCE	141.17
147734	07/12/2019	07832	C&E TRENCHING LLC	in	CONTRACT P1707-18	48,303.44
147740	07/12/2019	05050	CENTRAL HOSE & FITTINGS INC	in	PARTS & SUPPLIES	12.14
147752	07/12/2019	06389	COLUMBIA ELECTRIC SUPPLY	in	RELAY CLIPS	15.96
147758	07/12/2019	04226	CONCRETE SPECIAL TIES	in	VENT REPAIRS	86.34
147759	07/12/2019	04853	CONNELL OIL INC DBA 76 DISTRIBUTINC	in	CLARIFIER OIL	276.33
147760	07/12/2019	04907	CONSOLIDATED SUPPLY CO	in	FIRE HYDRANT	2,694.83
147760	07/12/2019	04907	CONSOLIDATED SUPPLY CO	in	FIRE HYDRANT	2,388.68
147763	07/12/2019	09791	CUEVAS EDDIE	in	UNIFORM ALLOWANCE	135.72
147770	07/12/2019	09032	ENDRESS + HAUSER INC	in	SCADA EQUIPMENT	954.46
147777	07/12/2019	04147	FEDEX	in	SHIPPING	162.42
147778	07/12/2019	00086	FERGUSON ENTERPRISES INC	in	FIRE HYDRANT METER	1,687.66
147780	07/12/2019	05910	FRANKLIN CONSERVATION DISTRICT	in	EDUCATION PROGRAM	12,941.47
147786	07/12/2019	01775	GRAINGER	in	CHLORINE TANK REPAIR	20.27
147786	07/12/2019	01775	GRAINGER	in	PIPE CEMENT	35.70
147786	07/12/2019	01775	GRAINGER	in	PUMP HOSE	65.48
147787	07/12/2019	06588	GREEN RIVER COMMUNITY COLLEGE /W	in	ASBESTOS TRAINING	210.00
147787	07/12/2019	06588	GREEN RIVER COMMUNITY COLLEGE /W	in	ASBESTOS TRAINING	210.00
147787	07/12/2019	06588	GREEN RIVER COMMUNITY COLLEGE /W	in	ASBESTOS TRAINING	210.00
147787	07/12/2019	06588	GREEN RIVER COMMUNITY COLLEGE /W	in	ASBESTOS TRAINING	210.00
147787	07/12/2019	06588	GREEN RIVER COMMUNITY COLLEGE /W	in	ASBESTOS TRAINING	210.00
147787	07/12/2019	06588	GREEN RIVER COMMUNITY COLLEGE /W	in	ASBESTOS TRAINING	210.00
147789	07/12/2019	07234	GROUNDWATER SOLUTIONS INC DBA GSE	in	CONSULTANT SERVICES	1,479.90
147790	07/12/2019	02612	H & N ELECTRIC	in	REEL MOTOR - TV VAN	508.25
147791	07/12/2019	00865	H D FOWLER COMPANY INC	in	SMALL TOOLS	38.52
147791	07/12/2019	00865	H D FOWLER COMPANY INC	in	BIT - MANUAL TAPPER	48.53
147791	07/12/2019	00865	H D FOWLER COMPANY INC	in	PARTS - MANUAL TAPPER	16.30
147792	07/12/2019	00015	HARBOR FREIGHT TOOLS	in	PAINT SUPPLIES	108.00
147793	07/12/2019	06569	HDR INC	in	CONSULTANT AGREEMENT	4,440.46
147793	07/12/2019	06569	HDR INC	in	CONSULTANT AGREEMENT	22,486.08
147793	07/12/2019	06569	HDR INC	in	CONSULTANT AGREEMENT	8,631.82
147797	07/12/2019	09099	IDEXX DISTRIBUTION INC	in	LAB SUPPLIES	124.50
147797	07/12/2019	09099	IDEXX DISTRIBUTION INC	in	LAB SUPPLIES	167.15
147804	07/12/2019	01037	KAMAN INDUSTRIAL TECHNOLOGIES	in	PARTS & SUPPLIES	68.53
147804	07/12/2019	01037	KAMAN INDUSTRIAL TECHNOLOGIES	in	PARTS & SUPPLIES	94.12

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147807	07/12/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	WASHDOWN VALVE	46.18
147807	07/12/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	IRRIGATION REPAIR	302.54
147807	07/12/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	IRRIGATION REPAIR	6.78
147818	07/12/2019	10207	MATERIALS TESTING & INSPECTION	in	TESTING SERVICES	692.50
147826	07/12/2019	05112	MOON SECURITY SERVICES, INC	in	WFP - 10128	41.27
147826	07/12/2019	05112	MOON SECURITY SERVICES, INC	in	SCADA - DAK0001	31.50
147827	07/12/2019	03962	MUNICIPAL SVCS PETTY CASH	in	PETTY CASH REIMB	73.43
147833	07/12/2019	04466	NORTHSTAR CHEMICAL INC	in	SODIUM HYPOCHLORITE	638.30
147837	07/12/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	3.26
147837	07/12/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	3.78
147837	07/12/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	34.02
147837	07/12/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	20.01
147837	07/12/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	0.98
147837	07/12/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	8.00
147837	07/12/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	2.92
147837	07/12/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	13.88
147837	07/12/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	11.39
147837	07/12/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	11.73
147837	07/12/2019	03700	OFFICE DEPOT INC	in	CREDIT	-0.98
147846	07/12/2019	07671	PETERSON STRUCTURAL ENGINEERS	in	CONSULTANT SERVICES	1,932.00
147848	07/12/2019	00329	PLATT ELECTRIC SUPPLY COMPANY REX	in	NETWORK CABLES	40.58
147851	07/12/2019	04920	PREMIER EXCAVATION INC	in	CONTRACT P1309-18	3,267.35
147854	07/12/2019	01817	RADIO SERVICE COMPANY INC	in	MAINTENANCE CHARGES	56.86
147879	07/12/2019	06864	TAPANI INC	in	CONTRACT P1606-18	498,238.51
147884	07/12/2019	00172	THE TRI-CITY HERALD	in	PUBLICATION	31.54
147884	07/12/2019	00172	THE TRI-CITY HERALD	in	PUBLICATION	216.65
147887	07/12/2019	00930	TOTAL ENERGY MANAGEMENT	in	RADIOS	2,764.71
147894	07/12/2019	00393	TROJAN TECHNOLOGIES	in	SENSOR REPAIR	814.50
147898	07/12/2019	03564	US LINEN AND UNIFORM	in	LINEN SERVICE	65.16
147899	07/12/2019	07925	USA BLUEBOOK	in	SMALL TOOLS	153.19
147899	07/12/2019	07925	USA BLUEBOOK	in	HYPO FITTINGS	138.53
147900	07/12/2019	03881	UTILITIES UNDERGROUND LOCATION C	in	UTILITY LOCATES	486.33
147901	07/12/2019	00030	VERIZON NORTHWEST	in	AIR CARD FOR CAMERA PROJECT	50.04
147908	07/12/2019	00664	WESTERN GROUNDWATER SERVICES LL	in	CONSULTANT SERVICES	6,350.00
Total amount by Department						\$ 980,654.14
Total amount by Fund						\$ 985,116.20

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402 MEDICAL SERVICES FUND						
010 MEDICAL SERVICES						
147708	07/12/2019	00552	10TH AVENUE CLEANERS,LLC	in	UNIFORM ALTERATIONS	57.60
147708	07/12/2019	00552	10TH AVENUE CLEANERS,LLC	in	SEW UNIFORM PATCHES	11.54
147708	07/12/2019	00552	10TH AVENUE CLEANERS,LLC	in	UNIFORM REPAIR & CLEANING	20.68
147708	07/12/2019	00552	10TH AVENUE CLEANERS,LLC	in	SEW UNIFORM PATCHES	6.92
147708	07/12/2019	00552	10TH AVENUE CLEANERS,LLC	in	UNIFORM REPAIR & CLEANING	68.68
147708	07/12/2019	00552	10TH AVENUE CLEANERS,LLC	in	SEW UNIFORM PATCHES	27.69
147708	07/12/2019	00552	10TH AVENUE CLEANERS,LLC	in	SEW UNIFORM PATCHES	13.85
147708	07/12/2019	00552	10TH AVENUE CLEANERS,LLC	in	SEW UNIFORM PATCHES	13.85
147708	07/12/2019	00552	10TH AVENUE CLEANERS,LLC	in	SEW UNIFORM PATCHES	13.85
147721	07/12/2019	07618	ARROW INTERNATIONAL	in	IV SUPPLIES	1,115.50
147721	07/12/2019	07618	ARROW INTERNATIONAL	in	IV SUPPLIES	64.62
147737	07/12/2019	07715	CARDINAL HEALTH 411, INC	in	MEDICATION	79.76
147737	07/12/2019	07715	CARDINAL HEALTH 411, INC	in	MEDICATION	178.56
147737	07/12/2019	07715	CARDINAL HEALTH 411, INC	in	MEDICATION	76.84
147737	07/12/2019	07715	CARDINAL HEALTH 411, INC	in	MEDICATION	178.56
147737	07/12/2019	07715	CARDINAL HEALTH 411, INC	in	MEDICATION	9.74
147737	07/12/2019	07715	CARDINAL HEALTH 411, INC	in	MEDICATION	9.74
147737	07/12/2019	07715	CARDINAL HEALTH 411, INC	in	MEDICATION	119.02
147742	07/12/2019	02481	CI INFORMATION MANAGEMENT CI SUP.	in	SHRED SERVICE	20.46
147751	07/12/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE - STATION 1	19.65
147751	07/12/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE - STATION 4	10.48
147751	07/12/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE - STATION 5	26.20
147751	07/12/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE - STATION 1	23.58
147751	07/12/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE - STATION 4	7.86
147751	07/12/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE - STATION 3	26.20
147769	07/12/2019	09493	EMS TECHNOLOGY SOLUTIONS LLC	in	LICENSES	1,000.00
147782	07/12/2019	05823	GALLS, LLC	in	UNIFORM PANTS	221.89
147812	07/12/2019	08868	LIFE-ASSIST	in	MEDICAL SUPPLIES	251.55
147812	07/12/2019	08868	LIFE-ASSIST	in	MEDICAL SUPPLIES	928.25
147812	07/12/2019	08868	LIFE-ASSIST	in	MEDICAL SUPPLIES	32.31
147812	07/12/2019	08868	LIFE-ASSIST	in	MEDICAL SUPPLIES	53.66
147831	07/12/2019	05532	NORCO, INC.	in	CYLINDER RENTAL	22.15
147841	07/12/2019	00917	OXARC, INC.	in	OXYGEN	103.84
147841	07/12/2019	00917	OXARC, INC.	in	OXYGEN	94.41
147841	07/12/2019	00917	OXARC, INC.	in	CYLINDER RENTAL	181.36

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147856	07/12/2019	00957	RANCH & HOME INC	in	PROPANE	7.13
147862	07/12/2019	05200	ROMERO, DELREY	in	UNIFORM ALLOWANCE	191.25
147863	07/12/2019	00011	ROTARY CLUB OF COLUMBIA CENTER	in	ROTARY DUES	125.50
147893	07/12/2019	00512	TRITECH SOFTWARE SYSTEMS	in	ANNUAL BILLING	12,304.56
147897	07/12/2019	05807	UPTOWN CLEANERS	in	2019-2020 UNIFORM LAUNDRY SERVICES	82.39
147897	07/12/2019	05807	UPTOWN CLEANERS	in	2019-2020 UNIFORM LAUNDRY SERVICES	96.93
147897	07/12/2019	05807	UPTOWN CLEANERS	in	2019-2020 UNIFORM LAUNDRY SERVICES	92.08
147897	07/12/2019	05807	UPTOWN CLEANERS	in	2019-2020 UNIFORM LAUNDRY SERVICES	77.54
147897	07/12/2019	05807	UPTOWN CLEANERS	in	2019-2020 UNIFORM LAUNDRY SERVICES	109.85
147897	07/12/2019	05807	UPTOWN CLEANERS	in	2019-2020 UNIFORM LAUNDRY SERVICES	64.62
147897	07/12/2019	05807	UPTOWN CLEANERS	in	2019-2020 UNIFORM LAUNDRY SERVICES	85.62
147897	07/12/2019	05807	UPTOWN CLEANERS	in	2019-2020 UNIFORM LAUNDRY SERVICES	85.62
147918	07/12/2019	06869	ZOLL MEDICAL CORPORATION	in	MEDICAL SUPPLIES	64.12
Total amount by Department						\$ 18,478.06
Total amount by Fund						\$ 18,478.06
403 BUILDING SAFETY FUND						
010 BUILDING SAFETY						
147882	07/12/2019	06977	THE BUILDING DEPARTMENT INC	in	CONTRACT INSPECTIONS	1,837.50
Total amount by Department						\$ 1,837.50
Total amount by Fund						\$ 1,837.50
404 COLISEUM FUND						
010 COLISEUM						
147713	07/12/2019	10058	ALLIANCE MANAGEMENT & CONSTRU	in	TOYOTA CENTER	3,500.00
147836	07/12/2019	04341	O'BRIEN CONSTRUCTION	in	CONTRACT 18-042	535,845.29
Total amount by Department						\$ 539,345.29
Total amount by Fund						\$ 539,345.29
405 STORMWATER UTILITY FUND						
010 STORMWATER						
147715	07/12/2019	09403	ALLSTAR CONSTRUCTION GROUP,INC	in	CONTRACT P1913-19	11,904.24
147780	07/12/2019	05910	FRANKLIN CONSERVATION DISTRICT	in	EDUCATION PROGRAM	2,860.08
147786	07/12/2019	01775	GRAINGER	in	SAFETY SUPPLIES	100.96
147837	07/12/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	1.61
147837	07/12/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	1.88

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147837	07/12/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	17.02
147837	07/12/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	10.01
147837	07/12/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	0.47
147837	07/12/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	4.01
147837	07/12/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	1.46
147837	07/12/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	6.93
147837	07/12/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	5.69
147837	07/12/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	5.87
147837	07/12/2019	03700	OFFICE DEPOT INC	in	CREDIT	-0.49
147840	07/12/2019	01912	OWEN EQUIPMENT COMPANY	in	PARTS & SUPPLIES	976.39
147840	07/12/2019	01912	OWEN EQUIPMENT COMPANY	in	PARTS & SUPPLIES	146.22
147842	07/12/2019	01174	P B S ENGINEERING & ENVIRONMENTAL	in	CONSULTANT SERVICES	8,849.94
147842	07/12/2019	01174	P B S ENGINEERING & ENVIRONMENTAL	in	CONSULTANT SERVICES	11,613.75
147854	07/12/2019	01817	RADIO SERVICE COMPANY INC	in	MAINTENANCE CHARGES	55.19
147856	07/12/2019	00957	RANCH & HOME INC	in	PUMP FITTINGS	5.42
Total amount by Department						\$ 36,566.65
Total amount by Fund						\$ 36,566.65
406 COLUMBIA PARK GOLF COURSE FUND						
010 COLUMBIA PARK GOLF COURSE						
147786	07/12/2019	01775	GRAINGER	in	MAINTENANCE SUPPLIES	78.10
147878	07/12/2019	09906	SYSCO SPOKANE INC	in	PARTS & SUPPLIES	244.01
147880	07/12/2019	00008	TELCO WIRING & REPAIR INC	in	BROADBAND SERVICE	115.00
Total amount by Department						\$ 437.11
Total amount by Fund						\$ 437.11
501 EQUIPMENT RENTAL FUND						
147739	07/12/2019	05061	CEDAR RAPIDS TIRE CO	in	TIRES	656.56
147755	07/12/2019	08852	COMMERCIAL TIRE	in	TIRE INVENTORY	539.80
147774	07/12/2019	00166	FARMERS EXCHANGE	in	PRE-MIX 50:1 FUEL	3,370.94
147829	07/12/2019	08875	NAPA PASCO AUTO PARTS	in	INVENTORY	160.87
147829	07/12/2019	08875	NAPA PASCO AUTO PARTS	in	INVENTORY	85.36
147829	07/12/2019	08875	NAPA PASCO AUTO PARTS	in	INVENTORY	4.53
147860	07/12/2019	03691	RMT EQUIPMENT	in	ELEMENT	367.03
Total amount by Department						\$ 5,185.09

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010 EQUIPMENT RENTAL					
147735	07/12/2019	09942	CAMPING WORLD RV SALES FOLEY RV C	in PAINT - VEH. 5116	393.69
147738	07/12/2019	03527	CASADAY BEE-LINE SERVICE & TOWING	in ALIGNMENT - VEH. 5311	61.40
147740	07/12/2019	05050	CENTRAL HOSE & FITTINGS INC	in PARTS - VEH. 4206	36.93
147740	07/12/2019	05050	CENTRAL HOSE & FITTINGS INC	in CABLE TIES - SHOP	85.12
147741	07/12/2019	01315	CENTRAL MACHINERY SALES INC	in FUEL PUMP - VEH. 4611	502.43
147750	07/12/2019	01310	COLEMAN OIL COMPANY	in CP MOWER FUEL	598.30
147750	07/12/2019	01310	COLEMAN OIL COMPANY	in FLEETWIDE FUEL ACCT #0870469	20,041.03
147753	07/12/2019	02579	COLUMBIA FORD	in 2019 FORD F550	59,812.95
147753	07/12/2019	02579	COLUMBIA FORD	in 2019 FORD F150 4WD	32,427.86
147754	07/12/2019	00505	COLUMBIA GRAIN & FEED INC	in BUSHING - VEH W011	4.99
147755	07/12/2019	08852	COMMERCIAL TIRE	in TIRE REPAIR - VEH. 2206	129.94
147755	07/12/2019	08852	COMMERCIAL TIRE	in ALIGNMENT - VEH. 3001	70.60
147759	07/12/2019	04853	CONNELL OIL INC DBA 76 DISTRIBUTINC	in TOTE PLATE - OIL TANK	59.36
147762	07/12/2019	07868	CORWIN FORD - TRI CITIES	in PARTS - VEH. 7364	339.48
147762	07/12/2019	07868	CORWIN FORD - TRI CITIES	in PARTS - VEH. 7364	9.56
147762	07/12/2019	07868	CORWIN FORD - TRI CITIES	in A/C SERVICE - VEH 2716	206.64
147772	07/12/2019	09818	ENVIRO-CLEAN EQUIPMENT INC	in PARTS - VEH. 5520	594.76
147774	07/12/2019	00166	FARMERS EXCHANGE	in PARTS - VEH. P008	49.50
147774	07/12/2019	00166	FARMERS EXCHANGE	in BLADE SHARPENING - VEH. 3907	43.44
147794	07/12/2019	08572	HIGH DESERT MAINTENANCE INC	in REPAIR - VEH. 5116	825.36
147794	07/12/2019	08572	HIGH DESERT MAINTENANCE INC	in REPAIR - VEH 5520	1,339.52
147796	07/12/2019	08711	HUGHES FIRE EQUIPMENT INC	in AIR COMPRESSOR - VEH. 0229	638.23
147796	07/12/2019	08711	HUGHES FIRE EQUIPMENT INC	in TURBO HOSE - VEH. 2003	170.30
147796	07/12/2019	08711	HUGHES FIRE EQUIPMENT INC	in AIR PRESS SWITCH - VEH. 0229	151.78
147796	07/12/2019	08711	HUGHES FIRE EQUIPMENT INC	in ENFO DISPLAY - VEH. 0230	905.13
147802	07/12/2019	03363	JIM'S PACIFIC GARAGES INC	in ENGINE FILTER - VEH. 4206	124.35
147802	07/12/2019	03363	JIM'S PACIFIC GARAGES INC	in ELEMENT - VEH. 5520	162.88
147811	07/12/2019	06819	LIFE LINE EMERGENCY VEHICLES INC	in SAFETY HARNESS - VEH 2105	661.85
147813	07/12/2019	00136	LITHIA DODGE OF TRI-CITIES	in 2019 RAM 1500	25,540.55
147813	07/12/2019	00136	LITHIA DODGE OF TRI-CITIES	in 2019 RAM 1500	22,670.59
147813	07/12/2019	00136	LITHIA DODGE OF TRI-CITIES	in 2019 RAM 1500	22,670.59
147813	07/12/2019	00136	LITHIA DODGE OF TRI-CITIES	in 2019 RAM 1500	22,670.59
147819	07/12/2019	02710	MAXIM CRANE WORKS	in REEL ASSEMBLY - VEH. 1090	888.05
147821	07/12/2019	00195	MCLOUGHLIN & EARDLEY, INC SIRENNE	in LED LIGHT - VEH. 3737	259.61
147821	07/12/2019	00195	MCLOUGHLIN & EARDLEY, INC SIRENNE	in LED LAMP - VEH. 3314	265.36
147822	07/12/2019	03284	MEL'S INTER-CITY TOWING	in TOWING SERVICE - VEH. 2801	300.82

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147822	07/12/2019	03284	MEL'S INTER-CITY TOWING	in	TOWING SERVICES - VEH. 0124	54.25
147824	07/12/2019	01576	MID COLUMBIA FORKLIFT, INC.	in	PARTS - VEH. 0401	25.23
147829	07/12/2019	08875	NAPA PASCO AUTO PARTS	in	PARTS - VEH 5905	20.99
147829	07/12/2019	08875	NAPA PASCO AUTO PARTS	in	CLAMP - VEH. 5116	5.50
147829	07/12/2019	08875	NAPA PASCO AUTO PARTS	in	CAST COUPLER - VEH. 5905	95.44
147829	07/12/2019	08875	NAPA PASCO AUTO PARTS	in	AIR FILTER - VEH. 5116	10.84
147829	07/12/2019	08875	NAPA PASCO AUTO PARTS	in	BATTERY - VEH 0519	121.62
147829	07/12/2019	08875	NAPA PASCO AUTO PARTS	in	CREDIT - VEH 0519	-19.55
147829	07/12/2019	08875	NAPA PASCO AUTO PARTS	in	FILTER -VEH. 4206	116.13
147829	07/12/2019	08875	NAPA PASCO AUTO PARTS	in	BRACKET - VEH. 2802	19.11
147829	07/12/2019	08875	NAPA PASCO AUTO PARTS	in	GEAR OIL - VEH. 3909	54.60
147829	07/12/2019	08875	NAPA PASCO AUTO PARTS	in	OIL FILTER - VEH. 3909	5.33
147829	07/12/2019	08875	NAPA PASCO AUTO PARTS	in	CREDIT - VEH. 2802	-2.39
147829	07/12/2019	08875	NAPA PASCO AUTO PARTS	in	CREDIT - VEH. 3909	-18.20
147829	07/12/2019	08875	NAPA PASCO AUTO PARTS	in	OIL FILTER - VEH. 3907	4.26
147829	07/12/2019	08875	NAPA PASCO AUTO PARTS	in	BRAKE PADS - VEH. 5311	74.55
147829	07/12/2019	08875	NAPA PASCO AUTO PARTS	in	SILCONE GASKET - VEH. 2004	19.59
147829	07/12/2019	08875	NAPA PASCO AUTO PARTS	in	AIR FILTER - VEH 0155	48.79
147829	07/12/2019	08875	NAPA PASCO AUTO PARTS	in	OIL FILTER - VEH. 2803	3.53
147829	07/12/2019	08875	NAPA PASCO AUTO PARTS	in	SUPPORT - VEH 2307	29.98
147829	07/12/2019	08875	NAPA PASCO AUTO PARTS	in	OIL FILTER - VEH. 7939	4.53
147829	07/12/2019	08875	NAPA PASCO AUTO PARTS	in	PARTS & SUPPLIES	18.09
147829	07/12/2019	08875	NAPA PASCO AUTO PARTS	in	OXYGEN SENSOR - VEH 7362	82.09
147839	07/12/2019	04217	O'REILLY AUTO PARTS	in	BATTERY - VEH. 0301	152.09
147839	07/12/2019	04217	O'REILLY AUTO PARTS	in	BATTERY - VEH. 7789	151.20
147839	07/12/2019	04217	O'REILLY AUTO PARTS	in	BATTERY - VEH. 7354	119.23
147839	07/12/2019	04217	O'REILLY AUTO PARTS	in	BATTERY - VEH. 2307	908.63
147839	07/12/2019	04217	O'REILLY AUTO PARTS	in	BATTERY - VEH. 7354	31.96
147840	07/12/2019	01912	OWEN EQUIPMENT COMPANY	in	PARTS - VEH. 5116	1,625.21
147840	07/12/2019	01912	OWEN EQUIPMENT COMPANY	in	ACTUATOR - VEH. 5116	768.62
147852	07/12/2019	06730	PREMIER POWER SPORTS	in	REPAIR & LABOR - VEH. 3314	501.34
147852	07/12/2019	06730	PREMIER POWER SPORTS	in	PICK-UP & DELIVERY - VEH. 3314	230.43
147857	07/12/2019	05903	RATTLESNAKE MOUNTAIN HARLEY-DAV	in	REPAIR - VEH 3316	3,378.57
147865	07/12/2019	03660	S A S AUTO ELECTRIC, INC.	in	STARTER - VEH. 2801	386.40
147898	07/12/2019	03564	US LINEN AND UNIFORM	in	LINEN SERVICE	61.70
147909	07/12/2019	05380	WESTERN SYSTEMS FABRICATION INC	in	PARTS - VEH. 4204	3,029.94
147914	07/12/2019	01241	WOODPECKER TRUCK	in	HEATER CONTROL - VEH. 0155	509.84

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147916	07/12/2019	06382	XYLEM WATER SOLUTIONS USA INC	in	DEBRIS PUMP VEHICLE	58,247.13
Total amount by Department						\$ 286,590.14
Total amount by Fund						\$ 291,775.23

502 CENTRAL STORES FUND

147743	07/12/2019	05727	CITI COSTCO ANYWHERE VISA	in	INVENTORY	933.58
147773	07/12/2019	05426	EWING IRRIGATION PRODUCTS, INC	in	IRRIGATION INVENTORY	3,232.85
147786	07/12/2019	01775	GRAINGER	in	INVENTORY	367.75
147786	07/12/2019	01775	GRAINGER	in	INVENTORY	50.79
147812	07/12/2019	08868	LIFE-ASSIST	in	INVENTORY	349.55
147812	07/12/2019	08868	LIFE-ASSIST	in	INVENTORY	62.12
147832	07/12/2019	02904	NORTHERN SAFETY CO., INC.	in	INVENTORY	481.27
147850	07/12/2019	02399	PR DIAMOND PRODUCTS INC	in	INVENTORY	620.00
147883	07/12/2019	03426	THE HOME DEPOT PRO DBA SUPPLY WO	in	INVENTORY	423.54
147888	07/12/2019	00367	TRAFFIC SAFETY SUPPLY CO INC	in	INVENTORY - STREETS	372.01
Total amount by Department						\$ 6,893.46

010 CENTRAL STORES

147709	07/12/2019	01526	ABADAN	in	COPIER MAINTENANCE	108.22
147709	07/12/2019	01526	ABADAN	in	COPIER MAINTENANCE	210.94
147709	07/12/2019	01526	ABADAN	in	COPIER MAINTENANCE	1,073.46
147810	07/12/2019	06743	LEAF CAPITAL FUNDING LLC	in	COPIER RENTALS	1,214.72
147915	07/12/2019	06353	XEROX CORPORATION	in	COPIER RENTAL	216.74
147915	07/12/2019	06353	XEROX CORPORATION	in	COPIER RENTAL	330.68
147915	07/12/2019	06353	XEROX CORPORATION	in	COPIER RENTAL	331.36
Total amount by Department						\$ 3,486.12
Total amount by Fund						\$ 10,379.58

503 RISK MANAGEMENT FUND**010 RISK MANAGEMENT**

147729	07/12/2019	03035	BI-STATE OCCUPATIONAL SAFETY & HEA	in	PROFESSIONAL SERVICES	70.00
147735	07/12/2019	09942	CAMPING WORLD RV SALES FOLEY RV C	in	REPAIRS - SNOW PLOW	1,078.42
147735	07/12/2019	09942	CAMPING WORLD RV SALES FOLEY RV C	in	REPAIR - SNOW PLOW	301.04
147735	07/12/2019	09942	CAMPING WORLD RV SALES FOLEY RV C	in	REPAIR - FIRE TRUCK	6,151.30
147762	07/12/2019	07868	CORWIN FORD - TRI CITIES	in	REPAIR - KPD 7821	630.93
147781	07/12/2019	00409	FRONTIER FENCE INC	in	REPAIRS - FENCE & GATE	1,547.55

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Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
147783	07/12/2019	09348	GENUINE AUTO GLASS OF TRI-CITIES LL	in	REPAIR - FIRE TRUCK	1,940.68
147787	07/12/2019	06588	GREEN RIVER COMMUNITY COLLEGE /W	in	ASBESTOS TRAINING	210.00
147800	07/12/2019	01205	JACK'S SUPERIOR AUTO BODY,LLC	in	REPAIR - VEH 3525	1,538.75
147800	07/12/2019	01205	JACK'S SUPERIOR AUTO BODY,LLC	in	REPAIR - KPD #7788	2,021.61
147844	07/12/2019	06876	PAYNEWEST INSURANCE INC	in	PREMIUM	131.00
147917	07/12/2019	08701	ZION RESTORATION	in	REPAIRS - FROST BUILDING	39,544.75
Total amount by Department						\$ 55,166.03
370 GAINS/LOSSES AND OTHER INCOME						
147876	07/12/2019	04478	ST PAUL FIRE & MARINE	in	CLAIM V2Z4198	100.00
Total amount by Department						\$ 100.00
Total amount by Fund						\$ 55,266.03
612 OPEB TRUST FUND						
010 OPEB TRUST FUND						
147680	07/01/2019	00154	WILLEBY, DONALD R	in	RETIREE MEDICAL	106.00
147681	07/01/2019	00154	WILLEBY, DONALD R	in	RETIREE MEDICAL	106.00
147682	07/01/2019	00050	MACE, BILL	in	RETIREE MEDICAL	104.90
147710	07/12/2019	00024	ADKINS WILLIAM	in	RETIREE MEDICAL	135.50
147732	07/12/2019	00185	BUCK, GARY E	in	RETIREE MEDICAL	135.50
147749	07/12/2019	00127	CLEAVENGER, BUDDY L	in	RETIREE MEDICAL	135.50
147757	07/12/2019	00128	COMSTOCK, WILLIAM J	in	RETIREE MEDICAL	5,710.50
147764	07/12/2019	00121	DEINES, JAMES I	in	RETIREE MEDICAL	365.90
147766	07/12/2019	00324	DUNCAN LARRY	in	RETIREE MEDICAL	135.50
147768	07/12/2019	01894	EASLING, CONNIE	in	RETIREE MEDICAL	134.00
147775	07/12/2019	00041	FARNKOFF, ROBERT C	in	RETIREE MEDICAL	135.50
147776	07/12/2019	00058	FEARING, DOUG	in	RETIREE MEDICAL	135.50
147784	07/12/2019	00181	GIER, CHARLES W.	in	RETIREE MEDICAL	135.50
147785	07/12/2019	00134	GONDERMAN, DAVID A	in	RETIREE MEDICAL	135.50
147788	07/12/2019	00062	GROSS ROBERT	in	RETIREE MEDICAL	135.50
147795	07/12/2019	06744	HIRSCHEL ARTHUR D	in	RETIREE MEDICAL	104.90
147803	07/12/2019	00065	JUERGENS, CURT	in	RETIREE MEDICAL	135.50
147808	07/12/2019	00060	KRAFT, JAMES	in	RETIREE MEDICAL	630.70
147816	07/12/2019	00050	MACE, BILL	in	RETIREE MEDICAL	135.50
147817	07/12/2019	00052	MAPLETHORPE, JOHN G., JR	in	RETIREE MEDICAL	135.50
147823	07/12/2019	00055	MERCER, BILL	in	RETIREE MEDICAL	162.60
147838	07/12/2019	00142	O'HAIR, RONALD L	in	RETIREE MEDICAL	135.50

City of Kennewick

Claims Roster

6/29/2019 - 7/12/2019

Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
147845	07/12/2019	05554	PENNEY MICHAEL	in	RETIREE MEDICAL	134.00
147859	07/12/2019	00145	REMUS, LARRY J	in	RETIREE MEDICAL	126.50
147864	07/12/2019	00147	RUMLEY, LARRY M	in	RETIREE MEDICAL	112.50
147868	07/12/2019	01821	SCHARNHORST, DEAN	in	RETIREE MEDICAL	135.50
147870	07/12/2019	00148	SHAW, LEONARD	in	RETIREE MEDICAL	135.50
147872	07/12/2019	00150	SLEATER, LARRY L	in	RETIREE MEDICAL	135.50
147874	07/12/2019	00066	SOUTHWICK, JOHN J., JR.	in	RETIREE MEDICAL	135.50
147892	07/12/2019	01318	TRIPP, GREG	in	RETIREE MEDICAL	135.50
147902	07/12/2019	00152	VICKERMAN THOMAS	in	RETIREE MEDICAL	135.50
147903	07/12/2019	08584	WAGNER BRIAN	in	RETIREE MEDICAL	133.50
147905	07/12/2019	09944	WATERS DENNIS	in	RETIREE MEDICAL	135.50
147911	07/12/2019	00154	WILLEBY, DONALD R	in	RETIREE MEDICAL	5,179.76
147912	07/12/2019	02997	WILLIAMS GARY	in	RETIREE MEDICAL	135.50
147913	07/12/2019	01415	WILLIAMS, KEN	in	RETIREE MEDICAL	195.22
Total amount by Department						\$ 16,152.48
Total amount by Fund						\$ 16,152.48

City of Kennewick

Claims Roster

6/29/2019 - 7/12/2019

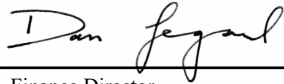
Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount \$
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Grand Total: \$ 3,244,481.64

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 147479 through 147920 \$ 3,244,481.64

Total \$ 3,244,481.64

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	08/20/2019	Consent Agenda	☒
	Agenda Item Type	General Business Item			Ordinance/Reso	☐
	Subject	Claims Roster			Public Mtg / Hrg	☐
	Ordinance/Reso #		Contract #		Other	☐
	Project #		Permit #		Quasi-Judicial	☐
	Department	Finance				

Recommendation

That Council approve the Claims Roster.

Motion for Consideration

I move to approve the Claims Roster dated July 26, 2019, in the amount \$ 1,823,125.19, and comprised of check numbers 147921 through 148164 and wire transfer numbers 300374 through 300376.

Summary

The payments on this Claims Roster are comprised of the following issued 07/13/19 - 07/26/19:

Check numbers 147921 through 148164	\$ 1,660,215.46
Wire transfer number 300374	217.00
Wire transfer number 300375	100,032.37
Wire transfer number 300376	62,660.36

Total	\$ 1,823,125.19

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

Alternatives

None

Fiscal Impact

\$ 1,823,125.19.

Through	Lynne Brown Jul 30, 14:58:36 GMT-0700 2019	Attachments: 
Dept Head Approval	Dan Legard Aug 05, 10:33:38 GMT-0700 2019	
City Mgr Approval	Marie Mosley Aug 15, 19:39:21 GMT-0700 2019	
		☐ Recording Required?

City of Kennewick

Claims Roster

7/13/2019 - 7/26/2019

Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount \$
001 GENERAL FUND					
010 CITY COUNCIL					
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in BUSINESS CARDS FOR COUNCIL MEMBEI	31.30
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in LUNCHEON REGISTRATION.	50.00
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in LUNCHEON REGISTRATION.	20.00
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in NAME PLATES FOR ED FROST	48.98
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in RETIREMENT REFRESHMENTS	18.46
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in RETIREMENT PLAQUES	155.30
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in RETIREMENT REFRESHMENTS.	30.83
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in YEARLY SUBSCRIPTION RENEWAL FOR G	958.80
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in COUNCIL VACANCY INTERVIEW SUPPLIE	115.85
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in COUNCIL VACANCY INTERVIEW SUPPLIE	57.34
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in COUNCIL VACANCY INTERVIEW SUPPLIE	21.67
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in AWC CONF CANCELLATION - J TRUMBO I	-475.00
Total amount by Department					\$ 1,033.53
020 CITY MANAGER					
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in LUNCHEON REGISTRATION.	25.00
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in 6/11/2019 - LUNCH FOR CITY MANAGER'S	56.74
Total amount by Department					\$ 81.74
032 SUPPORT SERVICES-FINANCE					
148067	07/26/2019	03700	OFFICE DEPOT INC	in OFFICE SUPPLIES	34.96
148084	07/26/2019	01314	REHN & ASSOCIATES, INC.	in COBRA NOTIFICATION	150.00
148117	07/26/2019	00976	WA STATE AUDITOR'S OFFICE	in AUDIT 47492 18-18	17,790.00
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in LUNCHEON REGISTRATION.	25.00
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in NEW DELL 5060MT PC - MEG COLEMAN	1,273.38
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in DESK PHONE FOR MEG COLEMAN	127.94
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in WEBINAR REGISTRATION.	85.00
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in BUDGET REVIEW APPLICATION FEE	550.00
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in 2 COMPUTER MONITORS - MEG COLEMAI	358.38
Total amount by Department					\$ 20,394.66
034 SUPPORT SERVICES - INFO SYSTEMS					
147940	07/26/2019	00730	ADVANCE TRAVEL EXPENSE	in REIMBURSE ADVANCE TRAVEL	628.00
147970	07/26/2019	08295	CENTURYLINK	in PS/ALI - ALI/SR PER 100 REC	7.18
148027	07/26/2019	00006	IMPREST PETTY CASH FUND	in PETTY CASH FUND	71.64
148081	07/26/2019	07688	REED JOHN	in TRAVEL EXPENSE	614.46

City of Kennewick

Claims Roster

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	Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
	148114	07/26/2019	04764	UNITED PARCEL SERVICE	in	SHIPPING	5.02
T	300375	07/22/2019	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	14.73
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	1U RACK CONSOLE MOUNT 19" MONITOR	840.22
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	WIRELESS MOUSE - MIKE O. NEW LAPTOP	53.19
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	PALO ALTO CONFERENCE BAGGAGE FEE	30.00
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	PALO ALTO CONFERENCE - CAR RENTAL	514.30
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	MONTHLY CREDIT CARD PROCESSING FE	460.55
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	REPLACEMENT 1500VA UPS - IT	225.88
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	EXTERNAL HARD DRIVE - MIKE O, AND I	469.15
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	USB HUB/WIRELESS MOUSE - PAT S. NEW	79.57
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	43" MONITOR - MIKE O.	271.49
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	SAMSUNG 512GB SOLID STATE EXTERNA	158.76
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	DISPLAYFUSION SOFTWARE - MIKE O.	29.00
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	INTERNATIONAL TRANSACTION FEE - DI	0.44
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	SHOPLOCALKENNEWICK.COM DOMAIN I	19.73
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	PALO ALTO CONFERENCE - FUEL CREDIT	-29.82
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	PALO ALTO CONFERENCE - HOTEL - JOHN	914.25
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	PALO ALTO CONFERENCE BAGGAGE FEE	30.00
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	JOHN REED - HOTEL - PALO ALTO CONFEI	166.75
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	AUDIO EDITING SOFTWARE	150.31
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	REPLACEMENT POWER SUPPLY FOR A CI	27.95
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	SPARE LAPTOP 130 WATT POWER SUPPLY	64.07
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	2 6' MINIDISPLAYPORT TO DVI VIDEO CAI	15.18
Total amount by Department							\$ 5,832.00
035 SUPPORT SERVICES-CUSTOMER SERVICE							
	148027	07/26/2019	00006	IMPREST PETTY CASH FUND	in	PETTY CASH FUND	1.05
	148121	07/26/2019	04479	WEBCHECK INC	in	WEBCHECK - JUNE 2019	1,764.75
T	300375	07/22/2019	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	208.39
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	10 BUSYLIGHT PHONE NOTIFICATION LIC	439.50
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	BULK MAIL PERMIT FEE.	235.00
Total amount by Department							\$ 2,648.69
041 CITY CLERK							
	147953	07/26/2019	00034	BENTON COUNTY AUDITOR	in	RECORDING FEES	101.50
	148105	07/26/2019	00172	THE TRI-CITY HERALD	in	PUBLICATION	59.32
Total amount by Department							\$ 160.82
042 LEGAL SERVICES							

City of Kennewick

Claims Roster

7/13/2019 - 7/26/2019

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	Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
	148068	07/26/2019	08800	OGDEN MURPHY WALLACE, PLLC	in	PROFESSIONAL SERVICES	172.50
	148098	07/26/2019	02536	STAPLES ADVANTAGE STAPLES CONTRA	in	OFFICE SUPPLIES	190.85
	148123	07/26/2019	00853	WEST GROUP PAYMENT CENTER	in	WESTLAW CHARGES	2,906.03
	148123	07/26/2019	00853	WEST GROUP PAYMENT CENTER	in	LIBRARY UPDATES	52.40
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	ELECTRONIC ACCESS TO PUBLIC RECORDS	75.00
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	CERTIFIED COPIES OF JUDGMENT AND SI	19.95
Total amount by Department							\$ 3,416.73
050 CIVIL SERVICE							
	148037	07/26/2019	10205	KENNETH COLE COUNSELING PS	in	PROFESSIONAL SERVICES	600.00
	148055	07/26/2019	09181	MOON, TAE IM, PH.D.	in	PROFESSIONAL SERVICES	860.00
	148055	07/26/2019	09181	MOON, TAE IM, PH.D.	in	PROFESSIONAL SERVICES	860.00
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	DELL 5591 LAPTOP - CRAIG LITRELL	1,760.27
Total amount by Department							\$ 4,080.27
061 CODE ENFORCEMENT							
	147960	07/26/2019	09813	B-F JUVENILE JUSTICE CTR	in	GRAFFITI ABATEMENT PROGRAM	3,100.83
	148029	07/26/2019	05158	INSIDE TRADER LLC CARTRIDGE WORLI	in	CARTRIDGE REPLACEMENTS	369.20
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	DEATH CERTIFICATE.	20.00
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	PUBLIC RECORDS WEBINAR REGISTRATI	30.00
Total amount by Department							\$ 3,520.03
062 LONG RANGE PLANNING							
	148105	07/26/2019	00172	THE TRI-CITY HERALD	in	PUBLICATION	121.10
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	OFFICE DEPOT MISC. OFFICE SUPPLIES - I	101.25
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	AMERICAN PLANNING ASSOCIATION: 201	35.00
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	OFFICE DEPOT: TUL CUSTOM NOTE-TAKI	4.97
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	GREAT HARVEST BREAD CO: 45 EXEC. LU	289.24
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	AMERICAN PLANNING ASSOCIATION (AP	596.00
Total amount by Department							\$ 1,147.56
063 ECONOMIC & BUSINESS DEVELOPMENT							
T	300375	07/22/2019	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	24.15
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	DIGITAL SUMMIT PORTLAND-RC HOTEL	212.15
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	IMAGES FOR MARKETING	31.50
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	BUSINESS COMMUNICATION LIST SERVIC	103.18
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	LUNCHEON REGISTRATION.	25.00
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	DELAYED PORTION OF BILL FROM PREVI	13.75
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	TRAIN TICKET FOR RC TO ATTEND DIGIT	90.00

City of Kennewick

Claims Roster

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	Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	CAMERA CHARGER AND BACK-UP BATTE	29.25
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	MATERIAL HANDLING FOR SHOW SITE L	268.95
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	TRANSIT BUS PASS-DIGITAL SUMMIT PO	5.00
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	PARKING BEFORE AWC SPEAKING ENGA	1.20
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	PARKING FOR DINNER AFTER AWC CONF	1.80
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	PARKING AT SPOKANE CONVENTION CEN	6.00
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	TRANSIT RECEIPT-MACHINE MALFUNCTI	2.50
Total amount by Department							\$ 814.43
071 POLICE DEPT. - ADMINISTRATION							
	147972	07/26/2019	02481	CI INFORMATION MANAGEMENT CI SUP	in	SHRED SERVICE	391.59
	148040	07/26/2019	02280	LANGUAGE LINE SERVICES, INC	in	INTERPRETATION SERVICE	93.49
	148087	07/26/2019	00011	ROTARY CLUB OF COLUMBIA CENTER	in	QUARTERLY DUES	125.00
	148114	07/26/2019	04764	UNITED PARCEL SERVICE	in	SHIPPING	13.62
	148114	07/26/2019	04764	UNITED PARCEL SERVICE	in	SHIPPING	127.08
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	HIDTA BOARD MEETING - CHIEF HOHENE	6.00
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	HIDTA BOARD MEETING - CHIEF HOHENE	13.00
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	BASIC CABLE SERVICE	231.34
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	TRAINING COMMISSION MEETING - CHIE	13.00
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	DARE EXECUTIVE ADVISORY BOARD - CI	30.00
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	CELL PHONE ACCESSORIES	4.07
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	CELL PHONE ACCESSORIES	130.29
Total amount by Department							\$ 1,178.48
072 POLICE DEPT.- CRIMINAL INVESTIGATION							
	147976	07/26/2019	02134	CITY OF SPOKANE UTILITIES BILLING	in	DRUG DISPOSAL	96.64
	148053	07/26/2019	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
	148053	07/26/2019	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
	148053	07/26/2019	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
	148053	07/26/2019	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
	148101	07/26/2019	06187	SUN BADGE COMPANY	in	DETECTIVE BADGES	206.50
	148107	07/26/2019	07228	TRANSUNION RISK ALTERNATIVE DATA	in	PEOPLE SEARCH	295.28
T	300375	07/22/2019	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	90.07
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	K. HATHAWAY 2019 NORCAN CONFERENC	527.64
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	GRAFFITI CAM SUPPLIES	28.23
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	GRAFFITI CAM MONTHLY CHARGE	43.42
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	ICAC LAB INTERNET SERVICE	99.99
Total amount by Department							\$ 1,604.77

City of Kennewick

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	Check #	Check Date	Vendor #	Vendor Name		Description of Services	Amount \$
073 POLICE DEPT. - PATROL							
	147940	07/26/2019	00730	ADVANCE TRAVEL EXPENSE	in	REIMBURSE ADVANCE TRAVEL	171.30
	147959	07/26/2019	04965	BETTENDORF'S PRINTING & DESIGN	in	BUSINESS CARDS	54.30
	147994	07/26/2019	09827	DAY WIRELESS SYSTEMS	in	RADIO MAINTENANCE	285.07
	148005	07/26/2019	01830	F A R A C/O INNOVATIVE RESOURCES LL	in	ANNUAL MEMBERSHIP	175.00
	148024	07/26/2019	10235	HERNANDEZ CHRISTOPHER	in	UNIFORM ALLOWANCE	343.75
	148047	07/26/2019	10237	MARKLEY DYLAN	in	UNIFORM ALLOWANCE	343.75
	148053	07/26/2019	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
	148053	07/26/2019	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
	148053	07/26/2019	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
	148053	07/26/2019	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
	148053	07/26/2019	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
	148053	07/26/2019	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
	148053	07/26/2019	03284	MEL'S INTER-CITY TOWING	in	TOW SERVICE	54.25
	148070	07/26/2019	04217	O'REILLY AUTO PARTS	in	SWAT SUPPLIES	14.51
	148078	07/26/2019	00957	RANCH & HOME INC	in	K-9 SUPPLIES	119.44
	148078	07/26/2019	00957	RANCH & HOME INC	in	K-9 SUPPLIES	59.72
	148098	07/26/2019	02536	STAPLES ADVANTAGE STAPLES CONTRA	in	DRYERASE BOARD	75.00
	148116	07/26/2019	03997	VISTA VETERINARY HOSPITAL INC	in	K-9 MEDICAL	99.50
	148120	07/26/2019	10236	WEBBER-WILLIAMS CHRISTOPHER	in	UNIFORM ALLOWANCE	343.75
T	300375	07/22/2019	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	274.59
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	LEADERSHIP TRAINING FOR SGT KIEL	799.51
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	TUITION FOR SGT KIEL TO ATTEND LEAD	695.00
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	HOTEL FOR TRAFFIC TRAINING	114.30
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	LOGITECH WIRELESS MOUSE/KEYBOARI	48.86
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	MOTORCYCLE HELMETS FOR TRAFFIC	2,696.80
Total amount by Department							\$ 7,093.90
074 POLICE DEPT. - STAFF SERVICES							
	147990	07/26/2019	04328	CROSS MATCH TECHNOLOGIES INC	in	FINGER PRINT SERVICE	434.40
	148003	07/26/2019	06376	ESPRIT GRAPHIC COMMUNICATIONS	in	RESOURCE CARDS	587.53
	148098	07/26/2019	02536	STAPLES ADVANTAGE STAPLES CONTRA	in	OFFICE SUPPLIES	93.08
	148098	07/26/2019	02536	STAPLES ADVANTAGE STAPLES CONTRA	in	OFFICE SUPPLIES	73.41
	148100	07/26/2019	08315	STERLING	in	PROFESSIONAL SERVICES	98.00
	148113	07/26/2019	03883	U R M CASH & CARRY	in	SUPPLIES - RIVER OF FIRE	80.88
	148119	07/26/2019	01033	WASHINGTON STATE PATROL	in	ACCESS USER FEE	600.00
	148119	07/26/2019	01033	WASHINGTON STATE PATROL	in	CPL BACKGROUND CHECKS	1,086.50
T	300375	07/22/2019	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	100.29

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T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	SIT/STAND WORKSTATION - MIKE BLATM	433.50
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	4 SIT/STAND WORKSTATIONS FOR KPD RI	2,290.20
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	8 EXTENDED MONITOR POWER CORDS FO	42.86
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	FINGER PRINT MAINTENANCE AGREEME	934.83
Total amount by Department							\$ 6,855.48
075 POLICE DEPT. - INTERGOVERNMENTAL							
	147954	07/26/2019	01517	BENTON COUNTY PROSECUTOR	in	KIDS HAVEN	4,457.61
	147955	07/26/2019	03000	BENTON COUNTY SHERIFF	in	CUSTODY/WORK CREW/MEDICAL	238,661.46
	147955	07/26/2019	03000	BENTON COUNTY SHERIFF	in	CUSTODY/WORK CREW/MEDICAL	12,967.36
	147975	07/26/2019	00100	CITY OF RICHLAND	in	QUARTERLY 800 MHZ USAGE FEE	26,491.50
	147975	07/26/2019	00100	CITY OF RICHLAND	in	SECOMM ASSESSMENT	201,947.11
	147996	07/26/2019	10225	DURAN MATTHEW LAWRENCE	in	HIDTA FISCAL OFFICER SERVICES	5,980.00
	148039	07/26/2019	05291	KENNEWICK RADIOLOGY GROUP PC	in	PRISONER MEDICAL	125.00
	148088	07/26/2019	10002	SEDAM PENNY	in	HIDTA FISCAL OFFICER SERVICES	3,891.00
	148122	07/26/2019	10001	WEINER JONATHAN M	in	HIDTA DIRECTOR SERVICES	6,990.00
Total amount by Department							\$ 501,511.04
076 POLICE DEPT - PROFESSIONAL STANDARDS							
	147939	07/26/2019	08623	ACE SALES & SERVICE INC	in	PORTABLE TOILET	90.00
	148014	07/26/2019	05823	GALLS, LLC	in	QUARTERMASTER SUPPLIES	393.09
	148014	07/26/2019	05823	GALLS, LLC	in	QUARTERMASTER SUPPLIES	461.58
	148014	07/26/2019	05823	GALLS, LLC	in	QUARTERMASTER SUPPLIES	1,068.13
	148014	07/26/2019	05823	GALLS, LLC	in	QUARTERMASTER SUPPLIES	679.48
	148096	07/26/2019	00201	SOOK'S TAILOR SHOP	in	QUARTERMASTER SUPPLIES	102.08
	148101	07/26/2019	06187	SUN BADGE COMPANY	in	OFFICER BADGES	206.50
	148101	07/26/2019	06187	SUN BADGE COMPANY	in	LIEUTENANT BADGES	206.50
T	300375	07/22/2019	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	46.07
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	TOOLS AND SUPPLIES FOR NEW DT MATS	83.81
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	TOOLS AND SUPPLIES FOR THE NEW DT M	73.73
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	WOOD FOR RANGE TARGETS	95.39
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	40 ROUND MAGAZINES FOR DEPARTMEN	193.96
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	PATROL BOOTS	339.15
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	FRAUD CREDIT FROM PREVIOUS TRANS/	-1,620.28
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	TRAINING SUPPLIES	222.82
Total amount by Department							\$ 2,642.01
081 FIRE DEPT. - ADMINISTRATION							
	147972	07/26/2019	02481	CI INFORMATION MANAGEMENT CI SUP	in	SHRED SERVICE	61.41

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147982	07/26/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE - STATION 4	22.27
147988	07/26/2019	10227	CORRIELL APPLIANCE LLC	in	DISHWASHER REPAIR	65.16
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	BONAI LCD UNIVERSAL BATTERY CHARG	35.29
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	BAR KEEPER FRIEND FOAMING ALL-PUR	7.92
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	STATION OPERATING SUPPLIES: BOUNTY	94.27
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	STATION OPERATING SUPPLIES: BRIGHTC	144.58
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	SHARPIE ULTRA-FINE "SIGNATURE" PENS	5.42
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	STATION OPERATING SUPPLIES: BEDDING	132.93
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	STATION OPERATING SUPPLIES - BEDDING	41.26
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	STATION OPERATING SUPPLIES - BEDDING	61.89
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	STATION OPERATING SUPPLIES - BEDDING	41.26
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	STATION OPERATING SUPPLIES: 33GAL H	22.69
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	STATION OPERATING SUPPLIES - BEDDING	20.63
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	STATION OPERATING SUPPLIES & OFFICE	103.10
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	STATION OPERATING SUPPLIES: SEVENTH	11.06
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	STATION OPERATING SUPPLIES: 60-DAY S	24.00
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	MONTHLY RX DISPOSAL FEE AT FTC.	69.07
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	STATION OPERATING SUPPLIES & OFFICE	43.99
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	STATION OPERATING SUPPLIES: 3M EAR S	16.61
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	STATION OPERATING SUPPLIES: WHITE K	6.11
Total amount by Department						\$ 1,030.92
082 FIRE DEPT. - SUPPRESSION						
147975	07/26/2019	00100	CITY OF RICHLAND	in	SECOMM ASSESSMENT	4,197.08
148014	07/26/2019	05823	GALLS, LLC	in	UNIFORM PANTS	39.16
148014	07/26/2019	05823	GALLS, LLC	in	DOUBLE BUGLE PINS	2.05
148078	07/26/2019	00957	RANCH & HOME INC	in	DAY BOOTS	33.75
148078	07/26/2019	00957	RANCH & HOME INC	in	DAY BOOTS	26.06
148078	07/26/2019	00957	RANCH & HOME INC	in	WILDLAND BOOTS	300.00
148083	07/26/2019	08467	REGION 8 FIRE COUNCIL	in	IFSAC FFII TEST	300.00
T 300375	07/22/2019	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	33.54
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	FIRST DUE ITAC BOARDS (QTY.2)	186.69
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	FLASHLIGHTS: STREAMLIGHT VULCAN 1	992.68
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	STEAMLIGHT VULCAN 180 LITHIUM ION	82.77
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	TRAFFIC SAFETY CONES (QTY.5 SETS)	273.35
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	ALLPRO 3" PLASTIC DISPOSABLE PUTTY	24.97
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	STATION OPERATING SUPPLIES & OFFICE	21.38
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	ONXY IN-SIGHT AUTOMATIC INFLATABLI	386.59

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T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	FIRE HOOKS UNLIMITED 8LBS. 36" CHRO	409.10
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	COMBO STATIONWEAR/WILDLAND BOO	199.78
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	ANYMEETING MONTHLY ONLINE WEBIN	24.00
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	STATION OPERATING SUPPLIES & OFFICE	38.03
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	EVIP TRAINING COURSE REGISTRATION -	50.00
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	ONLINE WEBINAR MONTHLY ACCESS FEI	6.00
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	CURVED JAW LOCKING PLIER W/WIRE CU	264.42
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	REPAIR SCBA POUCH	21.72
Total amount by Department							\$ 7,913.12
083 FIRE PREVENTION & INVESTIGATION							
	148014	07/26/2019	05823	GALLS, LLC	in	GEAR BAGS	161.55
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	CUSTOM FOIL "FIRE CHIEF" STICKER BAI	488.00
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	DOOR HANGER BAGS FOR OPERATION DI	43.17
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	PREVENTION OPERATING SUPPLIES: BRIC	629.33
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	20OZ. FROSTED BIKE BOTTLE W/FIRE HA	1,487.82
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	ONLINE WEBINAR REGISTRATION - WATE	47.00
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	BUSINESS CARDS (QTY.1000) - DELREY RC	29.30
Total amount by Department							\$ 2,886.17
090 ENGINEERING							
	147982	07/26/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE - FROST	7.06
	147982	07/26/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE PUBLIC WORKS	9.82
	148058	07/26/2019	03962	MUNICIPAL SVCS PETTY CASH	in	PETTY CASH REIMB	112.00
	148067	07/26/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	36.35
T	300375	07/22/2019	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	0.83
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	MEETING SUPPLIES FOR PUBLIC WORKS	16.03
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	APWA PWX CONFERENCE REGISTRATION	829.00
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	APWA PWX CONFERENCE REGISTRATION	550.00
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	OFFICE SUPPLIES	25.52
Total amount by Department							\$ 1,586.61
101 CORPORATE & COMMUNITY SERVICES							
	147964	07/26/2019	05827	CALIPER MANAGEMENT INC	in	PROFESSIONAL SERVICES	620.00
	148012	07/26/2019	03838	FLORES, BOBBY	in	CDL REIMBURSEMENT	102.00
	148044	07/26/2019	09277	LOURDES OCCUPATIONAL HEALTH	in	PROFESSIONAL SERVICES	90.00
	148100	07/26/2019	08315	STERLING	in	PROFESSIONAL SERVICES	660.03
T	300375	07/22/2019	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	2.70
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	FOOD FOR EMPLOYEE APPRECIATION LU	2,103.42

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T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	LUNCHEON REGISTRATION.	25.00
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	JOB POSTING ON APWA WORK ZONE FOR	325.00
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	PURCHASED 5-PACK OF JOB POSTINGS FC	200.00
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	EMPLOYEE SERVICE AWARD GIFT CARDS	401.75
Total amount by Department							\$ 4,529.90
113 PARKS DEPT.-RECREATION SERVICES							
	147941	07/26/2019	05911	AMERICAN BUILDING MAINTENANCE	in	JANITORIAL SERVICES	600.00
	147992	07/26/2019	07711	CULLIGAN WATER CONDITIONING	in	WATER DELIVERY	56.04
	148034	07/26/2019	02590	JOHNSON, JEFF	in	CARTOONIVERSITY WORKSHOP	800.00
	148036	07/26/2019	06310	KCYU/KFFX FOX TELEVISION	in	ADVERTISING	750.00
	148036	07/26/2019	06310	KCYU/KFFX FOX TELEVISION	in	ADVERTISING	1,000.00
	148036	07/26/2019	06310	KCYU/KFFX FOX TELEVISION	in	ADVERTISING	500.00
	148056	07/26/2019	08250	MOSES LAKE MENS SOFTBALL	in	UMPIRE FEES	3,456.00
	148075	07/26/2019	00708	PARK & RECREATION DEPT	in	PETTY CASH REIMBURSEMENT	52.88
	148102	07/26/2019	06466	SYNERGY DANCE PROJECT LLC	in	SYNERGY DANCE CLASS	895.20
T	300375	07/22/2019	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	2,015.08
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	PAINTING FOR LARGE LETTERS	19.46
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	PLAYGROUND OF DREAMS DEDICATION	56.39
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	KIDS NIGHT OUT SUPPLIES	63.26
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	WEEKLY THEMES-DECORATIONS/POOL P	53.70
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	AT-A-GLANCE CALENDAR	4.64
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	SS DISC - LASER INCLUDED	19.44
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	DELTA AIRFARE - HALEY TARICANI - IFEA	486.40
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	IFEA CONFERENCE -HOTEL -HALEY TARI	202.48
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	GOLF COURSE GRAND OPENING REFRESH	1,000.00
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	ICE FOR POOL	2.25
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	UMBRELLA FOR POOL	48.87
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	GAUZE, FLYSWATTER, FUN POPS, POOL O	86.38
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	SWIM NOODLES	10.86
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	GATORADE JUGS	10.83
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	FAIRY GARDEN PROGRAM SUPPLIES	78.39
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	FACEBOOK BOOST POST	480.97
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	EXTENSION CORDS FOR SOUTHRIDGE PA	74.84
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	LGT COURSE	380.00
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	POOL SCHEDULING APPLICATION	480.00
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	PANDORA MOOD - SUBSCRIPTION	29.27
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	IFEA CONFERENCE, WILLIAMSBURG, VIR	695.00

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T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in FAIRY GARDEN SUPPLIES	38.72
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in RACK CARDS GOLF COURSE	85.53
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in JUNE 1ST THURSDAY SUPPLIES	56.94
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in KIDS NIGHT OUT EVENT SUPPLIES	33.58
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in JUNE 1ST THURSDAY SUPPLIES	16.29
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in SHARKS SWIM TEAM SHIRTS	456.12
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in CLOCK - POOL	12.75
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in HAND SANITIZER - POOL SUPPLIES	121.55
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in REFUND FOR SANITIZER REFILL - POOL S	-121.55
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in CORNHOLE BOARDS	259.95
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in ART DISPLAY AT COMMUNITY CENTER	111.47
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in SUMMER ACTIVITIES FLYER	2.99
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in FAIRY GARDEN FLOWERS	18.36
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in FAIRY GARDEN BOWLS/CONTAINERS	3.26
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in POOL THEME WEEKS	34.75
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in GOLF COURSE GRAND OPENING RACK C.	97.62
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in HAND SANITIZER - POOL	85.64
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in CHARGED FOR MEMBERSHIP FEE AFTER	14.11
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in FAIRY TALE EVENT POTTING SOIL	17.25
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in RIBBONS BEST TIME SHARK SWIM TEAM	86.00
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in REPLACEMENT FRONT FOR PODIUM	173.12
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in GAFFERS TAPE FOR SOUTHRIDGE COMPI	128.96
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in FAIRY GARDEN SUPPLIES	79.96
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in OFFICE SUPPLIES FOR POOL	4.57
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in FAIRY GARDEN PROGRAM ACCESSORIES	31.78
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in POOL OFFICE SUPPLIES	89.06
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in CAMERA CHARGER AND BACK-UP BATTE	23.94
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in POOL THEME FLYER	2.99
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in PAINT FOR LARGE LETTERS	14.60
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in OFFICE SUPPLIES, LABELS, DATE STAMP,	223.35
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in JULY-JUNE CALENDAR	21.63
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in POPSICLE SUNDAY - POOL	9.95
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in 11-18 SWIM TEAM SHIRTS	71.68
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in POOL BANNER	369.07
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in LINENS	70.59
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in SWIFTER WET JET REFILL	17.31
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in RADIO EAR PIECES	137.36

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T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	FAIRY GARDEN SUPPLIES	7.19
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	RECERTIFICATION LGT	76.00
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	CHRISTMAS IN JULY ITEMS - RECREATIO	102.54
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	SIGN HOLDERS ON OFFICE DESK CABINE	43.33
Total amount by Department							\$ 17,538.94
114 PARKS DEPT.-FACILITIES MAINT.							
	147946	07/26/2019	03088	APOLLO MECHANICAL CONTRACTORS A	in	HVAC	241.09
	147946	07/26/2019	03088	APOLLO MECHANICAL CONTRACTORS A	in	HVAC	80.36
	147946	07/26/2019	03088	APOLLO MECHANICAL CONTRACTORS A	in	HVAC	120.55
	147946	07/26/2019	03088	APOLLO MECHANICAL CONTRACTORS A	in	HVAC	160.73
	147946	07/26/2019	03088	APOLLO MECHANICAL CONTRACTORS A	in	HVAC	227.65
	147948	07/26/2019	00214	BASIN DEPARTMENT STORE	in	UNIFORM ALLOWANCE	108.59
	147948	07/26/2019	00214	BASIN DEPARTMENT STORE	in	UNIFORM ALLOWANCE	108.59
	147957	07/26/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	25.17
	147957	07/26/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	106.16
	147957	07/26/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	17.34
	147957	07/26/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	2,919.28
	147957	07/26/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	164.50
	147957	07/26/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	61.18
	147957	07/26/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	18.59
	147967	07/26/2019	00083	CASCADE NATURAL GAS	in	GAS SERVICE	1,024.04
	147980	07/26/2019	10211	CLEMENTS PAUL	in	UNIFORM ALLOWANCE	87.00
	147982	07/26/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE - PARKS	60.51
	147982	07/26/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE PARKS	58.95
	148006	07/26/2019	00166	FARMERS EXCHANGE	in	EDGER BELT	34.90
	148006	07/26/2019	00166	FARMERS EXCHANGE	in	GRASS SEED	22.21
	148006	07/26/2019	00166	FARMERS EXCHANGE	in	BACKPACK SPRAYER	146.60
	148010	07/26/2019	09237	FIKES NORTHWEST CORP	in	AIR FRESHNER SVC	212.97
	148057	07/26/2019	06624	MOUNT'S LOCK, KEY & ENGRAVING INC	in	KEYS	14.88
	148073	07/26/2019	00112	PALLIS POOL & PATIO INC	in	POOL CHEMICALS	1,772.32
	148075	07/26/2019	00708	PARK & RECREATION DEPT	in	PETTY CASH REIMBURSEMENT	71.51
	148078	07/26/2019	00957	RANCH & HOME INC	in	SPRAYER REPAIRS	8.13
	148091	07/26/2019	00817	SENSKE LAWN & TREE CARE INC	in	TREE REMOVAL	532.14
	148091	07/26/2019	00817	SENSKE LAWN & TREE CARE INC	in	STUMP GRINDING	380.10
	148091	07/26/2019	00817	SENSKE LAWN & TREE CARE INC	in	TREE REMOVAL	377.39
	148091	07/26/2019	00817	SENSKE LAWN & TREE CARE INC	in	TREE REPAIR	214.49
	148091	07/26/2019	00817	SENSKE LAWN & TREE CARE INC	in	TREE REPAIR	377.39

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	148091	07/26/2019	00817	SENSKE LAWN & TREE CARE INC	in	TREE REMOVAL	1,333.07
	148091	07/26/2019	00817	SENSKE LAWN & TREE CARE INC	in	TREE REMOVAL	1,281.48
	148091	07/26/2019	00817	SENSKE LAWN & TREE CARE INC	in	CONTRACT 18-040	3,518.41
	148091	07/26/2019	00817	SENSKE LAWN & TREE CARE INC	in	CONTRACT 18-040	1,830.15
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	TAPE AND TUBE TO MAIL MAPS OF COLU	11.52
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	CITY HALL LANDSCAPING	95.52
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	OFFICE SUPPLIES	17.02
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	CITY HALL LANDSCAPING WEST ENTRAN	15.20
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	8'X12' NYLON FLAG FOR VETERAN'S MEM	238.74
Total amount by Department							\$ 18,096.42
120 NON-DEPARTMENTAL							
	147946	07/26/2019	03088	APOLLO MECHANICAL CONTRACTORS A	in	HVAC	261.18
	147951	07/26/2019	00092	BENTON CLEAN AIR AGENCY	in	COK ASSESSMENT	18,138.96
	147952	07/26/2019	08297	BENTON CO COMMISSIONERS	in	DIST COURT/OPD BILLINGS	89,023.99
	147952	07/26/2019	08297	BENTON CO COMMISSIONERS	in	DIST COURT/OPD BILLINGS	42,160.96
	147967	07/26/2019	00083	CASCADE NATURAL GAS	in	GAS SERVICE	22.34
	147975	07/26/2019	00100	CITY OF RICHLAND	in	HANFORD COMM ASSESS	5,335.75
	147992	07/26/2019	07711	CULLIGAN WATER CONDITIONING	in	WATER DELIVERY	381.18
	147992	07/26/2019	07711	CULLIGAN WATER CONDITIONING	in	WATER DELIVERY	24.98
	147992	07/26/2019	07711	CULLIGAN WATER CONDITIONING	in	WATER DELIVERY	19.54
T	300374	07/17/2019	00511	WA STATE DEPT OF RETIREMENT SYSTEI	in	PRIOR SERVICE CONTRIBUTION	217.00
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	WATER COOLER	141.17
Total amount by Department							\$ 155,727.05
360 MISCELLANEOUS REVENUE							
T	300375	07/22/2019	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	38.49
Total amount by Department							\$ 38.49
Total amount by Fund							\$ 773,363.76
101 STREET FUND							
010 STREETS							
	147942	07/26/2019	02396	AMERICAN ROCK PRODUCTS INC.	in	HOSPITAL STONE	8,636.22
	147942	07/26/2019	02396	AMERICAN ROCK PRODUCTS INC.	in	HOSPITAL STONE	4,923.67
	148006	07/26/2019	00166	FARMERS EXCHANGE	in	CHAIN SAW CHAINS	45.81
	148017	07/26/2019	01775	GRAINGER	in	CHIP SEAL SUPPLIES	235.98
	148025	07/26/2019	08572	HIGH DESERT MAINTENANCE INC	in	EXTRA TIE DOWNS	165.18
	148028	07/26/2019	00113	INLAND ASPHALT COMPANY	in	HOT MIX	353.66

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T	300375	07/22/2019	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	3.40
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	APWA PWX CONFERENCE REGISTRATION	50.00
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	APWA PWX CONFERENCE REGISTRATION	50.00
Total amount by Department							\$ 14,463.92
020 TRAFFIC							
	147957	07/26/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	551.72
	147957	07/26/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	34.21
	147957	07/26/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	281.66
	147957	07/26/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	74.39
	147957	07/26/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	547.58
	147957	07/26/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	1,172.93
	147957	07/26/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	57.61
	147957	07/26/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	54.68
	147978	07/26/2019	05777	CLEARWATER NAPA	in	TRAFFIC PAINT	10.31
	147982	07/26/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE - FROST	35.31
	147982	07/26/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE PUBLIC WORKS	49.13
	147999	07/26/2019	01874	ELECTRO-TECH'S	in	PARTS - GPS	63.00
	148038	07/26/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	PHOTOCELL	66.54
	148067	07/26/2019	03700	OFFICE DEPOT INC	in	OFFICE SUPPLIES	24.97
	148074	07/26/2019	01040	PARAMOUNT SUPPLY COMPANY	in	PAINT TRUCK PARTS	82.73
	148108	07/26/2019	04651	TRASTAR INC	in	TRAFFIC SUPPLIES	1,925.30
	148114	07/26/2019	04764	UNITED PARCEL SERVICE	in	SHIPPING	2.49
	148118	07/26/2019	01035	WASHINGTON HARDWARE AND FURNIT	in	SPRAY PAINT	60.66
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	HOTEL FOR JOHN PIERCE FOR IMSA CON	208.30
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	HOTEL FOR JONATHAN WILSON FOR THE	208.30
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	ALUMINUM BARCODE LABELS. NEED TO	1,021.00
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	MEETING SUPPLIES FOR PUBLIC WORKS	16.03
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	PUBLIC AGENCY MEMBERSHIP RENEWAI	81.00
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	ISMA CONFERENCE REGISTRATION FOR J	1,170.00
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	OFFICE SUPPLIES	17.02
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	CREDIT FOR ISMA CONFERENCE REGISTI	-585.00
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	HOTEL FOR JOE SEET FOR ITE CONFEREN	156.25
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	HOTEL FOR SORIN JUSTER FOR THE ITE C	156.25
Total amount by Department							\$ 7,544.37
360 MISCELLANEOUS REVENUES							
T	300375	07/22/2019	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	8.37

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						Total amount by Department \$ 8.37
						Total amount by Fund \$ 22,016.66
102 ARTERIAL STREET FUND						
010 ARTERIAL STREET FUND						
148048	07/26/2019	10207	MATERIALS TESTING & INSPECTION	in	TESTING SERVICES	292.50
						Total amount by Department \$ 292.50
						Total amount by Fund \$ 292.50
103 URBAN ARTERIAL STREET FUND						
010 REIMBURSEABLE GRANTS						
147968	07/26/2019	05265	CASCADE TITLE CO	in	LIMITED LIABILITY REPORT	54.30
147968	07/26/2019	05265	CASCADE TITLE CO	in	LIMITED LIABILITY REPORT	54.30
147968	07/26/2019	05265	CASCADE TITLE CO	in	LIMITED LIABILITY REPORT	54.30
147968	07/26/2019	05265	CASCADE TITLE CO	in	LIMITED LIABILITY REPORT	54.30
147968	07/26/2019	05265	CASCADE TITLE CO	in	LIMITED LIABILITY REPORT	54.30
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOR	in	MEETING SUPPLIES FOR US395/RIDGELIN	49.30
						Total amount by Department \$ 320.80
						Total amount by Fund \$ 320.80
107 COMMUNITY DEVELOPMENT FUND						
030 CURRENT PROGRAM YEAR						
147974	07/26/2019	00395	CITY OF KENNEWICK	in	SCHOLARSHIP REIMB	1,498.00
147974	07/26/2019	00395	CITY OF KENNEWICK	in	SCHOLARSHIP REIMB	13,332.50
148027	07/26/2019	00006	IMPREST PETTY CASH FUND	in	PETTY CASH FUND	112.52
148060	07/26/2019	08420	N W A C D M NW ASSOCIATION OF CD MC	in	DUES	100.00
148090	07/26/2019	01129	SENIOR LIFE RESOURCES, INC.	in	MOW REIMBURSEMENT	9,500.00
						Total amount by Department \$ 24,543.02
330 INTERGOVERNMENTAL REVENUE						
147975	07/26/2019	00100	CITY OF RICHLAND	in	HOME PAYOFF	5,000.00
147975	07/26/2019	00100	CITY OF RICHLAND	in	HOME PAYOFF	5,000.00
						Total amount by Department \$ 10,000.00
						Total amount by Fund \$ 34,543.02
111 ASSET FORFEITURE FUND						

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010 ASSET FORFEITURE FUND						
148043	07/26/2019	03914	LITTRELL, CHRISTOPHER	in	CAT REIMBURSEMENT	100.00
148043	07/26/2019	03914	LITTRELL, CHRISTOPHER	in	CAT REIMBURSEMENT	50.00
Total amount by Department						\$ 150.00
Total amount by Fund						\$ 150.00
117 CRIMINAL JUSTICE SALES TAX FUND						
010 CRIMINAL JUSTICE SALES TAX FUND						
147947	07/26/2019	09494	ASHLEY ALI	in	TUITION REIMBURSEMENT	864.40
148097	07/26/2019	07685	SPECIAL CONSULTING SERVICES LLC	in	SPECIAL INVESTIGATIONS	1,516.75
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	CAKE FOR CITIZENS ACADEMY GRADUA	31.99
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	WAPRO SPRING TRAINING - CHRISTINA W	25.00
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	REDUNDANT INTERNET CONNECTION - M	1,160.00
Total amount by Department						\$ 3,598.14
Total amount by Fund						\$ 3,598.14
300 CAPITAL IMPROVEMENTS FUND						
010 STREET IMPROVEMENTS						
148015	07/26/2019	02696	GAMETIME C/O SITELINES PARK & PLAY	in	PLAYGROUND OF DREAMS	84,316.66
148015	07/26/2019	02696	GAMETIME C/O SITELINES PARK & PLAY	in	PLAYGROUND OF DREAMS	163,827.46
148016	07/26/2019	01413	GOODMAN & MEHLENBACHER, INC.	in	E 47TH AVENUE - REPAIR	3,770.38
148046	07/26/2019	03083	MACKAY SPOSITO INC	in	WAYFINDING PROGRAM	10,735.58
Total amount by Department						\$ 262,650.08
020 LAND AND FACILITIES						
148080	07/26/2019	03569	RAY POLAND AND SONS INC	in	RETAINAGE	320.00
148091	07/26/2019	00817	SENSKE LAWN & TREE CARE INC	in	CONTRACT 18-040	2,903.20
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	CIGARETTE RECEPTACLE FOR COLUMBL	224.72
Total amount by Department						\$ 3,447.92
900 CAPITAL PURCHASES						
147963	07/26/2019	10163	CALDIGIT INC	in	HARDWARE	21,800.62
147963	07/26/2019	10163	CALDIGIT INC	in	CREDIT	-980.00
148063	07/26/2019	00886	NEW HORIZONS COMPUTER LEARNING C	in	WINDOWS 10 TRAINING	7,015.00
148112	07/26/2019	01566	TYLER TECHNOLOGIES INC	in	EDEN REPLACEMENT PROJECT	700.00
T 300375	07/22/2019	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	122.20
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	DISPLAYPORT TO VGA ADAPTER	10.74

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T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	50 USB-C TO HDMI ADAPTERS, 40 DISPLA	1,269.10
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	VIDEO CABLES FOR WORKSTATION REPL	60.97
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	50 DISPLAYPORT TO DVI VIDEO CABLES	693.50
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	15 2 PACKS OF USB 3.0 EXTENSION CABLI	897.90
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	30 USB-C TO VGA ADAPTER FOR NEW LAI	399.00
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	5 1TB EXTERNAL HARD DRIVES - WORKS	244.30
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	30 DISPLAYPORT TO VGA ADAPTERS FOR	459.00
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	2 MINI DISPLAYPORT TO DVI VIDEO CABI	15.18
Total amount by Department							\$ 32,707.51
Total amount by Fund							\$ 298,805.51
401 WATER AND SEWER FUND							
	148021	07/26/2019	00865	H D FOWLER COMPANY INC	in	INVENTORY	8,060.62
	148021	07/26/2019	00865	H D FOWLER COMPANY INC	in	INVENTORY	601.55
Total amount by Department							\$ 8,662.17
010 WATER/SEWER OPERATIONS							
	147944	07/26/2019	07400	ANALYTICAL SERVICES INC	in	LAB SERVICES	215.00
	147945	07/26/2019	00799	APEX CONTRACTING	in	ASPHALT REPAIR	7,395.00
	147945	07/26/2019	00799	APEX CONTRACTING	in	MATERIALS & LABOR	3,056.60
	147946	07/26/2019	03088	APOLLO MECHANICAL CONTRACTORS A	in	HVAC	1,812.53
	147946	07/26/2019	03088	APOLLO MECHANICAL CONTRACTORS A	in	HVAC	270.54
	147946	07/26/2019	03088	APOLLO MECHANICAL CONTRACTORS A	in	HVAC	168.33
	147946	07/26/2019	03088	APOLLO MECHANICAL CONTRACTORS A	in	HVAC	131.13
	147948	07/26/2019	00214	BASIN DEPARTMENT STORE	in	UNIFORM ALLOWANCE	232.40
	147948	07/26/2019	00214	BASIN DEPARTMENT STORE	in	UNIFORM ALLOWANCE	292.12
	147949	07/26/2019	04052	BATTERIES PLUS	in	UPS - LESLIE	30.35
	147949	07/26/2019	04052	BATTERIES PLUS	in	BATTERIES	10.70
	147949	07/26/2019	04052	BATTERIES PLUS	in	BATTERIES	71.51
	147949	07/26/2019	04052	BATTERIES PLUS	in	BATTERIES	121.41
	147949	07/26/2019	04052	BATTERIES PLUS	in	UPS BATTERIES	95.35
	147950	07/26/2019	03707	BAXTER AUTO PARTS	in	FILTERS	58.20
	147956	07/26/2019	00093	BENTON FRANKLIN DISTRICT HEALTH	in	LAB SAMPLES	2,745.00
	147956	07/26/2019	00093	BENTON FRANKLIN DISTRICT HEALTH	in	LAB TESTING	300.00
	147957	07/26/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	75.77
	147957	07/26/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	10,141.86

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147957	07/26/2019	00084	BENTON PUD NO. 1	in	ELECTRICITY	79.47
147966	07/26/2019	00555	CASCADE COLUMBIA DISTRIBUTION CO	in	POLYALUMINUM CHLORIDE	10,579.10
147966	07/26/2019	00555	CASCADE COLUMBIA DISTRIBUTION CO	in	SODIUM PERMANGANATE	6,903.70
147967	07/26/2019	00083	CASCADE NATURAL GAS	in	GAS SERVICE	96.77
147969	07/26/2019	05050	CENTRAL HOSE & FITTINGS INC	in	RAGS	56.47
147982	07/26/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE - FROST	98.86
147982	07/26/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE PUBLIC WORKS	78.60
147984	07/26/2019	00505	COLUMBIA GRAIN & FEED INC	in	CHOP SAW REPAIR	151.21
147984	07/26/2019	00505	COLUMBIA GRAIN & FEED INC	in	TOOL REPAIR	121.60
147987	07/26/2019	00013	CORE & MAIN LP	in	REPAIR - GASKETS	45.02
147993	07/26/2019	09415	CUMMINS INC	in	LIGHTS - GENERATOR	768.40
148000	07/26/2019	00434	EMPIRE RUBBER & SUPPLY INC.	in	REPAIR - LIFT STATION	9.90
148002	07/26/2019	09032	ENDRESS + HAUSER INC	in	SCADA EQUIPMENT	912.22
148006	07/26/2019	00166	FARMERS EXCHANGE	in	EQUIP MAINT.	9.12
148006	07/26/2019	00166	FARMERS EXCHANGE	in	CHAIN SAW CHAINS	35.94
148006	07/26/2019	00166	FARMERS EXCHANGE	in	TRIMMER LINE	16.28
148007	07/26/2019	08774	FASTENAL COMPANY	in	GREASE - UV	50.49
148008	07/26/2019	00086	FERGUSON ENTERPRISES INC	in	PARTS & SUPPLIES	60.73
148008	07/26/2019	00086	FERGUSON ENTERPRISES INC	in	F/H METER	1,473.47
148010	07/26/2019	09237	FIKES NORTHWEST CORP	in	AIR FRESHNER SVC	19.17
148011	07/26/2019	05716	FLEETMATICS USA, LLC	in	GPS UNITS	195.48
148013	07/26/2019	09431	G & R AG PRODUCTS INC	in	NOZZELS	23.56
148017	07/26/2019	01775	GRAINGER	in	HOOR METER	38.27
148017	07/26/2019	01775	GRAINGER	in	CANOPY	105.08
148017	07/26/2019	01775	GRAINGER	in	SCADA POWER STRIP	32.37
148019	07/26/2019	04759	GRIGG ENTERPRISES INC DBA ACE HARI	in	OFFICE SUPPLIES	49.67
148019	07/26/2019	04759	GRIGG ENTERPRISES INC DBA ACE HARI	in	SUPPLIES	16.26
148020	07/26/2019	07234	GROUNDWATER SOLUTIONS INC DBA GE	in	ASR CYCLE 06 TESTING	18,515.00
148021	07/26/2019	00865	H D FOWLER COMPANY INC	in	F/H PARTS	458.58
148022	07/26/2019	01482	HACH COMPANY	in	LAB SUPPLIES	175.50
148023	07/26/2019	06569	HDR INC	in	CONSULTANT SERVICES	1,946.56
148023	07/26/2019	06569	HDR INC	in	CONSULTANT SERVICES	5,348.18
148031	07/26/2019	04624	JCI JONES CHEMICALS INC	in	SODIUM HYPOCHLORITE	5,312.13
148031	07/26/2019	04624	JCI JONES CHEMICALS INC	in	SODIUM HYPOCHLORITE	5,463.25
148038	07/26/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	PARTS - DRINKING FOUNTAIN	2.67
148038	07/26/2019	00078	KENNEWICK INDUSTRIAL & ELEC	in	PARTS - BRUSHES	5.58
148045	07/26/2019	03154	M & M BOLT COMPANY, LLC	in	CLARIFIER PARTS	18.16

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148045	07/26/2019	03154	M & M BOLT COMPANY, LLC	in PARTS & SUPPLIES	3.56
148048	07/26/2019	10207	MATERIALS TESTING & INSPECTION	in TESTING SERVICES	256.25
148054	07/26/2019	00217	MILLER PAINT CO	in F/H PAINT	105.78
148054	07/26/2019	00217	MILLER PAINT CO	in F/H PAINT	317.33
148059	07/26/2019	01290	N C L OF WISCONSIN, INC.	in LAB SUPPLIES	378.77
148064	07/26/2019	04748	NORTH COAST ELECTRIC COMPANY	in PARTS - SCADA	10.67
148065	07/26/2019	04466	NORTHSTAR CHEMICAL INC	in PHOSPHORIC ACID	5,317.50
148065	07/26/2019	04466	NORTHSTAR CHEMICAL INC	in SODIUM HYPOCHLORITE	882.50
148072	07/26/2019	00917	OXARC, INC.	in CO2 - FREEZE KIT	53.76
148074	07/26/2019	01040	PARAMOUNT SUPPLY COMPANY	in PSI GAUGES	242.62
148074	07/26/2019	01040	PARAMOUNT SUPPLY COMPANY	in HVAC AIR FILTERS	51.22
148074	07/26/2019	01040	PARAMOUNT SUPPLY COMPANY	in HVAC AIR FILTERS	154.43
148074	07/26/2019	01040	PARAMOUNT SUPPLY COMPANY	in HVAC AIR FILTERS	69.59
148078	07/26/2019	00957	RANCH & HOME INC	in PORTABLE FUEL CAN	54.29
148078	07/26/2019	00957	RANCH & HOME INC	in BUCKETS	26.00
148079	07/26/2019	00957	RANCH & HOME INC	in MONITOR PARTS	12.99
148079	07/26/2019	00957	RANCH & HOME INC	in CREDIT	-2.61
148079	07/26/2019	00957	RANCH & HOME INC	in CHAIN LINK REPAIR	5.85
148082	07/26/2019	00366	REESE CONCRETE PRODUCTS MFG INC	in SUPPLIES	92.31
148093	07/26/2019	00724	SHOWCASE SPECIALTIES, INC.	in UNIFORM ALLOWANCE	244.35
148094	07/26/2019	00680	SIERRA ELECTRIC, INC.	in REPAIRS - 48TH & OLYMPIA	180.28
148094	07/26/2019	00680	SIERRA ELECTRIC, INC.	in MCC REPAIR	587.85
148094	07/26/2019	00680	SIERRA ELECTRIC, INC.	in WTP MAINTENANCE	270.41
148103	07/26/2019	08943	TELOG INSTRUMENTS INC	in REPLACEMENT CABLE	149.90
148109	07/26/2019	06270	TRI-CITY SIGN & BARRICADE CONSTRUCTION	in LOCATE PAINT	171.60
148110	07/26/2019	00393	TROJAN TECHNOLOGIES	in GEL - WIPER ASSEMBLY	234.69
148125	07/26/2019	00355	WHITNEY EQUIPMENT CO INC	in CONCERTOR PUMP	10,880.61
T 300375	07/22/2019	00167	WA STATE DEPT OF REVENUE	in EXCISE TAX	81,470.98
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in AC UNIT FOR 47TH & OLYMPIA RESERVOIR	324.71
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in BUSINESS CARDS FOR RYAN PAULSON	31.30
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in MICROSOFT WINDOWS SERVER LICENSE	4,584.66
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in MEETING SUPPLIES FOR PUBLIC WORKS	16.03
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in BLACK PRINTER CARTRIDGE - BROTHER	42.33
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in OFFICE CHAIRS FOR WWTP	646.17
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in MICROSOFT OFFICE 2019 - SCADA PROJECT	419.80
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in MICROSOFT SQL SERVER 2017 - SCADA PROJECT	2,257.84
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in BARK NUGGETS	9.23

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T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	OFFICE SUPPLIES	25.52
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	LOGITECH WIRELESS MOUSE/KEYBOARI	48.86
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	THUNDERBOLT LAPTOP DOCKING STATI	242.17
Total amount by Department							\$ 197,368.72
030 SEWER AREA CHARGE							
	148035	07/26/2019	04713	J-U-B ENGINEERS INC	in	ENGINEERING SERVICES	6,784.65
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	SITE PLAN REVIEW - WWTP PHASE II PIL	638.00
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	BUILDING PERMIT - WWTP PHASE II PILO	670.25
Total amount by Department							\$ 8,092.90
Total amount by Fund							\$ 214,123.79
402 MEDICAL SERVICES FUND							
010 MEDICAL SERVICES							
	147961	07/26/2019	03495	BOUND TREE MEDICAL LLC	in	IV SUPPLIES	142.32
	147961	07/26/2019	03495	BOUND TREE MEDICAL LLC	in	MEDICAL SUPPLIES	119.14
	147961	07/26/2019	03495	BOUND TREE MEDICAL LLC	in	MEDICAL SUPPLIES	293.34
	147961	07/26/2019	03495	BOUND TREE MEDICAL LLC	in	MEDICATION	60.27
	147961	07/26/2019	03495	BOUND TREE MEDICAL LLC	in	MEDICAL SUPPLIES	1.79
	147961	07/26/2019	03495	BOUND TREE MEDICAL LLC	in	MEDICAL SUPPLIES	505.71
	147965	07/26/2019	07715	CARDINAL HEALTH 411, INC	in	MEDICATION	141.04
	147965	07/26/2019	07715	CARDINAL HEALTH 411, INC	in	MEDICATION	79.76
	147965	07/26/2019	07715	CARDINAL HEALTH 411, INC	in	MEDICATION	67.02
	147972	07/26/2019	02481	CI INFORMATION MANAGEMENT CI SUP	in	SHRED SERVICE	61.39
	147975	07/26/2019	00100	CITY OF RICHLAND	in	SECOMM ASSESSMENT	16,788.31
	147982	07/26/2019	07849	COLUMBIA BASIN ICE AND TRANSPORT	in	ICE - STATION 4	22.27
	147988	07/26/2019	10227	CORRIELL APPLIANCE LLC	in	DISHWASHER REPAIR	65.16
	148014	07/26/2019	05823	GALLS, LLC	in	UNIFORM PANTS	221.89
	148014	07/26/2019	05823	GALLS, LLC	in	DOUBLE BUGLE PINS	11.63
	148042	07/26/2019	08868	LIFE-ASSIST	in	MEDICAL SUPPLIES	115.98
	148042	07/26/2019	08868	LIFE-ASSIST	in	MEDICAL SUPPLIES	1,375.98
	148051	07/26/2019	01676	MEDLINE INDUSTRIES INC	in	IV SUPPLIES	388.69
	148051	07/26/2019	01676	MEDLINE INDUSTRIES INC	in	IV SUPPLIES	123.42
	148051	07/26/2019	01676	MEDLINE INDUSTRIES INC	in	IV SUPPLIES	115.11
	148052	07/26/2019	01206	MED-TECH RESOURCE INC	in	MEDICAL SUPPLIES	142.89
	148072	07/26/2019	00917	OXARC, INC.	in	OXYGEN	45.95
	148072	07/26/2019	00917	OXARC, INC.	in	OXYGEN	37.87

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148078	07/26/2019	00957	RANCH & HOME INC	in DAY BOOTS	191.25
148078	07/26/2019	00957	RANCH & HOME INC	in DAY BOOTS	147.69
148128	07/26/2019	06869	ZOLL MEDICAL CORPORATION	in MEDICAL SUPPLIES	617.34
148128	07/26/2019	06869	ZOLL MEDICAL CORPORATION	in PEDI-PADZ ELECTRODES	219.75
148128	07/26/2019	06869	ZOLL MEDICAL CORPORATION	in ECG ELECTRODES	234.58
T 300375	07/22/2019	00167	WA STATE DEPT OF REVENUE	in EXCISE TAX	11,139.44
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in BONAI LCD UNIVERSAL BATTERY CHARG	35.28
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in ADHESIVE CABLE CLIPS & WIRE MANAG	32.97
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in COMPACT KEYBOARD FOR BILLER.	21.71
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in BAR KEEPER FRIEND FOAMING ALL-PUR	7.91
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in STATION OPERATING SUPPLIES: BOUNTY	94.27
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in STATION OPERATING SUPPLIES: BRIGHTC	144.57
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in STATION OPERATING SUPPLIES: BEDDING	132.93
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in STATION OPERATING SUPPLIES - BEDDING	41.25
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in STATION OPERATING SUPPLIES - BEDDING	61.88
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in STATION OPERATING SUPPLIES - BEDDING	41.25
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in STATION OPERATING SUPPLIES: 33GAL H	22.69
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in STATION OPERATING SUPPLIES - BEDDING	20.63
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in STATION OPERATING SUPPLIES & OFFICE	103.10
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in STATION OPERATING SUPPLIES: SEVENTH	11.05
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in WELCH ALLYN SUREPTEMP ORAL PROBE	492.35
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in STATION OPERATING SUPPLIES: 60-DAY S	24.00
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in COMBO STATIONWEAR/WILDLAND BOOI	147.72
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in MONTHLY RX DISPOSAL FEE AT FTC.	69.07
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in STATION OPERATING SUPPLIES & OFFICE	43.99
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in STATION OPERATING SUPPLIES: 3M EAR S	16.61
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in STATION OPERATING SUPPLIES: WHITE K	6.11
Total amount by Department					\$ 35,048.32
Total amount by Fund					\$ 35,048.32

403 BUILDING SAFETY FUND

010 BUILDING SAFETY

148029	07/26/2019	05158	INSIDE TRADER LLC CARTRIDGE WORLI	in BLK LASR CARTRIDGE	99.90
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in OFFICE DEPOT MISC. OFFICE SUPPLIES - I	101.25
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in OFFICE DEPOT: TUL CUSTOM NOTE-TAKI	18.28
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in CODECHECK.COM; CODECHECK 8TH EDI	67.84
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in GOOD TO GO!: TOLL BILL AND REPROCES	11.50

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T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	GREAT HARVEST BREAD CO: 45 EXEC. LU	289.23
Total amount by Department							\$ 588.00
Total amount by Fund							\$ 588.00
404 COLISEUM FUND							
010 COLISEUM							
	148066	07/26/2019	04341	O'BRIEN CONSTRUCTION	in	CONTRACT 18-042	352,742.87
Total amount by Department							\$ 352,742.87
Total amount by Fund							\$ 352,742.87
405 STORMWATER UTILITY FUND							
010 STORMWATER							
	148045	07/26/2019	03154	M & M BOLT COMPANY, LLC	in	SWEEPER PARTS	26.88
	148069	07/26/2019	05251	ONSITE ENVIRONMENTAL INC	in	SWEEPER RE-TEST	530.00
	148071	07/26/2019	01912	OWEN EQUIPMENT COMPANY	in	VAC CON PARTS	1,629.67
T	300375	07/22/2019	00167	WA STATE DEPT OF REVENUE	in	EXCISE TAX	3,090.98
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	MEETING SUPPLIES FOR PUBLIC WORKS	16.02
Total amount by Department							\$ 5,293.55
Total amount by Fund							\$ 5,293.55
406 COLUMBIA PARK GOLF COURSE FUND							
010 COLUMBIA PARK GOLF COURSE							
	147977	07/26/2019	05296	CKJT ARCHITECTS PLLC	in	CONSULTING SVCS-CPGC	265.00
	147997	07/26/2019	10214	DURA-SHINE CLEAN LLC	in	JANITORIAL SERVICES	450.00
	148009	07/26/2019	06249	FERRELLGAS L P	in	PROPANE TANK	302.92
	148009	07/26/2019	06249	FERRELLGAS L P	in	PROPANE TANK	474.20
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	2 CHAIRS AND TABLE FOR GOLF COURSE	1,055.54
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	WALL DECOR	368.20
T	300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in	CLOCK FOR GOLF COURSE CLUBHOUSE.	113.43
Total amount by Department							\$ 3,029.29
Total amount by Fund							\$ 3,029.29
501 EQUIPMENT RENTAL FUND							
	147973	07/26/2019	05727	CITI COSTCO ANYWHERE VISA	in	INVENTORY	85.43
	147985	07/26/2019	08852	COMMERCIAL TIRE	in	TIRE INVENTORY	1,445.94

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147985	07/26/2019	08852	COMMERCIAL TIRE	in	TIRE INVENTORY	1,301.83
147985	07/26/2019	08852	COMMERCIAL TIRE	in	CREDIT	-250.70
148006	07/26/2019	00166	FARMERS EXCHANGE	in	BLADES	162.90
148061	07/26/2019	08875	NAPA PASCO AUTO PARTS	in	INVENTORY	10.11
148061	07/26/2019	08875	NAPA PASCO AUTO PARTS	in	INVENTORY	301.09
148076	07/26/2019	06241	PASCO TIRE FACTORY INC	in	INVENTORY	755.30
148099	07/26/2019	00028	STAR RENTALS INC	in	INDUSTRIAL KNIFE	63.97
Total amount by Department						\$ 3,875.87
010 EQUIPMENT RENTAL						
147943	07/26/2019	05681	AMERIGAS PROPANE LP	in	PROPANE - VEH. 0401	19.88
147962	07/26/2019	09662	BUCHANAN AUTOMATION INC	in	PARTS - VEH. 0153	222.25
147969	07/26/2019	05050	CENTRAL HOSE & FITTINGS INC	in	PARTS - VEH. 0229	28.89
147969	07/26/2019	05050	CENTRAL HOSE & FITTINGS INC	in	PART FOR VEH. 0229	8.12
147969	07/26/2019	05050	CENTRAL HOSE & FITTINGS INC	in	PARTS - VEHICLE 0086	353.71
147981	07/26/2019	01310	COLEMAN OIL COMPANY	in	CP MOWER FUEL	369.13
147981	07/26/2019	01310	COLEMAN OIL COMPANY	in	FLEETWIDE FUEL ACCT #0870469	19,815.54
147984	07/26/2019	00505	COLUMBIA GRAIN & FEED INC	in	REPAIR - VEH VC044	197.25
147989	07/26/2019	07868	CORWIN FORD - TRI CITIES	in	RADIATOR - VEH. 2105	539.14
147989	07/26/2019	07868	CORWIN FORD - TRI CITIES	in	SEAL - VEH. 2105	7.30
147989	07/26/2019	07868	CORWIN FORD - TRI CITIES	in	PIPE ASSEMBLY - VEH 7355	83.88
147989	07/26/2019	07868	CORWIN FORD - TRI CITIES	in	PARTS - VEH. 2512	10.12
147989	07/26/2019	07868	CORWIN FORD - TRI CITIES	in	FAN - VEH 7678	87.77
147994	07/26/2019	09827	DAY WIRELESS SYSTEMS	in	TRANSPORTATION EQUIP.	1,916.56
148006	07/26/2019	00166	FARMERS EXCHANGE	in	REPAIR - VEH. 0381	1,074.59
148006	07/26/2019	00166	FARMERS EXCHANGE	in	BLADE RECYCLER - VEH. 3818	48.87
148006	07/26/2019	00166	FARMERS EXCHANGE	in	BELT - VEH. 3523	170.43
148006	07/26/2019	00166	FARMERS EXCHANGE	in	BLADES - VEH 3737	254.10
148006	07/26/2019	00166	FARMERS EXCHANGE	in	BLADE SHARPENING - VEH. 3313	65.16
148006	07/26/2019	00166	FARMERS EXCHANGE	in	BLADE SHARPENING - VEH. 3313	108.60
148006	07/26/2019	00166	FARMERS EXCHANGE	in	REPAIR - VEH. 3817	110.61
148006	07/26/2019	00166	FARMERS EXCHANGE	in	THROTTLE CABLE - VEH W100	18.23
148006	07/26/2019	00166	FARMERS EXCHANGE	in	CREDIT - VEH 3737	-75.56
148006	07/26/2019	00166	FARMERS EXCHANGE	in	BLADES - VEH 3817	113.35
148025	07/26/2019	08572	HIGH DESERT MAINTENANCE INC	in	REPAIR - VEH. 0156	955.89
148026	07/26/2019	08711	HUGHES FIRE EQUIPMENT INC	in	HOLDERS - VEH 2717	275.49
148026	07/26/2019	08711	HUGHES FIRE EQUIPMENT INC	in	FILLER CAP - VEH. 2307	69.16
148030	07/26/2019	03313	J & L HYDRAULICS	in	PARTS - VEH. 5312	36.84

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148032	07/26/2019	02285	JIFFY CAR WASH, INC.	in FLEET CAR WASHES	651.60
148033	07/26/2019	03363	JIM'S PACIFIC GARAGES INC	in REPAIR - VEH. 4206	742.99
148033	07/26/2019	03363	JIM'S PACIFIC GARAGES INC	in REPAIR - VEH. 4612	618.41
148045	07/26/2019	03154	M & M BOLT COMPANY, LLC	in PARTS - VEH. 5905	3.39
148045	07/26/2019	03154	M & M BOLT COMPANY, LLC	in SCREWS - VEH. 3907	2.51
148049	07/26/2019	02710	MAXIM CRANE WORKS	in PART - VEH. 1090	1,021.88
148050	07/26/2019	02357	MCCURLEY CHEVROLET INC	in CONNECTOR - VEH 7804	25.02
148061	07/26/2019	08875	NAPA PASCO AUTO PARTS	in PARTS - VEH. 0010	340.93
148061	07/26/2019	08875	NAPA PASCO AUTO PARTS	in PARTS - VEH. 5555	39.56
148061	07/26/2019	08875	NAPA PASCO AUTO PARTS	in DOOR ROLLER -VEH. 0010	154.74
148061	07/26/2019	08875	NAPA PASCO AUTO PARTS	in COOLANT - VEH. 2105	22.19
148061	07/26/2019	08875	NAPA PASCO AUTO PARTS	in CREDIT - VEH. 0010	-133.98
148061	07/26/2019	08875	NAPA PASCO AUTO PARTS	in STARTER - VEH. 0255	207.81
148061	07/26/2019	08875	NAPA PASCO AUTO PARTS	in DOOR SWITCH - VEH. 0010	35.99
148061	07/26/2019	08875	NAPA PASCO AUTO PARTS	in STEERING RESERVOIR - VEH. 0230	175.88
148061	07/26/2019	08875	NAPA PASCO AUTO PARTS	in AIR FILTER - VEH. 2802	111.75
148061	07/26/2019	08875	NAPA PASCO AUTO PARTS	in OIL FILTER - VEH 2802	18.85
148061	07/26/2019	08875	NAPA PASCO AUTO PARTS	in SPARK PLUGS - VEH 7355	38.77
148061	07/26/2019	08875	NAPA PASCO AUTO PARTS	in GREASE - FLEET	4.68
148061	07/26/2019	08875	NAPA PASCO AUTO PARTS	in LAMP - VEH 0229	1.52
148061	07/26/2019	08875	NAPA PASCO AUTO PARTS	in PARTS - GENERATOR F004	19.31
148061	07/26/2019	08875	NAPA PASCO AUTO PARTS	in CREDIT - VEH. 0010	-70.86
148062	07/26/2019	10230	NATIONAL BARRICADE AND SIGN CO LE	in BREAK HANDLE - VEH. 1096	226.34
148070	07/26/2019	04217	O'REILLY AUTO PARTS	in LIFT SUPPORTS - VEH 0229	78.58
148086	07/26/2019	03691	RMT EQUIPMENT	in PART - VEH. 3907	22.27
148086	07/26/2019	03691	RMT EQUIPMENT	in INSTALL BLADES - VEH. 3737	234.87
148106	07/26/2019	07982	TITAN TRUCK EQUIPMENT	in MATERIALS & LABOR	11,257.17
148114	07/26/2019	04764	UNITED PARCEL SERVICE	in SHIPPING	4.74
148124	07/26/2019	05380	WESTERN SYSTEMS FABRICATION INC	in PARTS - VEH. 0100	221.72
148127	07/26/2019	06382	XYLEM WATER SOLUTIONS USA INC	in REAR JACKSTAND - VEH. 5905	462.09
T 300375	07/22/2019	00167	WA STATE DEPT OF REVENUE	in EXCISE TAX	804.25
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in REPORT OF SALE FOR VEHICLE 0107 2001	8.75
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in FILTER KIT FOR VEHICLE 0153. HANSEN V	145.33
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in PARTS FOR GRINDER S025	678.09
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in REGISTRATION FOR VEHICLE 5902 2019 F0	50.00
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in REGISTRATION AND LICENSING FOR VEH	108.67
Total amount by Department					\$ 45,221.11

City of Kennewick

Claims Roster

7/13/2019 - 7/26/2019

Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount \$
390 OTHER FINANCING SOURCES					
T 300375	07/22/2019	00167	WA STATE DEPT OF REVENUE	in EXCISE TAX	507.83
Total amount by Department					\$ 507.83
Total amount by Fund					\$ 49,604.81
502 CENTRAL STORES FUND					
147971	07/26/2019	08416	CHEMSEARCH	in INVENTORY	1,018.76
147983	07/26/2019	00175	COLUMBIA BASIN PAPER & SUPPLY	in INVENTORY	423.54
147991	07/26/2019	00481	CROWN PAPER & JANITORIAL SUPPLY	in INVENTORY	648.57
148004	07/26/2019	05426	EWING IRRIGATION PRODUCTS, INC	in IRRIGATION INVENTORY	3,361.75
148017	07/26/2019	01775	GRAINGER	in IRRIGATION INVENTORY	211.31
148017	07/26/2019	01775	GRAINGER	in INVENTORY	577.21
148042	07/26/2019	08868	LIFE-ASSIST	in INVENTORY	130.29
148104	07/26/2019	03426	THE HOME DEPOT PRO DBA SUPPLY WO	in TOWELS	1,235.22
148111	07/26/2019	04283	TURF STAR - WESTERN	in IRRIGATION INVENTORY	4,110.52
T 300375	07/22/2019	00167	WA STATE DEPT OF REVENUE	in EXCISE TAX	35.99
Total amount by Department					\$ 11,753.16
010 CENTRAL STORES					
147938	07/26/2019	01526	ABADAN	in COPIER MAINTENANCE	302.65
147938	07/26/2019	01526	ABADAN	in COPIER MAINTENANCE	754.62
147938	07/26/2019	01526	ABADAN	in COPIER MAINTENANCE	424.21
147938	07/26/2019	01526	ABADAN	in COPIER MAINTENANCE	87.00
148041	07/26/2019	06743	LEAF CAPITAL FUNDING LLC	in COPIER RENTAL	591.86
148041	07/26/2019	06743	LEAF CAPITAL FUNDING LLC	in COPIER RENTAL	387.25
148041	07/26/2019	06743	LEAF CAPITAL FUNDING LLC	in COPIER RENTAL	207.29
148041	07/26/2019	06743	LEAF CAPITAL FUNDING LLC	in COPIER RENTAL	181.47
Total amount by Department					\$ 2,936.35
Total amount by Fund					\$ 14,689.51
503 RISK MANAGEMENT FUND					
010 RISK MANAGEMENT					
148026	07/26/2019	08711	HUGHES FIRE EQUIPMENT INC	in REPAIR - KFD UNIT 2003	270.31
148086	07/26/2019	03691	RMT EQUIPMENT	in REPAIR - CANOPY MOWER	3.80
148094	07/26/2019	00680	SIERRA ELECTRIC, INC.	in REPAIR - LIGHT POLE	684.19

City of Kennewick

Claims Roster

7/13/2019 - 7/26/2019

Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount \$
Total amount by Department					\$ 958.30
Total amount by Fund					\$ 958.30
611 FIREMEN'S PENSION FUND					
010 FIREMEN'S PENSION					
147958	07/26/2019	04065	BERNA LETA	in LEOFF 1 PENSION	298.10
147979	07/26/2019	00127	CLEAVENGER, BUDDY L	in LEOFF 1 PENSION	908.60
147986	07/26/2019	00128	COMSTOCK, WILLIAM J	in LEOFF 1 PENSION	842.76
147995	07/26/2019	00121	DEINES, JAMES I	in LEOFF 1 PENSION	2,912.12
147998	07/26/2019	05685	ECKERT NANCY	in LEOFF 1 PENSION	1,332.79
148018	07/26/2019	00122	GRAVES MARJORIE	in LEOFF 1 PENSION	2,618.65
148077	07/26/2019	06700	PURDY PAULA	in LEOFF 1 PENSION	850.90
148085	07/26/2019	00145	REMUS, LARRY J	in LEOFF 1 PENSION	858.44
148092	07/26/2019	00148	SHAW, LEONARD	in LEOFF 1 PENSION	622.48
148095	07/26/2019	00150	SLEATER, LARRY L	in LEOFF 1 PENSION	1,350.05
148115	07/26/2019	00152	VICKERMAN THOMAS	in LEOFF 1 PENSION	471.84
148126	07/26/2019	00154	WILLEBY, DONALD R	in LEOFF 1 PENSION	696.77
Total amount by Department					\$ 13,763.50
Total amount by Fund					\$ 13,763.50
642 METRO DRUG FORFEITURE FUND					
010 NONE					
147981	07/26/2019	01310	COLEMAN OIL COMPANY	in FUEL - METRO	54.32
148001	07/26/2019	01933	EMPLOYMENT SECURITY DEPARTMENT	in RECORDS	9.50
148001	07/26/2019	01933	EMPLOYMENT SECURITY DEPARTMENT	in EMPLOYMENT REPORT	9.50
148089	07/26/2019	01123	SEINER ED	in SEIZURE HEARING EXAMINER	100.00
T 300376	07/23/2019	05000	COMMERCIAL CARD SOLUTIONS JP MOF	in MONTHLY FEE FOR STAMPS.COM	19.54
Total amount by Department					\$ 192.86
Total amount by Fund					\$ 192.86

City of Kennewick

Claims Roster

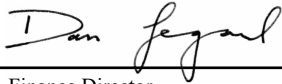
7/13/2019 - 7/26/2019

Accounting Period

2020

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount \$
Grand Total:					<u><u>\$ 1,823,125.19</u></u>

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



Dan Legard, Finance Director

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

Check numbers 147921 through 148164	\$ 1,660,215.46
Wire transfer number 300374	217.00
Wire transfer number 300375	100,032.37
Wire transfer number 300376	62,660.36

Total	<u><u>\$ 1,823,125.19</u></u>
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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.(3)	Council Date	08/20/2019
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 2019.

Motion for Consideration

I move to approve the Claims Roster for the Columbia Park Golf Course Account for June 2019 in the amount of \$18,851.63, comprised of check numbers 273-277, 2480-2485 in the amount of \$8,126.44 and electronic transfers in the amount of \$10,725.19.

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 \$18,851.63.

Through

Denise Winters
Jul 22, 15:21:42 GMT-0700 2019

Dept Head Approval

Dan Legard
Jul 29, 13:44:30 GMT-0700 2019

City Mgr Approval

Marie Mosley
Aug 15, 19:43:52 GMT-0700 2019

Attachments: Roster

☐ Recording
Required?

COLUMBIA PARK GOLF COURSE FUND
CHECK REGISTER
JUNE 2019

Check Number	Vendor Check Name	Check Date	Amount	Type
273	KING BEVERAGE	6/6/2019	\$123.01	Check
274	SALUNA CAMPBELL HANDMADE	6/12/2019	\$89.05	Check
275	KING BEVERAGE	6/13/2019	\$409.13	Check
276	KING BEVERAGE	6/20/2019	\$85.66	Check
277	KING BEVERAGE	6/27/2019	\$160.91	Check
2480	KENNEWICK GOLF CORPORATION	6/7/2019	\$4,665.14	Check
2481	QUEST DIAGNOSTICS	6/7/2019	\$31.95	Check
2482	TOTAL E INTEGRATED INC.	6/7/2019	\$209.95	Check
2483	COURSECO, INC	6/12/2019	\$1,670.24	Check
2484	COLUMBIA POINT GOLF COURSE	6/21/2019	\$641.40	Check
2485	YELP	6/21/2019	\$40.00	Check
ADPTS 006926490	ADP TOTAL SOURCE (AUTOPAY)	6/10/2019	\$3,533.57	EFT
KING 2073220	KING BEVERAGE	6/13/2019	\$595.32	EFT
CIG 809147	CAPITAL INSURANCE GROUP	6/30/2019	\$547.09	EFT
265166	BLUE ROOM	6/5/2019	\$322.19	EFT
265062	GT GOLF SUPPLIES - GLOBAL TOUR GOLF	6/5/2019	\$504.80	EFT
265176	IT HAVEN	6/5/2019	\$895.95	EFT
267011	ANTIGUA GROUP, INC	6/13/2019	\$201.15	EFT
267062	CITY OF KENNEWICK ELECTRICAL	6/13/2019	\$140.58	EFT
267063	DESERT GREEN TURF	6/13/2019	\$882.38	EFT
267066	OXARC	6/13/2019	\$62.45	EFT
267070	SIMPLOT PARTNERS	6/13/2019	\$1,255.21	EFT
267071	SPIKES GOLF SUPPLIES, INC.	6/13/2019	\$60.00	EFT
267074	TRI CITIES VISITOR & CONVENTION BUREAU	6/13/2019	\$220.00	EFT
267087	PEPSI COLA BOTTLING CO.	6/13/2019	\$492.82	EFT
Paid by ACH	COLEMAN OIL COMPANY	6/5/2019	\$391.44	EFT
Paid by ACH	CINTAS CORPORATION #608	6/13/2019	\$111.39	EFT
Paid by ACH	COLEMAN OIL COMPANY	6/13/2019	\$393.99	EFT
Paid by ACH	WESTERN EQUIPMENT	6/13/2019	\$114.86	EFT
			\$18,851.63	

*VOID

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 273-277, 2480-2485	\$ 8,126.44
Electronic transfers	10,725.19
Total	\$ 18,851.63

Exceptions:

Check	Vendor	Date	Amount	Debit	Credit
273	KING BEVERAGE PAY PURCH	6/6/2019 20005-000-244-00 49300-070-244-00	ACCOUNTS PAYABLE - GP COGS - BEER	\$123.01 \$123.01	 \$123.01
274	SALUNA CAMPBELL HANDMADE PAY PURCH	6/12/2019 20005-000-244-00 51200-080-244-00	ACCOUNTS PAYABLE - GP UNIFORMS	\$89.05 \$89.05	 \$89.05
275	KING BEVERAGE PAY PURCH	6/13/2019 20005-000-244-00 49300-070-244-00	ACCOUNTS PAYABLE - GP COGS - BEER	\$409.13 \$409.13	 \$409.13
276	KING BEVERAGE PAY PURCH	6/20/2019 20005-000-244-00 49300-070-244-00	ACCOUNTS PAYABLE - GP COGS - BEER	\$85.66 \$85.66	 \$85.66
277	KING BEVERAGE PAY PURCH	6/27/2019 20005-000-244-00 49300-070-244-00	ACCOUNTS PAYABLE - GP COGS - BEER	\$160.91 \$160.91	 \$160.91
2480	KENNEWICK GOLF CORP PAY PURCH PURCH	6/7/2019 20005-000-244-00 59600-080-244-00 59610-080-244-00	ACCOUNTS PAYABLE - GP ACCOUNTING FEES MANAGEMENT FEE	\$4,665.14 \$1,166.91 \$3,498.23	 \$4,665.14
2481	QUEST DIAGNOSTICS PAY PURCH	6/7/2019 20005-000-244-00 51800-080-244-00	ACCOUNTS PAYABLE - GP PROFESSIONAL SERVICES	\$31.95 \$31.95	 \$31.95
2482	TOTAL E INTEGRATED INC. PAY PURCH	6/7/2019 20005-000-244-00 52500-080-244-00 51900-050-244-00	ACCOUNTS PAYABLE - GP OFFICE SUPPLIES CONTRACT SERVICES	\$209.95 \$72.00 \$137.95	 \$209.95
2483	COURSECO, INC PAY PURCH PURCH PURCH PURCH PURCH	6/12/2019 20005-000-244-00 51900-080-244-00 51500-060-244-00 51500-080-244-00 51500-060-244-00 51500-080-244-00	ACCOUNTS PAYABLE - GP CONTRACT SERVICES TRAVEL LODGING & ENT TRAVEL LODGING & ENT TRAVEL LODGING & ENT TRAVEL LODGING & ENT	\$1,670.24 \$23.44 \$431.96 \$431.96 \$391.44 \$391.44	 \$1,670.24
2484	COLUMBIA POINT GOLF COURSE PAY PURCH PURCH PURCH	6/21/2019 20005-000-244-00 50100-060-244-00 50100-080-244-00 50200-060-244-00 50200-060-244-00 51500-080-244-00	ACCOUNTS PAYABLE - GP SALARIES SALARIES HOURLY WAGES HOURLY WAGES TRAVEL LODGING & ENT	\$641.40 \$192.30 \$192.30 \$118.80 \$138.00	 \$641.40
2485	YELP PAY PURCH	6/21/2019 20005-000-244-00 53100-080-244-00	ACCOUNTS PAYABLE - GP ADVERTISING & MARKETING	\$40.00 \$40.00	 \$40.00
ADPTS 006926490	ADP TOTAL SOURCE (AUTOPAY) PAY PURCH PURCH	6/10/2019 20005-000-244-00 50800-050-244-00 50800-060-244-00	ACCOUNTS PAYABLE - GP HEALTH BENEFITS HEALTH BENEFITS	\$3,533.57 \$1,724.98 \$1,808.59	 \$3,533.57
KING 2073220	KING BEVERAGE PAY PURCH	6/13/2019 20005-000-244-00 49300-070-244-00	ACCOUNTS PAYABLE - GP COGS - BEER	\$595.32 \$595.32	 \$595.32
CIG 809147	CAPITAL INSURANCE GROUP PAY PURCH	6/30/2019 20005-000-244-00 18400-000-244-00	ACCOUNTS PAYABLE - GP PREPAID GEN LIAB INS	\$547.09 \$547.09	 \$47.09
265166	BLUE ROOM PAY PURCH PURCH	6/5/2019 20006-000-244-00 51900-050-244-00 52300-060-244-00	ACCOUNTS PAYABLE - GP CONTRACT SERVICES GARBAGE & DEBRIS REMOVAL	\$322.19 \$241.19 \$81.00	 \$322.19

Check	Vendor	Date	Amount	Debit	Credit
265062	GT GOLF SUPPLIES - GLOBAL TOUR GOLF	6/5/2019		\$504.80	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$504.80
	PURCH	53300-050-244-00	DECORATIONS	\$355.00	
	PURCH	55850-050-244-00	COURSE ACCESSORIES GOLF	\$149.80	
265176	IT HAVEN	6/5/2019		\$895.95	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$895.95
	PURCH	51900-050-244-00	CONTRACT SERVICES	\$895.95	
267011	ANTIGUA GROUP, INC	6/13/2019		\$201.15	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$201.15
	PURCH	51200-050-244-00	UNIFORMS	\$201.15	
267062	CITY OF KENNEWICK ELECTRICAL	6/13/2019		\$140.58	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$140.58
	PURCH	52210-060-244-00	IRRIGATION ELECTRICITY	\$140.58	
267063	DESERT GREEN TURF	6/13/2019		\$882.38	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$882.38
	PURCH	56200-060-244-00	MATERIALS - SAND (TD GREENS)	\$882.38	
267066	OXARC	6/13/2019		\$62.45	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$62.45
	PURCH	51800-050-244-00	PROFESSIONAL SERVICES	\$31.22	
	PURCH	51800-060-244-00	PROFESSIONAL SERVICES	\$31.23	
267070	SIMPLOT PARTNERS	6/13/2019		\$1,255.21	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$1,255.21
	PURCH	57000-060-244-00	CHEMICALS - FERTILIZER	\$1,109.91	
	PURCH	56000-060-244-00	MATERIALS - SEED (GREENS)	\$145.30	
267071	SPIKES GOLF SUPPLIES, INC.	6/13/2019		\$60.00	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$60.00
	PURCH	47150-050-244-00	COGS MERCHANDISE	\$60.00	
267074	TRI CITIES VISITOR & CONVENTION BUREAU	6/13/2019		\$220.00	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$220.00
	PURCH	51400-080-244-00	PROFESSIONAL DUES & FEES	\$220.00	
267087	PEPSI COLA BOTTLING CO.	6/13/2019		\$492.82	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$492.82
	PURCH	49150-070-244-00	COGS - PACKAGED FOOD	\$133.87	
	PURCH	49200-070-244-00	COGS - SOFT BEVERAGE	\$358.95	
Paid by ACH	COLEMAN OIL COMPANY	6/5/2019		\$391.44	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$391.44
	PURCH	58300-060-244-00	FUEL & OIL MAINTENANCE	\$323.19	
	PURCH	58300-050-244-00	FUEL & OIL GOLF	\$68.25	
Paid by ACH	CINTAS CORPORATION #608	6/13/2019		\$111.39	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$111.39
	PURCH	51900-080-244-00	CONTRACT SERVICES	\$60.55	
	PURCH	51900-060-244-00	CONTRACT SERVICES	\$50.84	
Paid by ACH	COLEMAN OIL COMPANY	6/13/2019		\$393.99	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$393.99
	PURCH	58300-060-244-00	FUEL & OIL MAINTENANCE	\$340.79	
	PURCH	58300-050-244-00	FUEL & OIL GOLF	\$53.20	
Paid by ACH	WESTERN EQUIPMENT	6/13/2019		\$114.86	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$114.86
	PURCH	58100-060-244-00	EQUIPMENT PARTS	\$114.86	

Council Agenda Coversheet



Agenda Item Number	3.b.(4)	Council Date	08/20/2019
Agenda Item Type	General Business Item		
Subject	Toyota Center/Arena Accounts		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

Consent Agenda	☒
Ordinance/Reso	☐
Public Mtg / Hrg	☐
Other	☐
Quasi-Judicial	☐

Recommendation

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

Motion for Consideration

I move to approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for May 2019 in the amount of \$609,573.46, comprised of check numbers 20652-20746 in the amount of \$129,587.51 and electronic transfers in the amount of \$479,985.95.

Summary

None.

Alternatives

None.

Fiscal Impact

Total \$609,573.46.

Through

Denise Winters
Jul 22, 15:29:03 GMT-0700 2019

Dept Head Approval

Dan Legard
Jul 29, 13:40:51 GMT-0700 2019

City Mgr Approval

Marie Mosley
Aug 15, 19:47:11 GMT-0700 2019

Attachments: Roster

☐ Recording
Required?

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

Num	Date	Name	Memo	Account	Paid Amount
20652	05/02/2019	Adamson, Janine	Learn to skate coaching April 2019	1006.1 · Sterling Operating Account	
LTSApril2019	04/30/2019		Learn to skate coaching April 2019	8065 · Contracted Labor	-60.00
					-60.00
20653	05/02/2019	Athletica Sport Systems	PO2850 Ice Dam Kick plate	1006.1 · Sterling Operating Account	
410343	04/15/2019		PO2850 Ice Dam Kick plate	8104 · Ice-Related	-1,421.58
					-1,421.58
20654	05/02/2019	Berry, Timothy	Learn to skate coaching April 2019	1006.1 · Sterling Operating Account	
LTSApril2019	04/30/2019		Learn to skate coaching April 2019	8065 · Contracted Labor	-165.00
					-165.00
20655	05/02/2019	Bond, Craig	Learn to skate coaching April 2019	1006.1 · Sterling Operating Account	
LTSApril2019	04/30/2019		Learn to skate coaching April 2019	8065 · Contracted Labor	-1,010.00
					-1,010.00
20656	05/02/2019	Bond, Jennifer	Learn to skate coaching April 2019	1006.1 · Sterling Operating Account	
LTSApril2019	04/30/2019		Learn to skate coaching April 2019	8065 · Contracted Labor	-960.00
					-960.00
20657	05/02/2019	Brashear Electric, Inc.		1006.1 · Sterling Operating Account	
32360	04/15/2019		Stage set for Chicago 4/8/19	5073 · Reimbursed Outside Services	-673.32
32359	04/15/2019		Stage Hook up for Breaking Benjamin 4/10/19	5073 · Reimbursed Outside Services	-809.07
					-1,482.39
20658	05/02/2019	Cash and Carry	Food Purchase for: Halestorm 4/25/19	1006.1 · Sterling Operating Account	
022466	04/23/2019		Food Purchase for: Halestorm 4/25/19	1400.1 · Inventory-Food	-51.85
					-51.85
20659	05/02/2019	Coca-Cola	Soda Order 4/23/19	1006.1 · Sterling Operating Account	
57617	04/23/2019		Soda Order 4/23/19	1400.1 · Inventory-Food	-1,965.00
					-1,965.00
20660	05/02/2019	Consolidated Supply Co.		1006.1 · Sterling Operating Account	
S9158039.002	04/03/2019		PO2805 Spray Head/Sloan Valve	8041 · Repairs & Maintenance-Building	-1,150.31
S158039.001	04/03/2019		PO2805 Spray Head/Sloan Valve (Freight Charge)	8041 · Repairs & Maintenance-Building	-20.44
					-1,170.75
20661	05/02/2019	Food Services of America	Food Order 3/26/19	1006.1 · Sterling Operating Account	
9428849	03/26/2019		Food Order 3/26/19	1400.1 · Inventory-Food	-21.90
					-21.90
20662	05/02/2019	Global Equipment Company	PO2849 Bathroom Door Partition TA	1006.1 · Sterling Operating Account	
114216829	04/23/2019		PO2849 Bathroom Door Partition TA	8041 · Repairs & Maintenance-Building	-226.94
					-226.94
20663	05/02/2019	Grace McNally	Learn to skate coaching April 2019	1006.1 · Sterling Operating Account	
LTSApril2019	04/30/2019		Learn to skate coaching April 2019	8065 · Contracted Labor	-200.00
					-200.00
20664	05/02/2019	Lowe's Commercial Services		1006.1 · Sterling Operating Account	
916829	04/01/2019		PO2809 Fire Football Supplies	8098 · Supplies & Equipment	-43.24
916806	04/01/2019		PO2809 Fire Football Supplies	8098 · Supplies & Equipment	-101.22
16794	04/23/2019		PO2868 Zip Ties/Carabeanners	8098 · Supplies & Equipment	-165.96
					-310.42

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Num	Date	Name	Memo	Account	Paid Amount
20665	05/02/2019	Moon Security Services, Inc.		1006.1 · Sterling Operating Account	
977803	04/17/2019		Repair to nac circuit	8039 · Security & Fire Alarm System	-537.58
974500	05/01/2019		Basic Fire Monitoring 5/1/19-5/31/19	8039 · Security & Fire Alarm System	-47.78
974764	05/01/2019		Basic Fire Monitoring 5/1-5/31-19 and Service Call	8039 · Security & Fire Alarm System	-218.47
976063	05/01/2019		Basic commercial monitoring - Ammonia TA 5/1/19-5/31/19	8039 · Security & Fire Alarm System	-42.53
976368	05/01/2019		Kitchen & Vault monitoring 5/1/19-5/31/19	8039FB · Sec & Fire Alarm, Food & Bev	-59.85
			Kitchen & Vault monitoring 5/1/19-5/31/19	8039 · Security & Fire Alarm System	-29.92
			Due from TRCC Kitchen & Vault monitoring 5/1/19-5/31/19	2215 · Due To (From) Convention Center	-29.92
					<u>-966.05</u>
20666	05/02/2019	PeopleReady Inc	4040-1097	1006.1 · Sterling Operating Account	
24541963	04/01/2019		Contracted Labor for Kinky Boots	8065 · Contracted Labor	-596.05
24633003	04/16/2019		Contracted Labor for Chicago 4/8/19 (Load in)	8065 · Contracted Labor	-2,603.19
24633004	04/16/2019		Contracted Labor for Chicago 4/8/19 (Load Out)	8065 · Contracted Labor	-1,701.78
					<u>-4,901.02</u>
20667	05/02/2019	Perfection Glass, Inc	Breakage Replacement at handrail TA	1006.1 · Sterling Operating Account	
9993675000	04/25/2019		Breakage Replacement at handrail TA	8041 · Repairs & Maintenance-Building	-266.07
					<u>-266.07</u>
20668	05/02/2019	Petty Cash		1006.1 · Sterling Operating Account	
MAST Reimb	04/30/2018		Reimb employee for unused MAST token	1620 · MAST Training - Employee Reimb	-10.00
Employee recognition	05/21/2018		Supplies for employee recognition break	5400.1 · COGS-Food	-57.81
PJ Masks Backstage	05/22/2018		Backstage catering - PJ Masks 5/22/18	5400.1 · COGS-Food	-32.68
Receipts @ 11/19	11/19/2018		Backstage supplies Ron White 11/16/18	5400.1 · COGS-Food	-83.45
			Backstage catering Brett Eldredge 9/21/18	5400.1 · COGS-Food	-106.78
			Replace broken frame Director office	8017 · Miscellaneous	-60.82
			UBER fees for marketing trip	8051 · Staff Travel Expenses	-27.14
Rcpt @ 12/31/18	12/31/2018		Employee recognition for 10 year	8013 · Employee Recognition	-33.79
			Backstage catering Oak Ridge Boys	5400.1 · COGS-Food	-13.93
			Finance committee 12/19/18	8056 · Travel-Meals	-39.36
1099 forms	01/28/2019		1099/1096 forms	8005 · Office Supplies	-32.57
Postage Reimb	01/29/2019		Stamps purchased while postage meter down	8005 · Office Supplies	-36.75
1099 supplies	01/31/2019		1099 envelopes and postage	8002 · Postage & Shipping	-61.73
Special order WAWGG	02/04/2019		Special grain order for WAWGG	5400.1 · COGS-Food	-80.28
Fluffy backstage	03/19/2019		Backstage catering expense for Fluffy	5400.1 · COGS-Food	-360.77
Benjamin backstage	04/03/2019		Backstage catering expense for Breaking Benjamin	5400.1 · COGS-Food	-139.82
					<u>-1,177.68</u>
20669	05/02/2019	Spectrum Business	Phone and Internet Service 4/26/19-5/25/19	1006.1 · Sterling Operating Account	
0883924042019	04/20/2019		Internet Service 4/26/19-5/25/19	8034.3 · Internet	-1,719.98
			Phone Service 4/26/19-5/25/19	8034.1 · Telephone	-911.25
					<u>-2,631.23</u>
20670	05/02/2019	Spotlight Production & Electrical Service	Spotlight rental for WSU Graduation 5/4/19	1006.1 · Sterling Operating Account	
3103	05/02/2019		Spotlight rental for WSU Graduation 5/4/19	5073 · Reimbursed Outside Services	-1,194.60
					<u>-1,194.60</u>
20671	05/02/2019	Staples/Corp Express, Inc.	PO2851 Office Supplies	1006.1 · Sterling Operating Account	
3411382753	04/19/2019		PO2851 Office Supplies	8098 · Supplies & Equipment	-61.78
					<u>-61.78</u>
20672	05/02/2019	Sunbelt Rentals	Lift Rental for Hailstorm	1006.1 · Sterling Operating Account	
89065181-0001	04/26/2019		Lift Rental for Hailstorm	5073 · Reimbursed Outside Services	-784.96
					<u>-784.96</u>
20673	05/02/2019	Tennant	4264182	1006.1 · Sterling Operating Account	
916235375	04/23/2019		Repair to floor scrubber	8041 · Repairs & Maintenance-Building	-981.75
					<u>-981.75</u>

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20674	05/02/2019	Terminello, Rachel	Learn to skate coaching April 2019	1006.1 · Sterling Operating Account	
LTSApril2019	04/30/2019		Learn to skate coaching April 2019	8065 · Contracted Labor	-45.00
					-45.00
20675	05/02/2019	Thomas Hammer	Coffee Order 4/29/19	1006.1 · Sterling Operating Account	
IN025950	04/29/2019		Coffee Order 4/29/19	1400.1 · Inventory-Food	-131.25
					-131.25
20676	05/02/2019	Bond, Jennifer	Learn to skate administration April 2019	1006.1 · Sterling Operating Account	
LTSApril2019	04/30/2019		Learn to skate administration April 2019	8065 · Contracted Labor	-1,000.00
					-1,000.00
20677	05/02/2019	Cougar Digital Marketing & Design LLC	Arena Website Re-Design (down payment)	1006.1 · Sterling Operating Account	
4789	05/02/2019		Arena Website Re-Design (down payment)	8026 · Capital Improvements	-7,012.50
					-7,012.50
20678	05/10/2019	Brashear Electric, Inc.		1006.1 · Sterling Operating Account	
32419	05/01/2019		Stage set up for Halestorm	5073 · Reimbursed Outside Services	-673.32
32417	05/01/2019		Replaced damaged RV pedestal	8041 · Repairs & Maintenance-Building	-244.35
					-917.67
20679	05/10/2019	Brazil, Frank	Meal Reim for: Narce Conference 5/20/19-5/24/19	1006.1 · Sterling Operating Account	
Narce2019	05/07/2019		Meal Reim for: Narce Conference 5/20/19-5/24/19	8056 · Travel-Meals	-263.00
					-263.00
20680	05/10/2019	Canon Solutions America (Oce)	BHA806	1006.1 · Sterling Operating Account	
4029184177	05/01/2019		Copier Maintenance 6041033-SHPIM3511	8007 · Printing & Copiers	-27.98
					-27.98
20681	05/10/2019	Cherry Creek Radio	PO2757 Radio Ads Benatar/Etheridge	1006.1 · Sterling Operating Account	
In-F-1190414724	04/30/2019		PO2757 Radio Ads Benatar/Etheridge	1633.36 · Benatar/Etheridge	-164.90
					-164.90
20682	05/10/2019	City of Kennewick-Water	Water Service 2/24/19-4/24/19	1006.1 · Sterling Operating Account	
Srv2/24-4/24/19	04/29/2019		Water Service 2/24/19-4/24/19	8036.4 · Water	-3,058.73
					-3,058.73
20683	05/10/2019	Daktronics	133692-003	1006.1 · Sterling Operating Account	
507370	04/25/2019		Repair to Light Sensor	8041 · Repairs & Maintenance-Building	-271.50
					-271.50
20684	05/10/2019	Devfuzion	Website Hosting Fee	1006.1 · Sterling Operating Account	
W-10490	04/30/2019		Website Hosting Fee	8094 · Outside Services	-30.00
					-30.00
20685	05/10/2019	Food Services of America	Food Order 4/2/19	1006.1 · Sterling Operating Account	
9466645	04/02/2019		Food Order 4/2/19	1400.1 · Inventory-Food	-3,197.60
					-3,197.60
20686	05/10/2019	Jacobs Radio Programming LLC		1006.1 · Sterling Operating Account	
19040383	04/30/2019		PO2826 Radio Ads Halestorm 2019	1633.33 · Halestorm	-328.95
19040382	04/30/2019		PO2820 Radio Ads Benatar/Ethridge 2019	1633.36 · Benatar/Etheridge	-244.37
					-573.32
20687	05/10/2019	KCYU-KFFX	PO2836 TV Ads WWE2019	1006.1 · Sterling Operating Account	
84039-1	04/30/2019		PO2836 TV Ads WWE2019	1633.37 · WWE	-70.55
					-70.55

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20688	05/10/2019	KEPR-TV	PO2833 TV Ads BFO2019	1006.1 · Sterling Operating Account	
R1145700-1	04/28/2019		PO2833 TV Ads BFO2019	1633.39 · Bullfighters Only	-221.00
					-221.00
20689	05/10/2019	KIMA-TV - KEPR-TV	PO2834 TVAds BFO2019 (CW Network)	1006.1 · Sterling Operating Account	
W1145703-1	04/28/2019		PO2834 TVAds BFO2019 (CW Network)	1633.39 · Bullfighters Only	-51.00
					-51.00
20690	05/10/2019	KTIX Elkhorn Media Group	PO2822 Radio Ads Ghost 2019	1006.1 · Sterling Operating Account	
MC-1190419025	04/30/2019		PO2822 Radio Ads Ghost 2019	1633.38 · Ghost	-265.20
					-265.20
20691	05/10/2019	Rocky Mountain Rigging		1006.1 · Sterling Operating Account	
RiggingBFO2019	05/06/2019		Rigging for Bullfighters Only 5/11/19	5073 · Reimbursed Outside Services	-2,770.00
RiggingPawPatrol2019	05/06/2019		Rigging for Paw Patrol 5/7/19	5073 · Reimbursed Outside Services	-5,363.00
					-8,133.00
20692	05/10/2019	Telemundo	PO2837 TV Ads WWE2019	1006.1 · Sterling Operating Account	
84045-1	04/30/2019		PO2837 TV Ads WWE2019	1633.37 · WWE	-68.85
					-68.85
20693	05/10/2019	Townsquare Media-Tri Cities		1006.1 · Sterling Operating Account	
866564-2	04/30/2019		PO2658 Radio Ads Breaking Benjamin 2019	1633.31 · Breaking Benjamin	-808.35
866565-2	04/30/2019		PO2658 Radio Ads Breaking Benjamin 2019	1633.31 · Breaking Benjamin	-723.35
978136-1	04/30/2019		PO2828 Radio Ads Halestorm 2019	1633.33 · Halestorm	-1,398.25
978137-1	04/30/2019		PO2827 Radio Ads Halestorm 2019	1633.33 · Halestorm	-1,159.40
1015517-1	04/30/2019		PO2839 Radio Ads WWE2019	1633.37 · WWE	-338.30
977267-1	04/30/2019		PO2824 Radio Ads Ghost 2019	1633.38 · Ghost	-622.20
977268-1	04/30/2019		PO2823 Radio Ads Ghost 2019	1633.38 · Ghost	-683.40
					-5,733.25
20694	05/10/2019	Tri City Americans	Food and Beverage Sponsorship	1006.1 · Sterling Operating Account	
111050119b	05/01/2019		Food and Beverage Sponsorship	5013.1 · Signage/Sponsorship-Team Share	-6,875.00
					-6,875.00
20695	05/10/2019	Fire Football	Settlement Fire vs Idaho 3/30/19	1006.1 · Sterling Operating Account	
3/31 Fire vs Idaho	03/31/2019	!Tri Cities Fire	Fire vs Idaho 3/30/19	3601 · Unearned Revenue-Ticket Sales	-4,474.61
		!Tri Cities Fire	Conc Share, Fire vs Idaho 3/30/19	8069.1 · Concessions Share - Team	-221.61
					-4,696.22
20696	05/20/2019	Baskin Robbins	Third Party Sales BFO 5/11/19	1006.1 · Sterling Operating Account	
BullFighters2019	05/11/2019		Third Party Sales BFO 5/11/19	5300.7 · Sales-Third Party	-293.84
					-293.84
20697	05/20/2019	Benton PUD		1006.1 · Sterling Operating Account	
SmGenSrvLights	05/14/2019		Small General Service Lights 4/7/419-5/7/19	8036.3 · Electricity	-56.41
			Due from TRCC Small General Service Lights 4/7/19-5/7/19	2215 · Due To (From) Convention Center	-56.41
SmGenSerSign	05/14/2019		Small General Service Sign 4/7/19-5/7/19	8036.3 · Electricity	-367.24
LrgGenServ	05/14/2019		Large General Service 4/7/19-5/7/19	8036.3 · Electricity	-13,444.22
					-13,924.28
20698	05/20/2019	Cascade Natural Gas - COL	Service from 4/10/19-5/9/19	1006.1 · Sterling Operating Account	
Srv4/10-5/9/19	05/10/2019		Service from 4/10/19-5/9/19	8036.2 · Natural Gas	-480.49
					-480.49
20699	05/20/2019	Cascade Natural Gas - ICE	Service from 4/10/19-5/9/19	1006.1 · Sterling Operating Account	
Srv4/10-5/9/19	05/10/2019		Service from 4/10/19-5/9/19	8036.2 · Natural Gas	-871.13
					-871.13

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20700	05/20/2019	Cash and Carry	Food Purchase 5/11/19	1006.1 · Sterling Operating Account	
024621	05/11/2019		Food Purchase 5/11/19	1400.1 · Inventory-Food	-104.08
					-104.08
20701	05/20/2019	Chapala Express Stand	Third Party Sales BFO 5/11/19	1006.1 · Sterling Operating Account	
BullFighters2019	05/11/2019		Third Party Sales BFO 5/11/19	5300.7 · Sales-Third Party	-209.47
					-209.47
20702	05/20/2019	Chemsearch	Contract water treatment program	1006.1 · Sterling Operating Account	
3531176	05/04/2019		Contract water treatment program	8094 · Outside Services	-3,399.82
					-3,399.82
20703	05/20/2019	KC Brand	Third Party Sales BFO 5/11/19	1006.1 · Sterling Operating Account	
BullFighters2019	05/11/2019		Third Party Sales BFO 5/11/19	5300.7 · Sales-Third Party	-235.50
					-235.50
20704	05/20/2019	KEPR-TV	PO2833 Tv Ads BFO2019	1006.1 · Sterling Operating Account	
R1145700-2	05/12/2019		PO2833 Tv Ads BFO2019	1633.39 · Bullfighters Only	-1,338.75
					-1,338.75
20705	05/20/2019	KIMA-TV - KEPR-TV	PO2834 TVAds BFO2019 (CW Network)	1006.1 · Sterling Operating Account	
W1145703-2	05/12/2019		PO2834 Tv Ads BFO2019 (CW Network)	1633.39 · Bullfighters Only	-329.80
					-329.80
20706	05/20/2019	Lowe's Commercial Services		1006.1 · Sterling Operating Account	
16743	05/09/2019		PO2905 Plastic sheeting barricade	8098 · Supplies & Equipment	-45.38
916411	05/13/2019		PO2907 Push Brooms	8098 · Supplies & Equipment	-144.35
					-189.73
20707	05/20/2019	Mid Columbia Hockey Officials Association	Adult hockey officials April 2019	1006.1 · Sterling Operating Account	
19010	05/05/2019		Adult hockey officials April 2019	8094 · Outside Services	-3,522.00
					-3,522.00
20708	05/20/2019	Moon Security Services, Inc.	Service Call (134996)	1006.1 · Sterling Operating Account	
978136	04/18/2019		Service Call (134996)	8039 · Security & Fire Alarm System	-100.00
					-100.00
20709	05/20/2019	Oxarc	C02 Rental for WSU	1006.1 · Sterling Operating Account	
30656027	05/03/2019		C02 Rental for WSU	5073 · Reimbursed Outside Services	-59.19
					-59.19
20710	05/20/2019	Roto-Rooter	Water line repairs/plumbing	1006.1 · Sterling Operating Account	
5894622	05/03/2019		Water line repairs/plumbing	8041 · Repairs & Maintenance-Building	-450.96
					-450.96
20711	05/20/2019	Spectrum Reach	PO2760 Tv Ads Benatar/Etheridge	1006.1 · Sterling Operating Account	
INV-90312228	04/28/2019		PO2760 Tv Ads Benatar/Etheridge	1633.36 · Benatar/Etheridge	-820.69
					-820.69
20712	05/20/2019	Sunbelt Rentals		1006.1 · Sterling Operating Account	
89354681-001	05/07/2019		Lift Rental for WSU2019	5073 · Reimbursed Outside Services	-454.93
89472442-0001	05/09/2019		Lift Rental for Paw Patrol 2019	5073 · Reimbursed Outside Services	-1,776.18
89581967-0001	05/13/2019		Lift Rental for BFO	5073 · Reimbursed Outside Services	-454.93
					-2,686.04

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20713	05/20/2019	Townsquare Media-Tri Cities		1006.1 · Sterling Operating Account	
1003545-1	04/30/2019		PO2831 Radio Ads BFO2019	1633.39 · Bullfighters Only	-119.00
1003545-1	04/30/2019		PO2832 Radio Ads BFO2019	1633.39 · Bullfighters Only	-95.20
					<u>-214.20</u>
20714	05/20/2019	US Foods		1006.1 · Sterling Operating Account	
4009970	05/08/2019		Food Order 5/8/19	1400.1 · Inventory-Food	-344.09
4009960	05/09/2019		Food Order 5/9/19	1400.1 · Inventory-Food	-1,423.49
					<u>-1,767.58</u>
20715	05/20/2019	Weaver Exterminating Service, Inc.		1006.1 · Sterling Operating Account	
76214	05/01/2019		Extermination Services-May 2019 TA	8094 · Outside Services	-127.06
576217	05/01/2019		Extermination Services-May 2019	8094 · Outside Services	-255.21
					<u>-382.27</u>
20716	05/21/2019	Gabrielle Gurstein	Poster/Flyer delivery for Garden Bros Circus 2019	1006.1 · Sterling Operating Account	
GBC2019	05/21/2019		Poster/Flyer delivery for Garden Bros Circus 2019	5073 · Reimbursed Outside Services	-100.00
					<u>-100.00</u>
20717	05/30/2019	Adamson, Janine	Learn to skate coaching May 2019	1006.1 · Sterling Operating Account	
LTSMay2019	05/28/2019		Learn to skate coaching May 2019	8065 · Contracted Labor	-60.00
					<u>-60.00</u>
20718	05/30/2019	Apollo Inc	5/15/19 Hvac Annual Main. Contract	1006.1 · Sterling Operating Account	
940021572	05/01/2019		5/15/19 Hvac Annual Main. Contract	8041 · Repairs & Maintenance-Building	-1,902.67
					<u>-1,902.67</u>
20719	05/30/2019	Baskin Robbins	Third Party Sales FireVsReno 5/23/19	1006.1 · Sterling Operating Account	
FireVsReno	05/23/2019		Third Party Sales FireVsReno 5/23/19	5300.7 · Sales-Third Party	-365.55
					<u>-365.55</u>
20720	05/30/2019	Berry, Timothy	Learn to skate coaching May 2019	1006.1 · Sterling Operating Account	
LTSMay2019	05/28/2019		Learn to skate coaching May 2019	8065 · Contracted Labor	-165.00
					<u>-165.00</u>
20721	05/30/2019	Bond, Craig	Learn to skate coaching May 2019	1006.1 · Sterling Operating Account	
LTSMay2019	05/28/2019		Learn to skate coaching May 2019	8065 · Contracted Labor	-710.00
					<u>-710.00</u>
20722	05/30/2019	Bond, Jennifer		1006.1 · Sterling Operating Account	
LTSMay2019	05/28/2019		Learn to skate coaching May 2019	8065 · Contracted Labor	-670.00
LTSA May2019	05/28/2019		Learn to skate administration May 2019	8065 · Contracted Labor	-1,000.00
					<u>-1,670.00</u>
20723	05/30/2019	Cash and Carry	Food Purchase 5/20/19 (Fire Game)	1006.1 · Sterling Operating Account	
040387	05/20/2019		Food Purchase 5/20/19 (Fire Game)	1400.1 · Inventory-Food	-86.76
					<u>-86.76</u>
20724	05/30/2019	Chapala Express Stand	Third Party Sales FireVsReno 5/23/19	1006.1 · Sterling Operating Account	
FireVsReno	05/23/2019		Third Party Sales FireVsReno 5/23/19	5300.7 · Sales-Third Party	-521.13
					<u>-521.13</u>
20725	05/30/2019	City of Kennewick-MISC	KPD Off Duty Security April 2019	1006.1 · Sterling Operating Account	
013933	05/07/2019		KPD Off Duty Security April 2019	8065 · Contracted Labor	-1,804.00
			Due to TRCC KPD Off Duty Security April 2019 (You Medical)	2215 · Due To (From) Convention Center	-352.00
					<u>-2,156.00</u>

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20726	05/30/2019	Dunkaroos	Third Party Sales FireVsReno 5/23/19	1006.1 · Sterling Operating Account	
FireVsReno	05/23/2019		Third Party Sales FireVsReno 5/23/19	5300.7 · Sales-Third Party	-286.47
					-286.47
20727	05/30/2019	Food Services of America	Food Order 5/20/19	1006.1 · Sterling Operating Account	
9485046	05/20/2019		Food Order 5/20/19	1400.1 · Inventory-Food	-1,766.10
					-1,766.10
20728	05/30/2019	Frontier Fence, Inc.	Install of chain link/commercial	1006.1 · Sterling Operating Account	
42689	05/16/2019		Install of chain link/commerical	8042 · Repairs & Maintenance-Equipment	-1,457.41
					-1,457.41
20729	05/30/2019	Grace McNally	Learn to skate coaching May 2019	1006.1 · Sterling Operating Account	
LTSMay2019	05/28/2019		Learn to skate coaching May 2019	8065 · Contracted Labor	-140.00
					-140.00
20730	05/30/2019	KC Brand	Third Party Sales FireVsReno 5/23/19	1006.1 · Sterling Operating Account	
FireVsReno	05/23/2019		Third Party Sales FirVsReno 5/23/19	5300.7 · Sales-Third Party	-353.31
					-353.31
20731	05/30/2019	Lowe's Commercial Services	PO2911 Power Strips	1006.1 · Sterling Operating Account	
16489	05/20/2019		PO2911 Power Strips	8098 · Supplies & Equipment	-92.64
					-92.64
20732	05/30/2019	Mantanona, Hanna	Learn to skate coaching May 2019	1006.1 · Sterling Operating Account	
LTSMay2019	05/28/2019		Learn to skate coaching May 2019	8065 · Contracted Labor	-75.00
					-75.00
20733	05/30/2019	Oxarc	Cyclinder rental (late invoice 2/28/19)	1006.1 · Sterling Operating Account	
60334088	05/01/2019		Cyclinder rental (late invoice 2/28/19)	5073 · Reimbursed Outside Services	-78.68
					-78.68
20734	05/30/2019	Pavement Surface Control	Traffic revision for marquee work	1006.1 · Sterling Operating Account	
18947-03	05/07/2019		Traffic revision for marquee work	8041 · Repairs & Maintenance-Building	-497.55
					-497.55
20735	05/30/2019	Rocky Mountain Rigging	Rigging for Jersey Boys 6/4/19	1006.1 · Sterling Operating Account	
JerseyBoys2019	05/28/2019		Rigging for Jersey Boys 6/4/19	5073 · Reimbursed Outside Services	-12,020.00
					-12,020.00
20736	05/30/2019	Schindler Elevator Corp.	1061995	1006.1 · Sterling Operating Account	
7152920038	04/27/2019		Elevator service call 4/9/19	8094 · Outside Services	-1,964.42
					-1,964.42
20737	05/30/2019	Sunbelt Rentals		1006.1 · Sterling Operating Account	
89471425-0001	05/08/2019		Lift rental for sign repair	5073 · Reimbursed Outside Services	-455.90
89917927-0001	05/23/2019		Lift rental for Circus	5073 · Reimbursed Outside Services	-786.92
					-1,242.82
20738	05/30/2019	Terminello, Rachel	Learn to skate coaching May 2019	1006.1 · Sterling Operating Account	
LTSMay2019	05/28/2019		Learn to skate coaching May 2019	8065 · Contracted Labor	-45.00
					-45.00
20739	05/31/2019	Active Network- Maximum Solutions	Arena scheduling software update	1006.1 · Sterling Operating Account	
4100164926	05/02/2019		Arena scheduling software update	8005.20 · Computer and Other IT	-1,172.88
					-1,172.88

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

Num	Date	Name	Memo	Account	Paid Amount
20740	05/31/2019	CI/Shred Columbia Industries	0935	1006.1 · Sterling Operating Account	
0082106	05/01/2019		Shred Service 4/15/19	8094 · Outside Services	-113.40
					<u>-113.40</u>
20741	05/31/2019	Columbia Safety LLC	Emt Services April 2019	1006.1 · Sterling Operating Account	
LL2019-090	05/07/2019		Emt Services Fire Football 4/13/19	5073 · Reimbursed Outside Services	-220.00
			Emt Services Happ 4/26/19	5073 · Reimbursed Outside Services	-187.00
			Em Services Chicago 4/8/19	8065 · Contracted Labor	-187.00
			Emt Services Breaking Benjamin 4/10/19	8065 · Contracted Labor	-542.60
			Emt Services Halestorm 4/25/19	8065 · Contracted Labor	-476.50
					<u>-1,613.10</u>
20742	05/31/2019	KCYU-KFFX	PO2836 TvAds WWE2019	1006.1 · Sterling Operating Account	
84039-2	05/12/2019		PO2836 TvAds WWE2019	1633.37 · WWE	-354.45
					<u>-354.45</u>
20743	05/31/2019	KNDOTV23/KNDUTV25		1006.1 · Sterling Operating Account	
148720A-1	05/01/2019		PO2891 TvAds BFO2019	1633.39 · Bullfighters Only	-174.25
148720A-2	05/13/2019		PO2891 TvAds BFO2019	1633.39 · Bullfighters Only	-1,453.50
					<u>-1,627.75</u>
20744	05/31/2019	Telemundo	PO2837 TvAds WWE2019	1006.1 · Sterling Operating Account	
84045-2	05/12/2019		PO2837 TvAds WWE2019	1633.37 · WWE	-356.15
					<u>-356.15</u>
20745	05/31/2019	The Entertainer Newspaper	PO2870 Qtr pg ad Senior Life 2019	1006.1 · Sterling Operating Account	
11201	05/01/2019		PO2870 Qtr pg ad Senior Life 2019	1633.1 · Event Advertising	-345.00
					<u>-345.00</u>
20746	05/31/2019	The UPS Store	PO2829 1000 Flyers Ghost 2019	1006.1 · Sterling Operating Account	
PO2829	05/01/2019		PO2829 1000 Flyers Ghost 2019	1633.38 · Ghost	-49.96
					<u>-49.96</u>
WIRE	05/03/2019	Live Nation	Settlement Halestorm 4/25/19	1006.1 · Sterling Operating Account	
Halestorm 4/25/19	04/25/2019		Halestorm 4/25/19	3601 · Unearned Revenue-Ticket Sales	-41,169.41
			Ancillaries to settlement, Halestorm 4/25/19	5001.9 · Settlement Costs	-16,896.72
					<u>-58,066.13</u>
TRANSFER	05/08/2019	Three Rivers Convention Center1	Payroll transfer PPE 2/1/19 - 2/28/19	1006.1 · Sterling Operating Account	
			Payroll transfer PPE 2/1/19 - 2/28/19	2215 · Due To (From) Convention Center	-196,496.40
					<u>-196,496.40</u>
WIRE	05/09/2019	Jam Theatricals, Ltd.	Settlement Chicago 4/8/19	1006.1 · Sterling Operating Account	
Chicago 4/8/19	04/08/2019	I:BW Season 18/19:Chicago	Chicago 4/8/19	3601 · Unearned Revenue-Ticket Sales	-42,504.67
		I:BW Season 18/19:Chicago	Shared revenues, Chicago 4/8/19	5001.9 · Settlement Costs	-1,605.79
		I:BW Season 18/19:Chicago	Co-Pro to VWWorks, Chicago 4/8/19	5001 · Co-Promotion Revenue	-571.68
					<u>-44,682.14</u>
EFT	05/09/2019	Columbia Distributing	Beer Order 5/9/19 invoice 4745129	1006.1 · Sterling Operating Account	
			Beer Order 5/9/19 invoice 4745129	1400.2 · Inventory-Beer	-121.44
					<u>-121.44</u>
EFT	05/09/2019	The Odom Corporation	Beer Order 5/9/19 invoice 11456359	1006.1 · Sterling Operating Account	
			Beer Order 5/9/19 invoice 11456359	1400.2 · Inventory-Beer	-446.12
					<u>-446.12</u>
EFT	05/09/2019	King Beverage Inc.	Beer Order 5/9/19 invoice 2054732	1006.1 · Sterling Operating Account	
			Beer Order 5/9/19 invoice 2054732	1400.2 · Inventory-Beer	-1,138.58
					<u>-1,138.58</u>

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

Num	Date	Name	Memo	Account	Paid Amount
WIRE	05/10/2019	Vee Corporation	Settlement Paw Patrol 5/7 - 5/8/19	1006.1 · Sterling Operating Account	
5/8 Paw Patrol	05/08/2019	1:Paw Patrol	Paw Patrol 5/7 - 5/8/19	3601 · Unearned Revenue-Ticket Sales	-130,136.15
					-130,136.15
EFT	05/10/2019	Southern Wine & Spirits of Washington	Liquor Order 5/10/19 invoice 3149516	1006.1 · Sterling Operating Account	
			Liquor Order 5/10/19 invoice 3149516	1400.3 · Inventory-Liquor	-1,150.23
					-1,150.23
WIRE	05/13/2019	Bullfighters Only	Event Settlement Bullfighters Only 5/11/19	1006.1 · Sterling Operating Account	
Settlement 5/11/19	05/11/2019		Ticket sales, Bullfighters Only 5/11/19	3601 · Unearned Revenue-Ticket Sales	-14,653.80
					-14,653.80
ONLINE	05/28/2019	Department of Revenue	Excise Tax Return Apr 2019	1006.1 · Sterling Operating Account	
			B&O Tax Payable Apr 2019	2206 · B&O Tax Payable	-4,697.87
		Department of Revenue	Sales Tax Payable Apr 2019	2201 · *Sales Tax Payable	-13,190.46
			B&O Tax Expense Apr 2019	8241 · Sales, B&O & Use Taxes	-7,491.67
					-25,380.00
WIRE	05/28/2019	Garden Bros Circus	Settlement Garden Bros Circus 5/21-22/19	1006.1 · Sterling Operating Account	
Circus 5/21-22/19	06/02/2019		Gross Tix Garden Bros Circus 5/21-22/19	3601 · Unearned Revenue-Ticket Sales	-1,123.68
					-1,123.68
EFT	05/30/2019	King Beverage Inc.	Beer Order 5/30/19 invoice 2066382	1006.1 · Sterling Operating Account	
			Beer Order 5/30/19 invoice 2066382	1400.2 · Inventory-Beer	-767.00
					-767.00
AUTO	05/31/2019	American Payment Solutions	Credit card processing May 2019	1006.1 · Sterling Operating Account	
			Credit card processing May 2019	8109 · Credit Card Fees	-1,172.56
					-1,172.56
AUTO	05/31/2019	USAePay	CC processing setup for TOYO - May 2019	1006.1 · Sterling Operating Account	
			CC processing setup for Center - May 2019	8109 · Credit Card Fees	-12.50
			CC processing setup for Arena - May 2019	8109 · Credit Card Fees	-12.50
					-25.00
EFT	05/31/2019	Fintech.net	Transactionals 5/1/19-5/31/19	1006.1 · Sterling Operating Account	
			Transactionals 5/1/19-5/31/19	8111FB · Banking Fees - Food & Bev	-20.20
					-20.20
AUTO	05/31/2019	Ignite Payment Systems	Card processing fees - TOYO May 2019	1006.1 · Sterling Operating Account	
			Card processing fees - TOYO May 2019	8109 · Credit Card Fees	-763.31
			Card processing fees - ARENA May 2019	8109 · Credit Card Fees	-33.45
					-796.76

Total Paid

\$605,763.70

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 20652-20746
Electronic transfers

\$ 129,587.51
476,176.19

Total

\$ 605,763.70

Exceptions:

Toyota Center and Toyota Arena
Box Office Claims Roster
May 2019

	Num	Date	Name	Memo	Account	Paid Amount
ONLINE		05/22/2019	Sterling Savings Change	Change Order for Box Office 5/22/19	1006.3 · Sterling Box Office Account	
				Change Order for Box Office 5/22/19	1130 · Vault Cash-Box Office	-2,000.00
						-2,000.00
ONLINE		05/31/2019	Sterling Savings Change	WWE Refund Change Order 5/31/19	1006.3 · Sterling Box Office Account	
				WWE Refund Change Order 5/31/19	1130.10 · Box Office Cash-Events	-1,732.00
						-1,732.00
AUTO		05/31/2019	American Express	AMEX fees	1006.3 · Sterling Box Office Account	
				Express Collection	8109 · Credit Card Fees	-7.95
				AMEX discount	8109 · Credit Card Fees	-69.81
						-77.76
Total Paid					\$3,809.76	

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



Dan Legard, Finance Director

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

Electronic transfers	\$ 3,809.76
Total	<u>\$ 3,809.76</u>

Exceptions:

Council Agenda Coversheet



Agenda Item Number	3.c.(1)	Council Date	08/20/2019
Agenda Item Type	General Business Item		
Subject	Payroll Roster (PPE 7/15/2019)		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

Consent Agenda	☒
Ordinance/Reso	☐
Public Mtg / Hrg	☐
Other	☐
Quasi-Judicial	☐

Recommendation

That council approve the payroll roster.

Motion for Consideration

I move to approve the payroll roster in the amount of \$2,613,490.53, for the period ended 7/15/2019, comprised of check numbers 73755 through 73789 and direct deposit numbers 171981 through 172472.

Summary

None.

Alternatives

None.

Fiscal Impact

Total \$2,613,490.53.

Through

Phil Bleazard
Jul 22, 07:13:35 GMT-0700 2019

Dept Head Approval

Dan Legard
Jul 29, 13:46:25 GMT-0700 2019

City Mgr Approval

Marie Mosley
Aug 15, 19:48:31 GMT-0700 2019

Attachments: Roster

☐ Recording
Required?

August 20, 2019

All Departments:

July 15, 2019

ADMINISTRATIVE TEAM	2,595.12
CITY COUNCIL	4,088.00
CITY MANAGER	12,331.68
CIVIL SERVICE	2,175.00
COMMUNITY PLANNING & ECONOMIC DEVELOPMENT	43,479.98
EMPLOYEE & COMMUNITY RELATIONS	69,373.99
ENGINEERING	67,604.49
FACILITIES & GROUNDS	85,100.68
FINANCE	52,648.70
FIRE	108,736.76
LEGAL SERVICES	19,723.61
MANAGEMENT SERVICES	82,658.67
POLICE	457,016.84
Subtotal General Fund	1,007,533.52
STREETS	11,719.58
TRAFFIC	37,712.69
Subtotal Street Fund	49,432.27
BI-PIN	10,878.01
BUILDING SAFETY	41,723.44
COMMUNITY DEVELOPMENT	4,023.08
CRIMINAL JUSTICE	69,080.05
EQUIPMENT RENTAL	12,216.14
MEDICAL SERVICES	315,190.59
RISK MANAGEMENT	3,437.70
STORMWATER UTILITY	15,976.42
WATER & SEWER	129,580.71
Subtotal Other Funds	602,106.14
Total Salaries and Wages	1,659,071.93
Benefits:	
Dental Insurance	44,142.50
Industrial Insurance	28,245.01
Life Insurance	4,264.53
Long Term Disability Insurance	4,757.31
Medical Insurance	625,093.60
Medical Retirement Account	3,300.00
Retirement	139,800.04
Social Security (FICA)	95,772.84
Vision Insurance	7,496.84
WA Family Leave	1,545.93
Total Benefits	954,418.60
Grand Total	\$2,613,490.53

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 \$2,613,490.53 comprised of check numbers 73755 through 73789 and direct deposit numbers 171981 through 172472.

Approved for payment:



Dan Legard, Finance Director

Council Agenda Coversheet



Agenda Item Number	3.c.(2)	Council Date	08/20/2019
Agenda Item Type	General Business Item		
Subject	Payroll Roster (PPE 7/31/2019)		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

Consent Agenda	☒
Ordinance/Reso	☐
Public Mtg / Hrg	☐
Other	☐
Quasi-Judicial	☐

Recommendation

That council approve the payroll roster.

Motion for Consideration

I move to approve the payroll roster for the period ended 7/31/2019, in the amount of \$2,058,526.13, comprised of check numbers 73796 through 73854 and direct deposit numbers 172479 through 172935.

Summary

None.

Alternatives

None.

Fiscal Impact

Total \$2,058,526.13.

Through

Phil Bleazard
Aug 05, 09:39:00 GMT-0700 2019

Dept Head Approval

Dan Legard
Aug 05, 10:22:38 GMT-0700 2019

City Mgr Approval

Marie Mosley
Aug 15, 19:49:45 GMT-0700 2019

Attachments: Roster

☐ Recording
Required?

August 20, 2019

All Departments:

July 31, 2019

ADMINISTRATIVE TEAM	2,826.25
CITY COUNCIL	4,088.00
CITY MANAGER	12,331.68
CIVIL SERVICE	4,118.00
COMMUNITY PLANNING & ECONOMIC DEVELOPMENT	43,463.27
EMPLOYEE & COMMUNITY RELATIONS	78,566.38
ENGINEERING	55,495.29
FACILITIES & GROUNDS	90,531.28
FINANCE	52,331.10
FIRE	109,930.19
LEGAL SERVICES	19,661.71
MANAGEMENT SERVICES	82,682.46
POLICE	490,498.75
Subtotal General Fund	1,046,524.36
STREETS	11,583.99
TRAFFIC	42,474.24
Subtotal Street Fund	54,058.23
BI-PIN	10,722.78
BUILDING SAFETY	42,107.19
COMMUNITY DEVELOPMENT	4,023.08
CRIMINAL JUSTICE	66,379.72
EQUIPMENT RENTAL	12,675.03
MEDICAL SERVICES	331,770.75
RISK MANAGEMENT	6,244.70
STORMWATER UTILITY	20,774.76
WATER & SEWER	140,276.91
Subtotal Other Funds	634,974.92
Total Salaries and Wages	1,735,557.51
<u>Benefits:</u>	
Comp Time Payout	36,824.44
Industrial Insurance	30,818.07
Medical Retirement Account	3,300.00
Retirement	147,257.99
Social Security (FICA)	103,168.70
WA Family Leave	1,599.42
Total Benefits	322,968.62
Grand Total	\$2,058,526.13

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 \$2,058,526.13 comprised of check numbers 73796 through 73854 and direct deposit numbers 172479 through 172935.

Approved for payment:



Dan Legard, Finance Director

Council Agenda Coversheet 	Agenda Item Number	3.d.	Council Date	08/20/2019	Consent Agenda	☒	
	Agenda Item Type	Contract/Agreement/Lease				Ordinance/Reso	☐
	Subject	Benton PUD Interlocal Agreement				Public Mtg / Hrg	☐
	Ordinance/Reso #		Contract #		Other	☐	
	Project #		Permit #		Quasi-Judicial	☐	
	Department	Public Works					

Recommendation

Authorize the City Manager to sign an Interlocal Cooperative Agreement with Benton PUD for Advanced Wireless and Broadband Telecommunications Technology Collaboration.

Motion for Consideration

I move to authorize the City Manager to sign an Interlocal Cooperative Agreement with Benton PUD for Advanced Wireless and Broadband Telecommunications Technology Collaboration.

Summary

With the increasing demand for mobile data through wireless connectivity, City street light poles and Benton PUD poles are expected to play a major role in housing equipment for deploying new wireless network systems for broadband telecommunication infrastructure.

This demand necessitates improved planning, permitting and construction processes for both agencies to accommodate these new facilities, including providing connectivity to the City's traffic control management system.

This interlocal agreement emphasizes this need to work together to assure the successful deployment of this new technology that is affecting both of our agencies.

Alternatives

None recommended.

Fiscal Impact

No fiscal impact.

Through	Bruce Mills Aug 12, 10:47:51 GMT-0700 2019	Attachments: 
Dept Head Approval	Bruce Mills Aug 12, 10:47:58 GMT-0700 2019	
City Mgr Approval	Marie Mosley Aug 16, 08:26:36 GMT-0700 2019	
		☐ Recording Required?



INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
THE CITY OF KENNEWICK AND PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY
FOR ADVANCED WIRELESS AND BROADBAND TELECOMMUNICATIONS TECHNOLOGY
COLLABORATION
CONTRACT # #19-46-09

THIS INTERLOCAL AGREEMENT is entered into this _____ day of July, 2019, between the City of Kennewick, Washington, a Washington Municipal Corporation, hereinafter "City" and Public Utility District No. 1 of Benton County, a Washington Public Utility District, hereinafter "PUD," collectively referred to as "Parties" and individually as "Party".

WHEREAS, the Parties are, pursuant to Chapter 39.34 RCW (the Interlocal Cooperation Act) authorized to exercise their powers jointly, thereby maximizing their ability to provide services and facilities which will best fulfill common needs of the Parties; and

WHEREAS, the City has a desire to utilize high-speed broadband communications capability for the purposes of traffic control; and

WHEREAS, the demand for access to mobile data continues to grow each year; and

WHEREAS, the desire for wireless connectivity is driving demand for wireless networks with greater coverage and capacity; and

WHEREAS, advanced wireless technology and systems being planned by private and public entities will require a significant increase in the density of radio equipment and related facilities; and

WHEREAS, access to public rights-of-way and facilities will be essential to the deployment of advanced wireless systems; and

WHEREAS, City street light poles and PUD power poles are expected to play a major role in advanced wireless system deployments; and

WHEREAS, the City and PUD will be required to process agreements and permits to enable advanced wireless system deployments by multiple private and public entities; and

WHEREAS, the anticipated high volume and desired rapid deployment of advanced wireless infrastructure will require improved planning, permitting and construction processes in order to

best balance the interests of wireless service providers, citizens of Kennewick, the City and PUD; and

WHEREAS, the community will benefit from further economic development capability due to the availability of high-speed cellular data services; and

WHEREAS, the PUD owns and operates a wholesale broadband business which includes fiber-optic and wireless networks deployed in the City and throughout Benton County; and

WHEREAS, the PUD through a services agreement with Northwest Open Access Network (NoaNet) has established business relationships and operating capabilities with major cellular service providers; and

WHEREAS, these relationships and capabilities provide an opportunity to proactively work with cellular and other wireless service providers to facilitate early adoption of next generation mobile data capabilities to the benefit of our community; and

WHEREAS, a collaborative effort on the part of the City and PUD creates an opportunity to standardize approaches to design and permitting of advanced wireless infrastructure which will help ensure predictable and desirable outcomes for deployment of next generation mobile data capabilities in our community; NOW, THEREFORE,

In consideration of the foregoing recitals and the mutual covenants contained herein, the Parties agree as follows:

Section 1. Purpose. The purpose of this Agreement is to establish the respective roles of the Parties in the planning, permitting, standard adoption, and deployment of advanced wireless systems within the City of Kennewick.

Section 2. Designated Contacts. The designated contacts for the purposes of administration of this Agreement shall be:

CITY:	Cary M. Roe P.E. Public Works Director 1010 E. Chemical Drive P.O. Box 6108 Kennewick, WA 99336-0108 (509)585-4292
PUD:	Chris Folta Director of Information Technology & Broadband Services 2721 West 10 th Avenue P.O. Box 6270 (509)582-1212

Section 3. Responsibilities of Parties.

3.1 The City and PUD shall:

- a. Meet periodically to discuss infrastructure planning to accommodate the deployment of advanced wireless and broadband telecommunications facilities to be located on City and PUD facilities within the City of Kennewick.
- b. Collaborate in the review and adoption of agency-specific infrastructure standards pertaining to placement, aesthetics, and structure mounting heights.
- c. Collaborate on the deployment and use of broadband telecommunication infrastructure to provide connectivity to the City's traffic control management system.

Section 4. No Third Party Rights. Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the Parties hereto and their successors and assigns to rely upon the covenants and agreements herein nor to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of nonperformance hereunder.

Section 5. Modification. This Agreement may be modified only by written amendment signed by both Parties.

Section 6. Allocation of Liability/Indemnification.

- 6.1 Each of the Parties to this Agreement shall be solely responsible for the acts or omissions of its employees, agents and contractors.
- 6.2 Each Party shall indemnify and hold the other Party harmless from liability, obligation or claims arising solely from the negligent actions or omissions of the indemnifying Party, to the extent permitted by law. In the event the liability, obligation or claim arises from the joint action or inaction of the Parties, then each Party shall be responsible to the extent that its negligent action or inaction contributed to the liability, obligation or claim.
- 6.3 Each Party shall indemnify and hold the other Party harmless from any environmental claims and liabilities that derive from transport, installation, maintenance, use, ownership or decommissioning of the Parties' separate equipment and facilities, and will also indemnify each other for any such claims deriving from the Parties' individual transport, installation, maintenance, use, or decommissioning of Shared Property, to the extent otherwise allowed by law. The Parties shall defend and share equally in environmental claims or liability deriving from Shared Property for which neither Party has greater responsibility.

6.4 This section shall remain in effect beyond the termination of this Agreement.

Section 7. Insurance. The Parties recognize that each of them are insured to a sufficient level and with appropriate limits of liability through respective risk pools and will maintain insurance in the same coverage and amounts as each Party currently has coverage. If either Party makes changes that decrease the coverage or amounts of coverage, they shall notify the other Party in writing 60 days prior to the effective date of said change.

Section 8. Term of Agreement and Termination. This Agreement shall become effective upon full execution hereof and shall continue in perpetuity. Either Party may withdraw from this Agreement with ninety (90) days written notice to the non-withdrawing Party. Any liability or obligation incurred by the withdrawing Party prior to the date of withdrawal and not satisfied prior to the date of withdrawal shall remain in the obligation or liability of the withdrawing Party and must be satisfied within thirty (30) days from the date of withdrawal.

Section 9. Exchange of Information/Confidentiality.

9.1 The Parties may exchange information as needed to facilitate the collaborative efforts. To the extent the Parties have access to sensitive and confidential materials, including, but not limited to, attorney-client privileged documents, e-mails, and social security numbers, a Party shall not exchange that information if it would become a public record subject to disclosure. Employees of the Parties shall not disclose this information to any person without the prior written permission of the Party who maintains the information. This section shall remain in effect beyond the termination of this Agreement.

9.2 The records and documents with respect to all matters covered by this Agreement shall be available for inspection by either Party during the term of this Agreement and for three years after its termination.

Section 10. No Separate Legal Entity. It is not the intention of the parties to create a separate legal entity to conduct the cooperative undertaking and none of the provisions of this Agreement should be construed as such. The acquiring, holding or disposing of real or personal property not otherwise described herein is not contemplated by or authorized by this Agreement.

Section 11. Severability. In the event any term or condition of this Agreement or application thereof to any person, entity or circumstance is held invalid, such invalidity shall not affect any other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

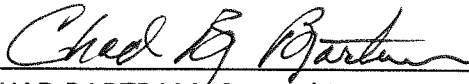
Section 12. Entire Agreement. The Parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the ____ day of July 2019.

CITY OF KENNEWICK

Public Utility District No. 1 of Benton County

MARIE E. MOSLEY, City Manager



CHAD BARTRAM, General Manager

Approved as to Form:

LISA BEATON, City Attorney

Council Agenda Coversheet 	Agenda Item Number	3.e.	Council Date	08/20/2019	Consent Agenda	☒	
	Agenda Item Type	Contract/Agreement/Lease				Ordinance/Reso	☐
	Subject	License Agreement for Commercial Sign in ROW				Public Mtg / Hrg	☐
	Ordinance/Reso #		Contract #		Other	☐	
	Project #		Permit #		Quasi-Judicial	☐	
	Department	Public Works					

Recommendation

Authorize the Mayor to sign a License Agreement with Mendoza Properties, LLC for a commercial business sign in the right-of-way at 518 W. Columbia Drive.

Motion for Consideration

I move to authorize the Mayor to sign a License Agreement with Mendoza Properties, LLC for a commercial business sign in the right-of-way at 518 W. Columbia Drive.

Summary

This is a request to enter into a license agreement for a new commercial business sign on an existing pole in City right-of-way.

In 2001, a sign permit was granted to allow a commercial business sign in City right-of-way next to 518 W. Columbia Drive, per BLD-2001-01788.

Mendoza Properties, LLC(Licensee) would like to place a new commercial business sign on the same previous sign post.

Under current practice, the City requires a license agreement for any such sign installations within our right-of-way, and this use, while allowed, is limited to unique circumstances. In this particular instance, a previous sign permit was granted for this exact location with no issue, the proposed sign will not block any other signage in the area, nor cause any sight distance issues.

The license agreement requires the Licensee to indemnify the City and provide proof of insurance, naming the City as additional insured. The license agreement is also revocable, in the event the City requires future use of the right-of-way for its purposes.

Alternatives

Do not approve the license agreement.

Fiscal Impact

None. The Licensee will pay the \$107.50 recording fee, and an annual \$100.00 fee to the City for the License Agreement.

Through	Bruce Mills Jul 30, 07:45:45 GMT-0700 2019	Attachments: 
Dept Head Approval	Cary Roe Aug 07, 10:31:05 GMT-0700 2019	
City Mgr Approval	Marie Mosley Aug 15, 20:28:36 GMT-0700 2019	

☒ Recording Required?

After Recording Return to:
City of Kennewick
Public Works Department
PO Box 6108
Kennewick WA 99336

LICENSE AGREEMENT

Tax Parcel ID #: 1-3699-402-0012-012
Location: 518 W. Columbia Drive

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

1. The City hereby grants to the Licensee a license for the following described real property:

A STRIP OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 9 NORTH, RANGE 29 EAST, WILLAMETTE MERIDIAN, CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON, BEING 5.00 FEET IN WIDTH WITH 2.50 FEET OF SAID WIDTH LYING ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 36; THENCE NORTH 0°35'02" WEST 820.71 FEET ALONG THE EAST LINE OF SAID SECTION 36 TO THE INTERSECTION OF NORTH AUBURN STREET AND WEST ENTIAT AVENUE; THENCE SOUTH 89°23'43" WEST 1085.02 FEET ALONG THE CENTERLINE OF SAID WEST ENTIAT AVENUE TO THE CENTERLINE OF WEST COLUMBIA DRIVE; THENCE NORTH 38°35'25" WEST 710.31 FEET ALONG THE CENTERLINE OF SAID COLUMBIA DRIVE; THENCE NORTH 49°39'27" EAST 32.86 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 49°39'27" EAST 2.15 FEET TO THE NORTHEASTERLY RIGHT OF WAY MARGIN OF SAID COLUMBIA DRIVE, AS DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NUMBER 798579, RECORDS OF BENTON COUNTY AND THE TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF SAID STRIP TO BE SHORTENED OR LENGTHENED TO TERMINATE AT SAID NORTHEASTERLY RIGHT OF WAY MARGIN.

2. This license is granted to allow the Licensee, at his request, to use the property solely for the installation and maintenance of a commercial sign (hereinafter referred to as

"improvements"). The improvements shall not encroach on the existing roadways, sidewalks, or other public infrastructure; or obstruct access to public facilities.

3. This private non-structural improvement is for installation in the public right of way.
4. In the event of any change to the Licensee's property, the Licensee will bring the improvements into compliance with applicable City standards, conditions or requirements within sixty (60) days after written notice by the City. Should the City need to enter into the improved property to protect the public health, safety or welfare, any damage done by the City to improvements made under this license shall be at the sole responsibility of the Licensee.
5. The Licensee shall maintain the improvements to the property in a safe and well cared for condition. The Licensee shall maintain the improvements per the approved plans, unless otherwise directed or approved in writing by the City. The Licensee shall make any modifications to the improvements directed by the City within sixty (60) days written notice by the City. The Licensee shall be solely responsible for all costs associated with the maintenance of, and for any City approved or directed modifications of the improvements located on the property.
6. Use of public rights-of-way is considered temporary in nature and may not be used to lessen or abrogate any City code requirements.
7. This License Agreement may be assigned by the Licensee, subject to the prior written approval of the City Manager.
8. The parties acknowledge that a License Agreement is a limited permission to occupy property, and Licensee's rights are limited to only those expressly provided in this Agreement. The parties acknowledge that this License Agreement may be revoked at any time upon sixty (60) days written notice to the Licensee by the City Manager. At the end of the 60 days, Licensee will have an additional 30 days to remove all improvements made in the property at the sole cost and expense of the Licensee. Licensee agrees to remove all improvements and restore the property in accordance to City standards, conditions and requirements. Should the Licensee fail to remove the improvements and restore the property to the City's satisfaction, the City may have the improvements removed at the cost of the Licensee. Licensee agrees that upon notice of the costs of removal of the improvements and restoration of the property, and their refusal to reimburse the City, the City may file a lien against their property (adjacent to the licensed property) for the removal and restoration costs.
9. In exchange for the granting of this License Agreement, the Licensee shall:
 - a. Annually pay to the City of Kennewick 100.00 dollars (\$100.00) per year to maintain this license agreement. Payment shall be paid to the City of Kennewick on or before January 15th of each calendar year at the City offices at 210 W. 6th Avenue, Kennewick, Washington 99336, or at such other addresses as the City shall direct in writing. The City may adjust the amount of payment owed by the Licensee every five (5) years by the rate of inflation over the period. The City shall notify the Licensee within thirty (30) days of any payment adjustment.

Failure by the Licensee to pay the City each year by the date herein specified shall immediately terminate this License Agreement.

- b. A License Agreement issued during the calendar year shall have their annual payments prorated in accordance with the following:
 - i. January 1st through March 31st – 100% of the annual payment;
 - ii. April 1st through June 30th – 75% of the annual payment;
 - iii. July 1st through December 31st – 50% of the annual payment, plus the next year's annual payment.
 - c. The City of Kennewick shall not be obligated to reimburse the Licensee full or partial payment due to the revocation or termination of this License Agreement.
 - d. Indemnify the City of Kennewick by providing proof of insurance in the amount of one million dollars (\$1,000,000) in the form of a certificate of an insurance for any and all losses, claims, actions and damages suffered by any persons or entity by reason of or resulting from any negligent, reckless, or intentional act or omission of the Licensee, its agents, employees, invitees, contractors, and any of their sub-contractors in connection with use of the licensed area as defined by Section 1 of this agreement; naming the City of Kennewick as additional insured. Prior to any construction taking place on the property covered by this license, Licensee shall provide the City said certificate of insurance. Licensee's obligation to maintain insurance for the license property is a condition of this License Agreement. If, as a consequence of any such act or omission, any suit or action is brought against the City of Kennewick, the Licensee, upon notice of the commencement thereof, shall defend the City of Kennewick at no cost and expense to the City and promptly satisfy any final judgment adverse to the City. The indemnification provided in this subsection shall survive the expiration or earlier termination of this agreement. After each five (5) years, the City shall evaluate the sufficiency of the policy limit, and may request a higher limit.
 - e. If it is approved by Council, the Licensee will need to submit the current Benton County Auditor recording fee (\$107.50) to the City.
10. Any terms, conditions, requirements, determinations, directions, or decisions by the City of Kennewick with respect to the use of the public property made under this License Agreement are final and are not subject to appeal.

DATED this _____ day of _____, 2019.

CITY OF KENNEWICK

DON BRITAIN, Mayor

Attest:

TERRI L. WRIGHT, City Clerk
Approved As To Form:

LISA BEATON, City Attorney

LICENSEE

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

I certify that on this 22nd day of July, 2019, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jose Miguel Mendoza, to me known to be the individual who executed the foregoing instrument and acknowledged said instrument to be his free and voluntary act and deed, and on oath stated that he is authorized to execute said instrument.

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



Kimberley L. Wooten

Washington

Notary Public in and for the State of
Washington residing at Benton Co.
My Commission Expires: Jan. 10th 2021

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

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

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

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

Council Agenda Coversheet



Agenda Item Number	3.f.	Council Date	08/20/2019
Agenda Item Type	Boards and Commissions		
Subject	Arts Commission		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	City Manager		

Consent Agenda	☒
Ordinance/Reso	☐
Public Mtg / Hrg	☐
Other	☐
Quasi-Judicial	☐

Recommendation

The Interview Committee recommends that Council make two appointments to the Arts Commission.

Motion for Consideration

I move to accept the recommendation of the Interview Committee and appoint James Perez and Tina Phillips to the Arts Commission.

Summary

The Arts Commission has two openings due to the resignations of Kimberly DeWald and Jill Madison.

The Council Interview Committee recently conducted interviews and makes the following recommendation to fill the remaining term of Kimberly DeWald expiring 3/31/23 and Jill Madison expiring 3/31/21.

Appoint: James Perez (term expires 3/31/23) and Tina Phillips (term expires 3/31/21.)

Alternatives

None

Fiscal Impact

None

Through

Jackie Aman
Jul 30, 16:21:36 GMT-0700 2019

Dept Head Approval

City Mgr Approval

Marie Mosley
Aug 15, 19:52:50 GMT-0700 2019

Attachments:

James Perez
Tina Phillips

☐ Recording
Required?

Print

Boards and Commissions Application - Submission #6315

Date Submitted: 7/3/2019

First Name

James

Last Name

Perez

Date

7/3/2019

Address

[REDACTED]

City

Kennewick

State

WA

Zip Code

99338

Phone Number

[REDACTED]

Email Address

[REDACTED]

I am interested in serving on the following Commission

☒ Arts Commission

☒ Parks & Recreation Commission

Occupational Status and Background

I currently work as a Sales Account Manager for a company called Conversion Logix. It is a Seattle-based digital advertising and tech firm. I spent 5 years in Seattle, going to school and starting my professional career. I'm extremely happy to be back in the Tri-Cities, where I was born and grew up.

What unique qualities or attitude will you bring to this position?

I am an extremely motivated person with a desire for greatness. I am timely, professional, and eager to help improve the wellness of my city.

Community Related Activities/Organizational Affiliations

Starting in high school, I volunteered at Ridge View Elementary for a year to assist in their after-school chess club. I also have spent several summers helping improve the lives of those in the community through my church. In Seattle, I was on serve teams helping feed the homeless. I was also apart of the Bellevue Young Life organization, where I became a mentor to high school boys.

Volunteer Experience

See above.

What interests you about this Board/Commission?

I have been back in the Tri-Cities for about 6 months, and I'm looking to get more involved. I have a full-time job, but I work from home and I want to help improve the livelihood of this great city.

Experiences related to position applied for

I manage accounts and orchestrate the completion of projects every day. One of my responsibilities is to constantly find ways to improve systems, increase client satisfaction, and overall better the lives of others.

Why are you seeking appointment?

I have been back in the Tri-Cities for about 6 months, and I'm looking to make a difference. I have a full-time job, but I work from home and I want to help improve the livelihood of this great city.

To the best of your knowledge, would any conflict of interest be created as a result of your appointment?

No.

What makes you a good choice for this Board/Commission?

I'm a go-getter and aim to improve the lives of others. I feel that this group needs a younger spirit to help refresh the city of Kennewick.

Personal References

Micah Cruger, Executive Pastor - Faith Assembly Pasco
Scott Didrickson, Director - Bellevue Young Life
Michael D. Miller, CEO - Capital Planning

Disclaimer and Electronic Signature Agreement*

By checking the "I Agree" box below, you agree and acknowledge that 1) you understand that this application and supporting documents may be made available for public inspection, including inspection by member of the press and media; 2) your application will not be signed in the sense of a traditional paper document; 3) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 4) you may still be required to provide a traditional signature at a later date.

☒ I Agree

Electronic Signature

James L. Perez

Print

Boards and Commissions Application - Submission #6257

Date Submitted: 6/27/2019

First Name

Tina

Last Name

Phillips

Date

6/27/2019

Address

[REDACTED]

City

Kennewick

State

Wa

Zip Code

99338

Phone Number

[REDACTED]

Email Address

[REDACTED]

I am interested in serving on the following Commission

☒ Arts Commission

☐ Parks & Recreation Commission

Occupational Status and Background

I am an Art Major and multi-business owner. Currently a Film Maker for Bel Zev Films and Coyote Film Co. Owner of up-coming Wheat Head Brewing Co. Volunteer basketball coach at Kennewick High.

What unique qualities or attitude will you bring to this position?

I was always the odd ball who played sports & was an artist. I can appeal and relate to both right brain and left brain people. The artists and the entrepreneurs. The sports enthusiasts and the painters. The hippies and the CEOs. My best quality is my sense of humor and my ability to think objectively while also dreaming big.

Community Related Activities/Organizational Affiliations

Hosted photo/film education Workshops locally. Member of the 509 Bride. Videographer of the Year winner at the Tri-City Creatives Awards. Member of the local Rising Tide Society.

Volunteer Experience

Volunteer Basketball Coach at Kennewick High. Volunteer Film for Philocaly Fashion Show Fundraiser. Volunteer film for You Medical.

What interests you about this Board/Commission?

Having an impact on the Art forward movement of Tri-Cities. Everything in my life revolves around the Arts and I can't wait to bring more of it to our community through my own endeavors and through ones such as this position.

Experiences related to position applied for

I have been in the creative wedding industry for 5 years. These years consisting of public relations, innovative thinking, community driven events, creative & business related knowledge, ect. I want to branch out and back into the fine art world as the digital one has been my focus since college.

Why are you seeking appointment?

I want to be more involved in helping the community to see why art is such a huge part of their lives even if they don't realize it. I want to inspire people to chase their passions and not just a paycheck.

To the best of your knowledge, would any conflict of interest be created as a result of your appointment?

I don't think so!

What makes you a good choice for this Board/Commission?

As I stated before I'm a bit of a Chameleon and can get along with all different sorts of people. I bridge the gap between the art world and the business world. I can convey why art is awesome and why people should care about it no matter their occupation, personality, or geography.

Personal References

Olivia Berg
Amy Morris
Cheryl Holden

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☒ I Agree

Electronic Signature

Tina Phillips

Council Agenda Coversheet



Agenda Item Number	3.g.	Council Date	08/20/2019
Agenda Item Type	Boards and Commissions		
Subject	Parks and Recreation Commission		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	City Manager		

Consent Agenda	☒
Ordinance/Reso	☐
Public Mtg / Hrg	☐
Other	☐
Quasi-Judicial	☐

Recommendation

The Interview Committee recommends that Council make one new appointment to the Parks and Recreation Commission.

Motion for Consideration

I move to accept the recommendation of the Interview Committee and appoint Ty Fischer to the Parks and Recreation Commission.

Summary

The Parks and Recreation Commission has one recent opening due to the resignation of Greg Falk.

The Council Interview Committee recently conducted interviews and makes the following recommendation to fill the remaining term of Greg Falk to expire 3/31/21.

Appoint: Ty Fischer

Alternatives

None

Fiscal Impact

None

Through

Jackie Aman
Jul 30, 16:28:09 GMT-0700 2019

Dept Head Approval

City Mgr Approval

Marie Mosley
Aug 15, 19:51:16 GMT-0700 2019

Attachments: Ty Fischer

☐ Recording
Required?

Print

Boards and Commissions Application - Submission #6266

Date Submitted: 6/27/2019

First Name

Ty

Last Name

Fischer

Date

6/27/2019

Address

[REDACTED]

City

Kennewick

State

WA

Zip Code

99337

Phone Number

[REDACTED]

Email Address

[REDACTED]

I am interested in serving on the following Commission

☐ Arts Commission

☒ Parks & Recreation Commission

Occupational Status and Background

Teacher for Kennewick High School and the Kennewick School District. I just completed my 2nd term (8 years) as a Parks and Recreation commissioner and wish to continue this coveted role.

What unique qualities or attitude will you bring to this position?

Growing up in Kennewick, I have a strong passion for this community and the lives of families that live in this area. With approximately 700 park acres across Kennewick the city administration has done an outstanding job of reaching out to the community for input and desires to make quality of life better for Kennewick residents. I feel being on the commission has opened my eyes to the challenges we face, however we have also come a long ways in the 8 years that i have served. From the Southridge Complex, Playground of Dreams, Hanson Park, Park Audits, Columbia Park, The Columbia Park Golf course club house to the Interactive playground, we have accomplished a lot to make the community proud. However even though these are fantastic accomplishments, I feel there is still unfinished business and would be honored to have the opportunity to see these come to fruition and much more to tackle.

Community Related Activities/Organizational Affiliations

Serving on the Commission has been a wonderful opportunity to help in the community and that is why i applied originally. Family night out at the SR complex, opening ceremonies, dedications, holiday events etc. teaching and coaching multiple sports along with raising my daughter keeps me very active just like all of us.

Volunteer Experience

I teach and coach multiple sports, and with that comes many opportunities to fund-raise for our sports programs. For the past 4 years i have lead 50-75 volunteers for the football team and Waterfollies providing both parking and security during the boat races.

What interests you about this Board/Commission?

This is a fun dedicated group. This has giving me a perfect opportunity to help the community that i grew up in. a lot of people think the Parks and Rec is just youth sports and kids. But as we know it is way beyond that and to be apart of some of the decisions the city staff and commission have to make is a blessing.

Experiences related to position applied for

2 terms as Park and Rec Commissioner and Vice Chair.

Why are you seeking appointment?

As stated above, to be involved in the community i grew up in and give back.

To the best of your knowledge, would any conflict of interest be created as a result of your appointment?

No. Some scheduling times have conflicted due to wrestling matches and or job but my attendance has never been an issue.

What makes you a good choice for this Board/Commission?

I feel i have done a good job and have represented the commission and community very well. I feel with my enthusiasm and spirit along with the ability to relate and get along with everyone makes me an outstanding candidate.

Personal References

Eric Lund - 360-609-2339
Ty Cronenwett - Teacher Kennewick High 509 528-5943
Bill Templeton - Teacher Kennewick High, Former head Football coach - 509-460-0806

Disclaimer and Electronic Signature Agreement*

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☒ I Agree

Electronic Signature

J. Ty Fischer

Council Agenda Coversheet



Agenda Item Number	3.h.	Council Date	08/20/2019
Agenda Item Type	Boards and Commissions		
Subject	TPA Commission Appointment		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	City Manager		

Consent Agenda	☒
Ordinance/Reso	☐
Public Mtg / Hrg	☐
Other	☐
Quasi-Judicial	☐

Recommendation

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

Motion for Consideration

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

Summary

The interlocal agreement requires Council to select two representatives from nominations prepared by the Hotel & Lodging Association to serve on the Tri-City Regional Hotel Motel Commission. The new term will expire August 31, 2019.

Alternatives

NA

Fiscal Impact

NA

Through

Terri Wright
Jul 30, 14:45:27 GMT-0700 2019

Dept Head Approval

City Mgr Approval

Marie Mosley
Aug 15, 20:23:23 GMT-0700 2019

Attachments:

Letter

☐ Recording
Required?



P.O. Box 1739
Richland, WA 99352

Ms. Marie Mosley
City of Kennewick
210 W. 6th Ave.
Kennewick, WA 99336

Dear Ms. Mosley,

This letter is in reference to the Kennewick TPA Commissioner position currently held by Mr. Jerry Beach, Springhill by Marriott. Mr. Beach's term expires on August 31, 2019 and he is eligible for re-election.

Jerry Beach been selected by the Tri-Cities Hotel and Lodging Association as the preferred candidate to serve as the TPA Commissioner to represent the City of Kennewick for a two year term, which will expire on August 31, 2021. Miles Wilkins, General Manager from the Hilton Garden Inn, was nominated as the alternate candidate.

If you have any questions regarding this issue, please do not hesitate to contact me at 509-792-1660.

Sincerely,

Monica Hammerberg
Treasurer
Tri-Cities Hotel & Lodging Association

cc: Michael Novakovich, President/CEO, Visit TRI-CITIES

RECEIVED

JUL 29 2019

City of Kennewick
City Manager's Office

Council Agenda Coversheet 	Agenda Item Number	3.i.	Council Date	08/20/2019	Consent Agenda	☒	
	Agenda Item Type	Contract/Agreement/Lease				Ordinance/Reso	☐
	Subject	2019 Justice Assistance Grant (JAG)				Public Mtg / Hrg	☐
	Ordinance/Reso #		Contract #		Other	☐	
	Project #		Permit #		Quasi-Judicial	☐	
	Department	Police Department					

Recommendation

That Council approve the 2019 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 2019 Byrne Justice Assistance Grant (JAG) Program Award.

Summary

The Kennewick Police Department is applying for the 2019 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. The expeditious purchase of these items will prevent any reduction or interruptions of law enforcement services in each community.

The total Justice Assistance Grant award to CITY and COUNTY is \$17,748, 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.

The Kennewick Police Department plans to use the 2019 JAG funding to purchase a Crash Data Retrieval (CDR) tool. This tool is made up of hardware and software which provides the ability to retrieve Event Data Recording (EDR) data that may be stored in control modules of passenger cars, light trucks and SUV's. The software component is a single, stand alone, program designed to run in a Windows environment. The hardware part of the CDR is a collection of components including cables and adapters which are used to retrieve data from supported vehicles. The use of the CDR tool has become standard practice when investigating serious collisions.

Alternatives

None

Fiscal Impact

Provides funding to purchase the Crash Data Retrieval (CDR) tool. This tool will give the Kennewick Police Department new technology to aid in the investigation of serious vehicle collisions.

Through	Chris Guerrero Aug 08, 14:11:12 GMT-0700 2019	Attachments: 
Dept Head Approval	Ken Hohenberg Aug 08, 14:20:57 GMT-0700 2019	
City Mgr Approval	Marie Mosley Aug 15, 20:14:14 GMT-0700 2019	

☐ 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**

2019 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this August 20, 2019, 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 \$17,748, 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 since only one jurisdiction can make application for the funds. CITY agrees to pay COUNTY a total of \$7,099 of JAG funds.

Section 2.

COUNTY agrees to use \$7,099 for portable radios and patrol rifle optics.

Section 3.

CITY agrees to use \$10,649 to purchase a Crash Data Retrieval Tool.

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 for claims against COUNTY.

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 13 for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Termination of this Agreement by any party shall not affect or diminish authority exercised prior to delivery of required notice of termination.

Section 7.

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

Section 8.

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

Section 9.

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

Section 10.

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

Section 11.

The term of this Agreement shall be through September 30, 2020.

Section 12.

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

Section 13.

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

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

Section 14.

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

City of Kennewick, Washington

County of Benton, Washington

DON BRITAIN, Mayor

Chairman of Benton County
Commission

ATTEST:

APPROVED AS TO FORM:

TERRI WRIGHT, City Clerk

Deputy Prosecuting Attorney

APPROVED AS TO FORM:
Contract Authorization

LISA BEATON, City Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

Council Agenda Coversheet



Agenda Item Number	3.j.	Council Date	08/20/2019
Agenda Item Type	Contract/Agreement/Lease		
Subject	Interlocal Agreement with KID		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Public Works		

Consent Agenda	☒
Ordinance/Reso	☐
Public Mtg / Hrg	☐
Other	☐
Quasi-Judicial	☐

Recommendation

That City Council authorize the City Manager to sign the the Interlocal Agreement with the Kennewick Irrigation District for incorporating their irrigation work under the City's West 36th Avenue Sidewalk Project.

Motion for Consideration

I move to authorize the City Manager to sign the the Interlocal Agreement with the Kennewick Irrigation District for incorporating their irrigation work under the City's West 36th Avenue Sidewalk Project.

Summary

The purpose of this agreement is to establish roles of the Jurisdictions in the construction of the City's West 36th Avenue Sidewalk Project. The West 36th Avenue Sidewalk Project is currently scheduled for construction this Summer and involves installation of a sidewalk on the north side of West 36th Avenue between South Vancouver Street to 300 feet east of South Tacoma Street. To accommodate the new sidewalk, the north side will be widened an additional five (5) feet to increase the width of the roadway. The improvements will include new curb, gutter, sidewalk, storm drainage and street lighting.

As a part of the storm drainage system, the City will be installing catch basins on the north side of the roadway. These catch basins will require that the Kennewick Irrigation District (KID) reroute their existing 4-inch and 6-inch irrigation mains around these drainage structures to accommodate their new location. In order to minimize any conflict with this reroute work and the City's sidewalk project, the decision was made to have the City's contractor complete the work under the West 36th Avenue Sidewalk Project and pass the reroute charges back to KID.

Alternatives

Reject agreement and require the KID to complete the work on their own which would delay our contracted work.

Fiscal Impact

No fiscal impact since all contract costs including change orders are passed through to KID.

Through

Heath Mellotte
Aug 12, 16:27:26 GMT-0700 2019

Dept Head Approval

Bruce Mills
Aug 12, 17:03:40 GMT-0700 2019

City Mgr Approval

Marie Mosley
Aug 15, 20:20:59 GMT-0700 2019

Attachments: KID Interlocal Agreement

☐ Recording
Required?

AFTER RECORDING
RETURN TO:

City of Kennewick
210 W. 6th Ave
Kennewick, WA 99336-0108

Attn. Terri Wright, City Clerk

**INTERLOCAL COOPERATIVE PROJECT AGREEMENT BETWEEN
KENNEWICK IRRIGATION DISTRICT AND CITY OF KENNEWICK FOR THE
P1906 – W. 36TH AVE SIDEWALK PROJECT**

BY THIS INTERLOCAL COOPERATIVE AGREEMENT, hereinafter referred to as "Interlocal Agreement", entered into this 2nd day of July, 2019, the City of Kennewick, Washington, a municipal corporation, hereinafter referred to as the "City", and Kennewick Irrigation District of Benton County, Washington, a municipal corporation of the state of Washington, hereinafter referred to as the "KID" enter into the following agreement:

WHEREAS the City is to install sidewalk along the north side of W. 36th Ave between S. Vancouver St. to 300 feet east of S. Tacoma St. or just east of S. Sharron St.; and

WHEREAS there is a mutual benefit to the City and the KID to cooperate in maintaining and improving their infrastructure while upholding government efficiency; and

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

Section 1. The KID shall provide the City with specifications of the KID part of the project, which includes, but is not limited to, realigning or rerouting sections of the existing irrigation main pipeline. The work will include furnishing all labor, tools, materials, and equipment required for completion of the improvements as may be necessary in accordance with the specifications, drawings, contract documents, and conditions ("the KID's Project").

Section 2. The City will bid the project so that the cost of the KID's Project shall be included in the scope as a separate schedule of the bid, which may be accepted or rejected by the KID.

Section 3. The City will bid the City's Project and the KID's Project together (together referred to as the "Projects") in accordance with the legal bidding requirements of the City, and the City select the lowest responsible bidder for the Projects.

Section 4. The City will provide primary oversight, construction management and inspection to install the Projects. The KID will provide periodic inspections, final inspection, punch list, and approval of the KID's Project. The KID shall provide the City with a written punch list for the KID's project within two (2) working days of completion by the City's contractor. The City shall seek timely completion of the KID's punch list.

Section 5. The City's Project includes, but is not limited to, installation of curb, gutter, sidewalk, storm drainage, street lighting and irrigation main pipeline realignment. The work will include furnishing all labor, tools, materials, and equipment required for completion of the improvements as may be necessary in accordance with the specifications, drawings, contract documents, and conditions.

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

Section 7. The KID shall approve all pipe, bends and couplings for the construction of the Project. The KID shall provide the name and contact information for a KID representative that has full authority to approve change orders associated with the Project.

Section 8. The KID shall compensate the City for the contracted bid items that have been identified as their Project in the Contract Proposal. KID will also be responsible for all change orders that are directly attributed to the KID, of which the City will seek approval from KID prior to approval of the change order.

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

Section 10. This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court for the county of Benton, State of Washington.

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

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

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

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

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

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

CITY OF KENNEWICK

KENNEWICK IRRIGATION DISTRICT

By: _____

By: Charles Freeman

Title: _____

Title: District Manager

ATTEST BY:

Terri Wright, City Clerk

APPROVED AS TO FORM:

Lisa Beaton, City Attorney

Council Agenda Coversheet 	Agenda Item Number	3.k.	Council Date	08/20/2019	Consent Agenda	☒	
	Agenda Item Type	Contract/Agreement/Lease				Ordinance/Reso	☐
	Subject	CDBG Juniper Half Street				Public Mtg / Hrg	☐
	Ordinance/Reso #		Contract #		Other	☐	
	Project #	P1904-19	Permit #		Quasi-Judicial	☐	
	Department	Public Works					

Recommendation

That City Council award Contract P1904-19 CDBG Juniper Half Street project to TTap Construction Services in the amount of \$112,404.00, plus a 15% contingency amount of \$16,860.60, for a total amount of \$129,264.60.

Motion for Consideration

I move to award Contract P1904-19 CDBG Juniper Half Street project to TTap Construction Services in the amount of \$112,404.00, plus a 15% contingency amount of \$16,860.60, for a total amount of \$129,264.60.

Summary

Two (2) sealed bids were received on August 14, 2019 at 10:00 AM.

TTap Construction Services \$112,404.00

Allstar Construction Group \$203,207.63

Engineer's Estimate: \$135,935.00

The Juniper Half Street project consists of installing curb, gutter, sidewalk, pedestrian access ramps and catch basins on the east side of S. Juniper Street. Project limits are from East 7th Avenue to East 8th Avenue. The funding source is Community Development Block Grant (CDBG). No right of way is being purchased or acquired.

The lower than anticipated bid allows the City to increase the contingency from the typical 10% to 15% since there is a surplus of grant funding.

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

Alternatives

None recommended.

Fiscal Impact

Misc. ADA Improvements (300.010.595.61.63.02): \$129,264.60

CDBG Grant is 100% reimbursable up to \$161,000

Through	Heath Mellotte Aug 14, 14:08:43 GMT-0700 2019	Attachments:  ☐ Recording Required?
Dept Head Approval	Bruce Mills Aug 14, 15:48:21 GMT-0700 2019	
City Mgr Approval	Marie Mosley Aug 15, 20:03:39 GMT-0700 2019	

Council Agenda Coversheet 	Agenda Item Number	5.a.	Council Date	08/20/2019	Consent Agenda	☐
	Agenda Item Type	Ordinance			Ordinance/Reso	☒
	Subject	Wheeled All-Terrain Vehicles on City Roadways			Public Mtg / Hrg	☐
	Ordinance/Reso #	5816	Contract #		Other	☐
	Project #		Permit #		Quasi-Judicial	☐
	Department	City Attorney				

Recommendation

Adopt Ordinance 5816 which allows use of side-by-side wheeled all-terrain vehicles on City roadways with a speed limit of 35 miles per hour or less.

Motion for Consideration

I move to adopt Ordinance 5816.

Summary

In May of 2019, Council was asked to consider allowing the use of Wheeled All-Terrain Vehicles (WATVs) on City roadways by citizens who appeared at a council meeting. Revised Code of Washington (RCW) Section 46.09.455, passed in 2013, allows citizens to ride WATVs on City roadways with a speed limit of 35 miles per hour or less if the City adopts an ordinance allowing such use. Cities are permitted to adopt unique regulations on WATVs as long as the regulations are not less stringent than state law requirements. Information regarding ordinances adopted by other cities in Washington and the parameters of a potential ordinance for Kennewick were presented to the Budget and Administrative Committee on June 4, 2019. This information was also presented to the Traffic Safety Commission on June 27, 2019 and to the City Council at the July 9, 2019 Council workshop. This proposed ordinance incorporates feedback provided at each of the presentations noted above.

Ordinance 5816 proposes to add Chapter 11.92 "Wheeled All-Terrain Vehicles" to the Kennewick Municipal Code. Notably, this proposed ordinance restricts allowed WATVs to vehicles known as "side-by-sides" which have bucket-type seating and a steering wheel. The ordinance essentially mirrors the requirements for WATVs under state law with respect to equipment (lights, horn, brakes mirrors, turn signals, seatbelts, etc.), the requirement that the driver have a driver's license, and the minimum age limit for passengers (5 years of age). The proposed ordinance differs from state law in that it would require drivers of WATVs to be 18 years of age or older and would require car seats and automobile liability insurance as required by sections of state law applicable to motor vehicles. This proposed ordinance, if adopted, will allow WATVs that meet the requirements of proposed KMC Chapter 11.92 to travel on all roadways in Kennewick that have a speed limit of 35 miles per hour or less.

Alternatives

None recommended.

Fiscal Impact

None.

Through	Jessica Foltz Aug 12, 16:43:18 GMT-0700 2019	Attachments: Ordinance
Dept Head Approval	Lisa Beaton Aug 13, 18:21:54 GMT-0700 2019	
City Mgr Approval	Marie Mosley Aug 16, 09:31:35 GMT-0700 2019	

☐ Recording Required?

CITY OF KENNEWICK
ORDINANCE NO. 5816

AN ORDINANCE RELATING TO VEHICLES AND TRAFFIC AND ADDING
A NEW CHAPTER 11.92 TO THE KENNEWICK MUNICIPAL CODE

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

Section 1. There is hereby added a new Chapter 11.92 to the Kennewick Municipal Code to read
as follows:

CHAPTER 11.92 WHEELED ALL TERRAIN VEHICLES

- 11.92.010: Definitions.
- 11.92.020: Use of Wheeled All-Terrain Vehicle on City Streets.
- 11.92.030: Restrictions on Use of Wheeled All-Terrain Vehicle on City Streets.
- 11.92.040: Equipment Requirements of a Wheeled All-Terrain Vehicle.
- 11.92.050: Registration Requirements of a Wheeled All-Terrain Vehicle.
- 11.92.060: Duty to Obey Traffic-Control Devices and Rules of the Road.
- 11.92.070: Prohibited Uses.
- 11.92.080: Prohibited Areas.
- 11.92.090: Violation - Penalty.
- 11.92.100: Severability.

11.92.010 Definitions.

When used in this chapter, the City defines the words and phrases listed below as
follows:

- (1) “City” means the City of Kennewick, its elected officials, its employees, and its agents.
- (2) “City Street” means every way, lane, road, street, boulevard, and every way or place in the City open as a matter of right to public vehicular traffic inside the city limits.
- (3) “Motorcycle Helmet” has the same meaning as provided in RCW 46.37.530.
- (4) “Rules of the Road” means all the rules that apply to vehicle or pedestrian traffic as set forth in state statute, rule or regulation.
- (5) “Sidewalk” means that property between the curb lines or the lateral lines of a city street and the adjacent property, set aside and intended for the use of pedestrians or such portion of private property parallel and in proximity to a city street and dedicated to use by pedestrians.
- (6) “Wheeled All-Terrain Vehicle” or “WATV” means:
 - (a) A utility-type vehicle designed for and capable of travel over designated roads that travels on four or more low-pressure tires of 20 psi or less, has a

maximum width less than 74 inches, has a maximum weight less than 2,000 pounds, has a wheelbase of 110 inches or less, and satisfies at least one of the following:

- (i) Has a minimum width of 50 inches;
- (ii) Has a minimum weight of at least 900 pounds; or
- (ii) Has a wheelbase of over 61 inches;
- (b) Has a steering wheel for steering control; and
- (c) Has nonstraddle seating with the operator and passenger sitting side by side in the vehicle manufactured primarily for recreational nonhighway all-terrain use.

(Ord. 5816 Sec. 1, 2019)

11.92.020: Use of Wheeled All-Terrain Vehicle on City Streets:

Subject to the restrictions and requirements set forth in this chapter, a person who has attained the age of eighteen (18) years and who has a valid driver's license issued by the state of the person's residence may operate a wheeled all-terrain vehicle upon a city street having a speed limit of 35 miles per hour or less.

(Ord. 5816 Sec. 1, 2019)

11.92.030: Restrictions on Use of Wheeled All-Terrain Vehicle on City Streets:

- (1) Any person who operates or rides as a passenger in a wheeled all-terrain vehicle must wear a securely fastened motorcycle helmet while the WATV is in motion, unless the WATV is equipped with roll bars or an enclosed passenger compartment;
- (2) Any person who operates or rides as a passenger in a wheeled all-terrain vehicle must wear a securely fastened seat belt as required in RCW 46.61.688(3). Passengers less than sixteen (16) years of age are required to be restrained as defined in RCW 46.61.687.
- (3) No passengers under the age of five (5) years of age may be transported in a wheeled all-terrain vehicle;
- (4) A person may not operate a wheeled all-terrain vehicle upon a city street with a speed limit in excess of 35 miles per hour; however, a person may cross a city street with a speed limit in excess of 35 miles per hour at a controlled intersection if the crossing begins and ends on a city street with a speed limit of 35 miles per hour or less and occurs at an intersection of approximately 90 degrees;
- (5) A person may operate a wheeled all-terrain vehicle upon any city street while being used under the authority or direction of an appropriate agency that engages in emergency management, as defined in RCW 46.09.310, or search and rescue, as defined in RCW 38.52.010, or a law enforcement agency, as defined in RCW 16.52.011, within the scope of the agency's official duties;
- (6) Wheeled all-terrain vehicles are subject to Chapter 46.55 RCW; and
- (7) No person may operate a wheeled all-terrain vehicle upon a city street without having proof of current liability insurance with liability limits of at least the amounts provided in and in compliance with the requirements as set forth in RCW 46.29.090, as now enacted or hereafter amended. Written proof of such

financial responsibility must be provided on the request of a law enforcement officer.

(Ord. 5816 Sec. 1, 2019)

11.92.040: Equipment Requirements of a Wheeled All-Terrain Vehicle:

A wheeled all-terrain vehicle operated on a city street must comply with the following equipment requirements:

- (1) Headlights meeting the requirements of RCW 46.37.030 and 46.37.040 and used at all times when the vehicle is in motion;
- (2) Two tail lamps meeting the requirements of RCW 46.37.070(1) and to be used at all times when the vehicle is in motion upon a city street;
- (3) A stop lamp meeting the requirements of RCW 46.37.200;
- (4) Reflectors meeting the requirements of RCW 46.37.060;
- (5) During hours of darkness, as defined in RCW 46.04.200, turn signals meeting the requirements of RCW 46.37.200;
- (6) Outside of hours of darkness, the operator must comply with RCW 46.37.200 or 46.61.310;
- (7) Two mirrors meeting the requirements of RCW 46.37.400;
- (8) A windshield meeting the requirements of RCW 46.37.430, unless the operator wears glasses, goggles, or a face shield while operating the vehicle, of a type conforming to rules adopted by the Washington State Patrol;
- (9) A horn or warning device meeting the requirements of RCW 46.37.380;
- (10) Brakes in working order;
- (11) A spark arrester and muffling device meeting the requirements of RCW 46.09.470;
- (12) Seatbelts meeting the requirements of RCW 46.37.510; and
- (13) Must have an individual seat for each occupant designed to seat a person.

(Ord. 5816 Sec. 1, 2019)

11.92.050: Registration Requirements of a Wheeled All-Terrain Vehicle:

A wheeled all-terrain vehicle operated on a city street must comply with all the registration requirements of Chapter 46.09 RCW.

(Ord. 5816 Sec. 1, 2019)

11.92.060: Duty to Obey Traffic-Control Devices and Rules of the Road:

Unless a police officer directs otherwise, a person operating a wheeled all-terrain vehicle must obey all rules of the road that apply to vehicle or pedestrian traffic and must obey the instructions of official traffic-control signals, signs, and other control devices applicable to vehicles. A person operating a wheeled all-terrain vehicle upon a city street is subject to all of the duties that Chapter 46.61 RCW et seq. imposes on an operator of a vehicle, except as to those provisions thereof which by their nature can have no application.

(Ord. 5816 Sec. 1, 2019)

11.92.070: Prohibited Uses:

- (1) No person may operate or ride a wheeled all-terrain vehicle in a negligent or unsafe manner, but must operate it with reasonable regard for his or her own safety and for the safety of others.
- (2) No person may occupy a wheeled all-terrain vehicle unless that person is seated in a seat designed to carry a person. No person may tow any devices or persons behind a wheeled all-terrain vehicle.
- (3) No person may operate a wheeled all-terrain vehicle side-by-side in a single lane of traffic.

(Ord. 5816 Sec. 1, 2019)

11.92.080: Prohibited Areas:

- (1) It is unlawful to operate a wheeled all-terrain vehicle on a sidewalk or other area where it is unlawful to operate a motor vehicle.
- (2) It is unlawful to operate a wheeled all-terrain vehicle in a City park or upon any city bike paths, trails, etc. except for city maintenance staff, other than in areas designated for motor vehicle operation.
- (3) It is unlawful to operate a wheeled all-terrain vehicle on any bicycle trail or walking path or in any bicycle lane.

(Ord. 5816 Sec. 1, 2019)

11.92.090: Violation – Penalty:

A person who violates a provision of this chapter is guilty of a traffic infraction and will be punished by the imposition of a monetary penalty not to exceed \$250.00, exclusive of statutory assessments; provided, that conduct that constitutes a criminal offense may be charged as such and is subject to the maximum penalties allowed for such offenses.

(Ord. 5816 Sec. 1, 2019)

11.92.100: Severability:

If any section, subsection, sentence, clause, paragraph, phrase, or word of this chapter should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, paragraph, phrase or word of this chapter.

(Ord. 5816 Sec. 1, 2019)

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

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 20th day of August, 2019, and signed in authentication of its passage this 20th day of August, 2019.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5816 filed and recorded
in the office of the City Clerk of the City of
Kennewick, Washington this 21st day of
August, 2019.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION _____

Council Agenda Coversheet 	Agenda Item Number	5.b.	Council Date	08/20/2019	Consent Agenda	☐
	Agenda Item Type	Ordinance			Ordinance/Reso	☒
	Subject	Change of Zone from RL to RM			Public Mtg / Hrg	☐
	Ordinance/Reso #	5817	Contract #		Other	☐
	Project #	COZ 19-01	Permit #	PLN-2019-01291	Quasi-Judicial	☒
	Department	Planning				

Recommendation

The Planning Commission recommends that City Council concur with the findings and conclusions contained in the staff report COZ 19-01 by adopting Ordinance 5817.

Motion for Consideration

I move to adopt Ordinance 5817.

Summary

Jeffrey Hoyer has applied to change the zoning of a .68 acre lot from Residential, Low Density (RL) to Residential, Medium Density (RM). The RM zone is an implementing zoning district of the Medium Density Residential Comprehensive Plan Land Use Designation and the request is consistent with the comprehensive plan. The requested rezone is a follow-up land use action to the comprehensive plan amendment that Council approved for the site in October 2018.

The subject parcel is located at 4311 W Hood Avenue with a single-family residence on-site. The adjacent properties are zoned RM and Residential, High Density (RH).

The Planning Commission held a public hearing to review the proposal on July 15, 2019. At the hearing, staff presented an overview of the staff report. Neither the applicant or the general public provided testimony on the proposal. The Planning Commission voted 7 to 0 to recommend approval of COZ 19-01 to City Council.

Alternatives

None Recommended

Fiscal Impact

None

Through	Steve Donovan Aug 08, 15:30:02 GMT-0700 2019	Attachments: 
Dept Head Approval	Gregory McCormick Aug 08, 15:50:32 GMT-0700 2019	
City Mgr Approval	Marie Mosley Aug 15, 20:41:59 GMT-0700 2019	
		☐ Recording Required?

CITY OF KENNEWICK
ORDINANCE NO. 5817

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY WITHIN THE CITY OF KENNEWICK LOCATED AT 4311 WEST HOOD AVENUE FROM RESIDENTIAL, LOW DENSITY (RL) TO RESIDENTIAL, MEDIUM DENSITY (RM) (COZ 19-01, JEFFREY HOYE)

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

Section 1. Ordinance No. 3001, as amended, the zoning ordinance of the City of Kennewick and the accompanying zoning map of the City of Kennewick being part of said ordinance shall be and hereby is changed from Residential, Low Density (RL) to Residential, Medium Density (RM) for the real property described as follows:

The East 100 feet of the North 360 feet of the Northwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 34, Township 9 North, Range 29 East, W.M., Records of Benton County, Washington, Except the North 20 Feet for road. And Except portion deeded to City of Kennewick by Deed recorded July 28, 1993, under Recording No. 93-21828.

Section 2. The City Council finds the amendments described in Section 1 above are in conformance with the Comprehensive Plan of the City.

Section 3. Severability Clause. If any provision of this amendatory ordinance or its application to any persons or circumstances is held invalid, the remainder of the act or the application of the provision to other persons or circumstances is not affected.

Section 4. The Responsible Official for the State Environmental Policy Act has determined that the proposal will not have a probable significant adverse impact on the quality of the environment.

Section 5. This ordinance shall be in full force and effect five (5) days from and after its approval, passage and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 20th day of August, 2019, and signed in authentication of its passage this 20th day of August, 2019.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5817 filed and recorded
in the office of the City Clerk of the City of
Kennewick, Washington this 21st day of

August, 2019.

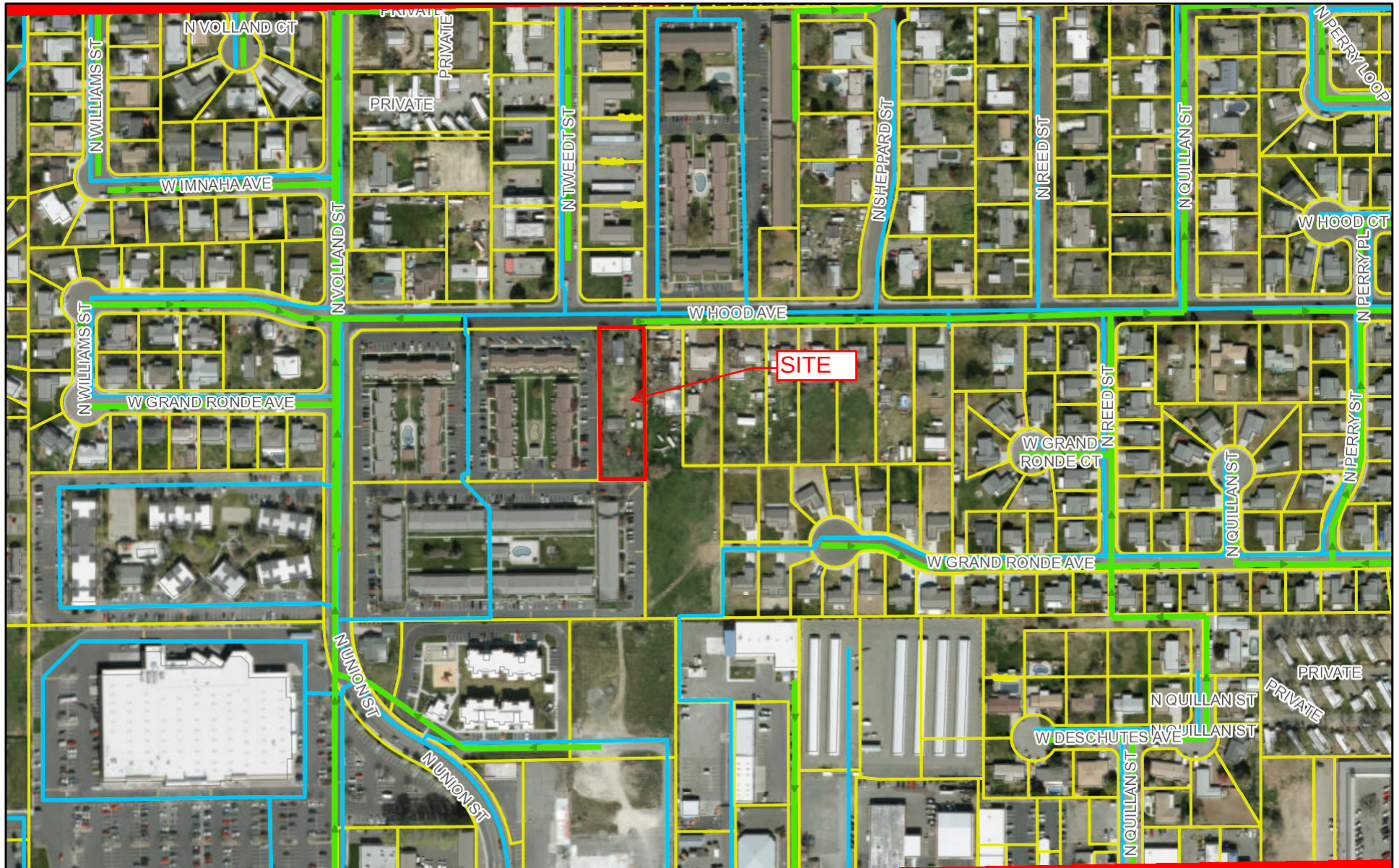
Approved as to form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION_____

Vicinity Map



August 6, 2018

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

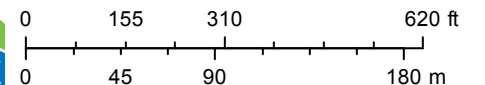
- | | | | | | |
|--|---------------|--|--------------------|--|----------|
| | SewerMainline | | SurveyAddressPoint | | Building |
| | WaterMainline | | Apartment | | Condo |
| | | | Mobile Home | | |

Parcel
SurveyAddressPointSupp



1 inch = 300 feet

1:3,600



Sources: Esri, HERE, Garmin, Intermap, increment P Corp.,

ArcGIS WebApp Builder
City of Kennewick

City Council

CHANGE of ZONE COZ 19-01

August 20, 2019



Application Summary

Applicant(s): Jeffrey Hoyer

Owner: Same As Above

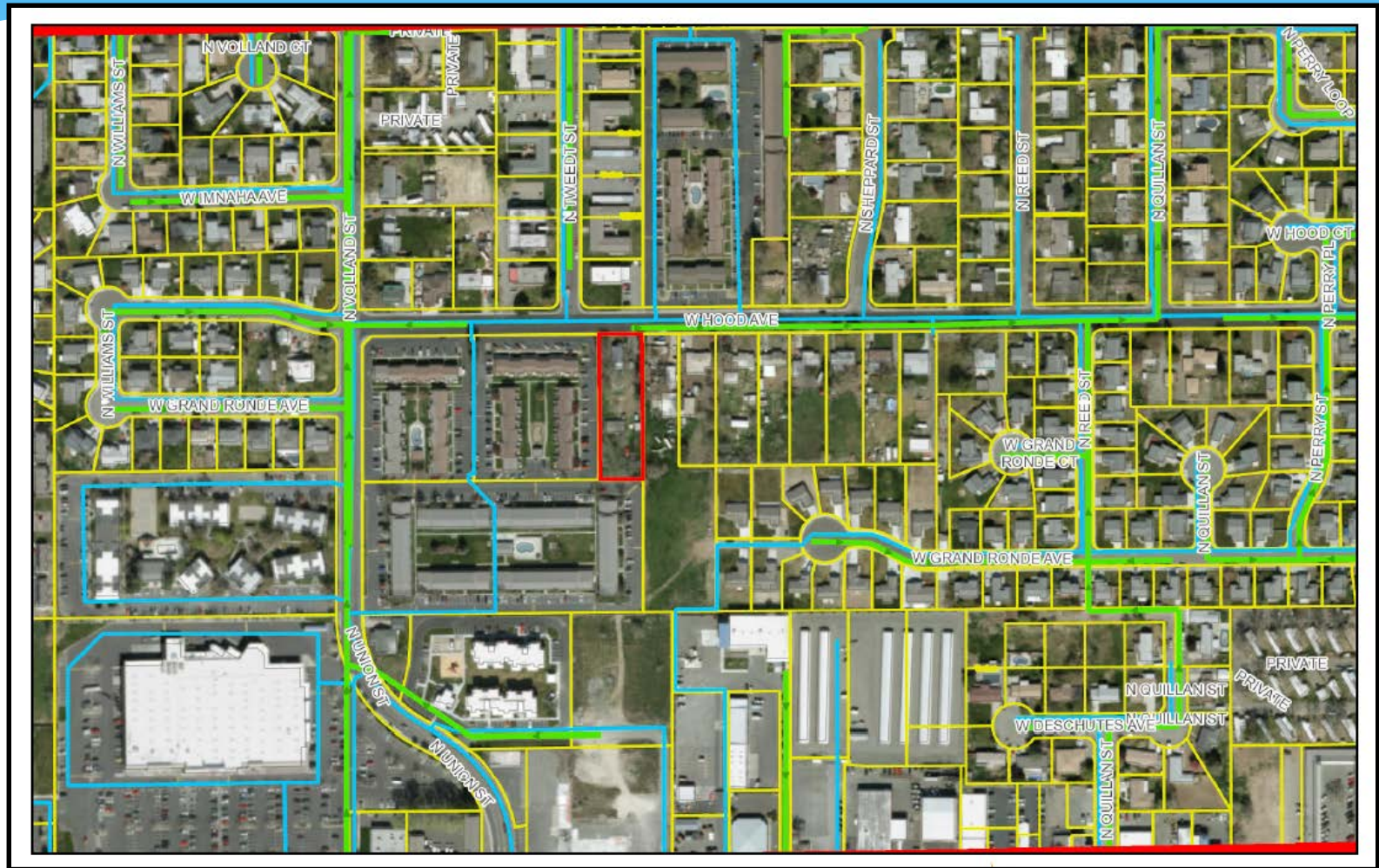
Proposal: Rezone a property from Residential, Low Density (RL) to Residential, Medium Density (RM).

Comprehensive Plan Designation: Medium Density Residential

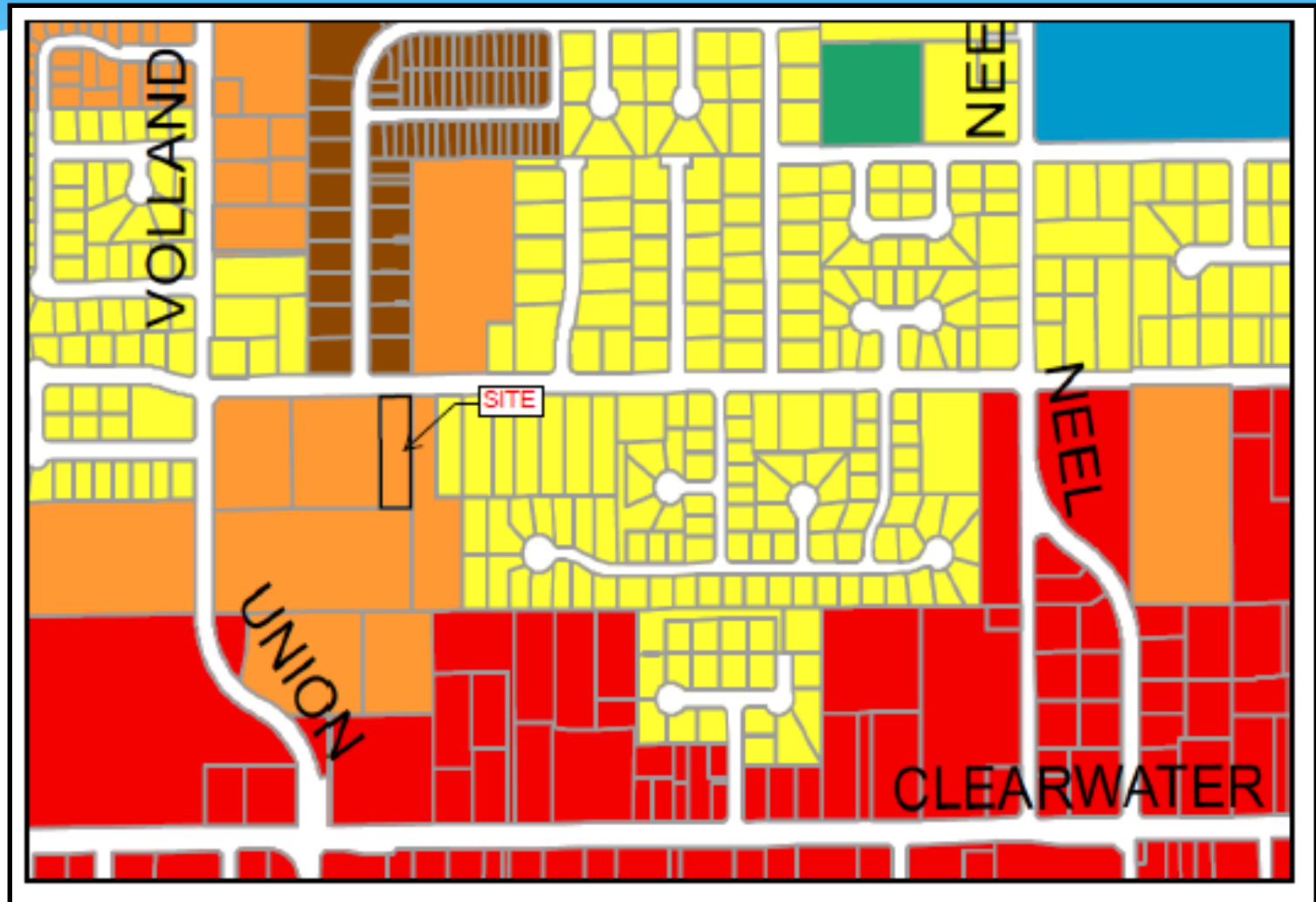
Location: 4311 W Hood Avenue

Property Size: .6887 acres

Vicinity Map



Comprehensive Plan Map



Zoning Map



Property History

- On October 16, 2018, the City Council approved Ordinance 5780 and amended the site's land use designation to Medium Density Residential.
- A single family residence is currently on-site.

Permitted Uses

The RL and RM zones both allow single-family residences. Multi-family is permitted in the RM zone but not in the RL zone.

Change of Zone Findings

KMC 18.51.070(2)

- (a) The proposed amendment conforms with the comprehensive plan.
- (b) Promotes the public necessity, convenience and general welfare.
- (c) The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands which are deemed unacceptable by the City.
- (d) The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan.
- (e) Single Family Residential zoned properties only; Property is adjacent and contiguous (which shall include corner touches and property located across a public right-of-way) to property of the same proposed zoning classification or higher zoning classification.

Hearing Summary

- The Planning Commission held a hearing on July 15, 2019 for the proposed Change of Zone.
- No public testimony for or against the proposal was provided at the hearing.

Recommendation

The Planning Commission recommends the City Council approve COZ 19-01 as proposed.

**KENNEWICK PLANNING COMMISSION
JULY 15, 2019
MEETING MINUTES**

CALL TO ORDER

Chairman Pacheco called the meeting to order at 6:30 p.m.

Commissioner Hempstead led the Pledge of Allegiance.

Recorder Melinda Didier called the roll and found the following:

Present: Commissioners Rob Rettig, James Hempstead, Clark Stolle, Thomas Helgeson, Anthony Moore, Vice Chairman Vic Morris, and Chairman Ed Pacheco.

Excused: None

Unexcused: None

Staff Present: Wes Romine, Development Services Manager; Steve Donovan, AICP Planner, Melinda Didier, Community Planning Administrative Assistant/Recorder

CONSENT AGENDA

- a. Approval of Agenda
- b. Approval of the June 17, 2019 Meeting Minutes
- c. Motion to enter Staff Reports into the Record

Commissioner Moore moved to accept the consent agenda. Commissioner Hempstead seconded the motion. The motion carried unanimously.

PUBLIC HEARINGS

3.a. Chairman Pacheco opened the public hearing at 6:32 p.m. for Change of Zone (COZ) No. 19-01 proposing to change the zoning district for .6887 acres located at 4311 W. Hood Street from Residential, Low Density (RL) to Residential, Medium Density (RM). Applicant and owner is Jeff Hoyer, 4311 W. Hood Avenue, Kennewick, WA 99336.

Mr. Donovan 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 Staff Report COZ 19-01, and recommend to City Council APPROVAL of the request.

Planning Commission questions included: Commissioner Morris asked why the mailing list was so small for this COZ, given the large number of apartments in the area; Mr. Donovan said it was small due to the 300' list including only property owners, not residents; Chairman Pacheco where in the code did the 300 foot radius mailing list come from; Mr. Donovan said he would look into the historical information behind the 300' variance mailing list.

Testimony of Applicant/Applicant's Representative:

None

Testimony in favor:

None

Testimony neutral or against:

None

Staff final comments:

None

Public Testimony for COZ 19-01 closed at 6:39 p.m.

Chairman Pacheco asked for a motion.

Commissioner Hempstead moved to concur with the findings and conclusions in staff report COZ 19-01 and forward a recommendation to City Council APPROVAL of the request; Commissioner Helgeson seconded the motion.

Planning Commission discussion included: None

The motion passed unanimously on a roll call vote.

3.b. Chairman Pacheco opened the public hearing at 6:41p.m. for Change of Zone (COZ) No. 19-02 proposing to change the zoning district for .797 acres located at 1620 E. 7th Avenue from Industrial, Light (IL) to Industrial, Heavy (IH). Applicant and owner is Port of Kennewick, 350 Clover Island Drive #200, Kennewick, WA 99336.

Mr. Romine 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 Staff Report COZ 19-02, and recommend to City Council APPROVAL of the request.

Planning Commission questions included: None

Testimony of Applicant/Applicant's Representative:

Amber Hanchette,
Port of Kennewick
350 Clover Island Drive
Kennewick, WA 99336

Port owns the property and is in favor of selling to Western Restaurant Supply, which is a good business. With the zone change the zones on both parcels would be the same. The Port of Kennewick supports this zone change.

Wes Meares
Western Restaurant Supply
1620 E. 7th Avenue
Kennewick 99336

Joel Kruse
Western Restaurant Supply
1620 E. 7th Avenue
Kennewick 99336

Biggest thing is making more space for the truck and trailer business; building for people regionally, recently finished building an ice cream truck for Ben and Jerry's in Spokane; means we would be able to speed up production and make improvements on the property; we own the buildings, excited about owning the dirt; will be awesome.

Have several businesses, food truck remodels, have offices, showroom and shops; expanding all services and hired 4 employees, plan on next 3-5 years to build an 18,000 foot building, going from light to heavy will allow us to manufacture trailers, food trucks, etc.

Testimony in favor:

None

Testimony neutral or against:

None

Staff final comments: Both zone changes will go to the City Council for approval on August 20th.

Public Testimony for COZ 19-02 closed at 6:51 p.m.

Chairman Pacheco asked for a motion.

Commissioner Stolle moved to concur with the findings and conclusions in staff report COZ 19-02 and forward a recommendation to City Council APPROVAL of the request; Vice Chairman Morris seconded the motion.

Planning Commission discussion included: None

The motion passed unanimously on a roll call vote.

VISITORS NOT ON AGENDA:

None

OLD BUSINESS:

- a. City Council Action Updates – None

NEW BUSINESS:

- a. Planning Commission Rules of Procedure – Mr. Romine suggested tabling this item to the next Planning Commission meeting when Mr. McCormick will be present.

REPORTS, COMMENTS, OR DISCUSSION OF COMMISSIONERS AND STAFF:

None

ADJOURNMENT:

The meeting was adjourned at 6:53 p.m.

Planning Commission Action Summary
COZ 19-01 – Jeffrey Hoyer

The Kennewick Planning Commission conducted a public hearing on July 15, 2019 at Kennewick City Hall. All interested parties were invited to come before the Commission and be heard. After reviewing the staff report, all oral, written facts and opinions, the Commission passed a motion on the proposed change of zone, concurring with the findings and conclusions in the staff report COZ 19-01 and recommend to City Council approval of the proposed change contained in the staff report.

Findings of Fact

1. The applicant and owner is Jeffery Hoyer, 4311 W Hood Avenue, Kennewick, WA 99336.
2. The proposed change of zone is for the parcel, located at 4311 W Hood Avenue.
3. The request is to change the zoning from Residential, Low Density to Residential, Medium Density.
4. The City's Comprehensive Plan Land Use Designation for the subject property is Medium Density Residential.
5. The Residential, Medium Density zoning district is an implementing zone of the Medium Density Residential Comprehensive Plan Land Use Map designation.
6. The application was submitted on November 21, 2018 and declared complete for processing on November 27, 2018.
7. The application was routed for review to City Departments and outside agencies for comment on May 16, 2019.
8. Access to the site is currently provided directly from W Hood Avenue.
9. The site is not designated as a Critical Area.
10. An Environmental Determination of Non-Significance was issued on May 16, 2019 – Adoption of Existing DNS for CPA 18-10/PLN-2018-0120.
11. The Property Posting sign for the public hearing was posted on site June 26, 2019.
12. Notice of the public hearing for this application was published in the Tri-City Herald on June 30, 2019. Notices were also mailed to property owners within 300 feet of the site on June 25, 2019.
13. The proposed amendment conforms with the comprehensive plan; and
14. The proposed amendment promotes the public necessity, convenience and general welfare; and
15. The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands, which are deemed unacceptable by the City; and
16. The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan; and
17. The property is adjacent and contiguous (which shall include corner touches and property located across a public right-of-way) to property of the same proposed zoning classification.

Conclusions of Law

1. Approval will implement the Comprehensive Plan Land Use Designation of Medium Density Residential.
2. Approval will not result in an increase of adverse environmental impacts.
3. Approval will implement Land Use Goals 3 and 4 of the City of Kennewick Comprehensive Plan.
4. Approval will result in the promotion of public necessity, convenience and/or general welfare.
5. The proposed Change of Zone is in compliance with KMC 18.51.070(2).

The motion to recommend approval to City Council passed with a vote of 7 to 0.



COMMUNITY PLANNING DEPARTMENT

STAFF REPORT AND RECOMMENDATION TO THE PLANNING COMMISSION

FILE No: COZ 19-01/PLN-2019-01291

Staff Report Date: June 26, 2019

Hearing Date & Location: July 15, 2019, Kennewick City Hall

Report Prepared By: Steve Donovan
Planner

Report Reviewed By: Wes Romine, AIA
Development Services Manager

Summary Recommendation: The City of Kennewick Planning Staff RECOMMENDS that Change of Zone 19-01 be APPROVED.

Summary of Proposal: A Change of Zone from Residential, Low Density (RL) to Residential, Medium Density (RM) for .6887 acres.

Proposal Location: 4311 W Hood Avenue

Legal Description: THE EAST 100 FEET OF THE NORTH 360 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 9 NORTH, RANGE 29 EAST W.M., RECORDS OF BENTON COUNTY, WASHINGTON, EXCEPT THE NORTH 20 FEET FOR ROAD, AND EXCEPT PORTION DEEDED TO CITY OF KENNEWICK BY DEED RECORDED JULY 28, 1993 UNDER RECORDING NO.93-21828.

Property Owner: Jeffrey Hoyer
4311 W Hood Avenue
Kennewick, WA 99336

Applicant: Same As Above

Regulatory Controls:

1. Comprehensive Plan – Land Use
2. KMC Title 4 – Administrative Procedures
3. KMC Title 18 – Zoning
4. Washington State Environmental Policy Act

COZ Key Application Processing Dates:

Pre-Application/Feasibility Meeting	N/A
Application Submittal	May 14, 2019
Determination of Completeness Issued	May 14, 2019
Notice of Application Mailed	May 16, 2019
SEPA Threshold Determination Issued	May 16, 2019 – Adoption of Existing DNS for CPA 18-10/PLN-2018-0120
Property Posting Sign for SEPA Determination	N/A
SEPA Appeal Period Ended	May 31, 2019
Date of Mailed Notice of Public Hearing	June 25, 2019
Property Posting Sign for Public Hearing	June 26, 2019
Date of Published Notice of Public Hearing	June 30, 2019

Exhibits:

1. Staff Report
2. Application/Supplemental Information
3. Vicinity Map
4. Comprehensive Plan Map
5. Zoning Map
6. Notice of Mailing
7. SEPA DNS Adoption

Staff Analysis of Proposal & Discussion:

As part of the 2018 Comprehensive Plan Amendment, Jeffrey Hoyer requested that the land use designation of the .6887 acre site be changed from Low Density Residential to Medium Density Residential. On October 16, 2018 the City Council approved Ordinance 5780 and amended the site's land use designation as requested by the applicant.

The proposed Change of Zone (COZ 19-01), is a request to change the zone of .6887 acres located at 4311 W Hood Avenue, from Residential, Low Density (RL) to Residential, Medium Density (RM). Pursuant to Table 1 of the Comprehensive Plan, the RM zoning district is an implementing zoning district of the Medium Density Residential land use designation. RCW 36.70A, Growth Management Act, requires that a City's development regulations implement its comprehensive plan.

Per KMC 18.03.040(3), the purpose of RM zoning district is as follows:

RM - The purpose of RM district is to establish areas for medium density single and multi-family residential buildings and to establish regulations for their development. The district is for more intensive residential use where necessary or desirable to achieve good neighborhood design and stabilize land use.

The site is adjacent to the following zoning districts:

North: Residential, High Density (RH)
 East: RM
 South: RM
 West: RM

Applicable Goals and Policies of the Comprehensive Plan:

- Goal 3: Promote a variety of residential densities with a minimum density target of 3 units per acre as averaged throughout the urban area.
- Policy 1: Establish and implement maximum densities in the City's residential zoning categories.

- Policy 3: Residential Medium Density – Place areas that can support high-quality, compact, urban development with access to urban services, transit, and infrastructure, whether through new development or through infill.
- Goal 4: Provide more housing opportunities near commercial, transit and employment.
- Policy 1: Locate highest density residential areas close to shops and services and transportation hubs.

Staff Response: The proposed change to RM will allow the property to be developed at a higher density. Adjacent properties have similar housing developments to what will be allowed at the site if zoned RM.

Kennewick Municipal Code Findings:

The following findings are required to be met in order to approve a change of zone:

KMC 18.51.070(2): Findings:

Findings Required. In order to amend the zoning map, the City Council must find that:

1. *The proposed amendment conforms with the comprehensive plan; and*
Staff Response: The proposed Change of Zone conforms to the comprehensive plan because the Residential, Medium Density zoning district is an implementing zoning district of the Medium Density Residential land use designation.
2. *Promotes the public necessity, convenience and general welfare; and*
Staff Response: The proposed Change of Zone promotes public necessity, convenience and welfare by establishing a zoning district that is compatible with surrounding properties.
3. *The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands, which are deemed unacceptable by the City; and*
Staff Response: Staff is unaware of possible burdens on public facilities. The site has access to water lines, sewer lines and public rights-of-way.
4. *The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan; and*
Staff Response: The proposed amendment will establish a zoning district that is in compliance with Comprehensive Plan because the RM zone is an implementing zone of the Medium Density Residential land use designation.
5. *Single Family Residential zoned properties only; Property is adjacent and contiguous (which shall include corner touches and property located across a public right-of-way) to property of the same proposed zoning classification or higher zoning classification.*
Staff Response: The property is adjacent and contiguous with properties that have the same proposed zoning classification.

Findings:

1. The applicant and owner is Jeffery Hoyer, 4311 W Hood Avenue, Kennewick, WA 99336.
2. The proposed change of zone is for the parcel, located at 4311 W Hood Avenue.
3. The request is to change the zoning from Residential, Low Density to Residential, Medium Density.

4. The City's Comprehensive Plan Land Use Designation for the subject property is Medium Density Residential.
5. The Residential, Medium Density zoning district is an implementing zone of the Medium Density Residential Comprehensive Plan Land Use Map designation.
6. The application was submitted on November 21, 2018 and declared complete for processing on November 27, 2018.
7. The application was routed for review to City Departments and outside agencies for comment on May 16, 2019.
8. Access to the site is currently provided directly from W Hood Avenue.
9. The site is not designated as a Critical Area.
10. An Environmental Determination of Non-Significance was issued on May 16, 2019 – Adoption of Existing DNS for CPA 18-10/PLN-2018-0120.
11. The Property Posting sign for the public hearing was posted on site June 26, 2019.
12. Notice of the public hearing for this application was published in the Tri-City Herald on June 30, 2019. Notices were also mailed to property owners within 300 feet of the site on June 25, 2019.
13. The proposed amendment conforms with the comprehensive plan; and
14. The proposed amendment promotes the public necessity, convenience and general welfare; and
15. The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands, which are deemed unacceptable by the City; and
16. The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan; and
17. The property is adjacent and contiguous (which shall include corner touches and property located across a public right-of-way) to property of the same proposed zoning classification.

Conclusions:

1. Approval will implement the Comprehensive Plan Land Use Designation of Medium Density Residential.
2. Approval will not result in an increase of adverse environmental impacts.
3. Approval will implement Land Use Goals 3 and 4 of the City of Kennewick Comprehensive Plan.
4. Approval will result in the promotion of public necessity, convenience and/or general welfare.
5. The proposed Change of Zone is in compliance with KMC 18.51.070(2).

Recommendation:

Staff has reviewed the application and recommends that the Planning Commission concur with the findings and conclusions contained in staff report COZ 19-01 and recommend approval to City Council.

Motion:

I move that the Planning Commission concur with the findings and conclusions in staff report COZ 19-01 and recommend approval of the request to City Council.

APPLICATION (general form)

Change-of-Zone Supplemental Information

The following questions will be reviewed by both the Planning Commission and City Council as a means of assisting in their consideration of change-of-zone requests. Use additional pages if necessary.

1. Does the public necessity, convenience, and general welfare require the adoption of the proposed amendment? Please explain:

Yes, there is currently a shortage of housing available in Kennewick and this would make more housing available.

2. Are there sites presently available on the market which are correctly zoned for the proposed use? Are these sites within a 1/2 mile of the proposed site? Within 1 mile of the proposed site? If yes, please indicate the general location of the site(s) and the reasons why these sites are not proposed to be utilized:

No

3. Is the proposed amendment consistent with the existing land use pattern in the area? Please explain

Yes, the neighboring properties are currently zoned Medium density residential.

4. Are the existing uses, in the area, in conformance with the area's zoning classification? If no, please explain the differences:

Yes

5. Will the proposed amendment create an isolated district, or introduce a more intense land use to the area? Please explain.

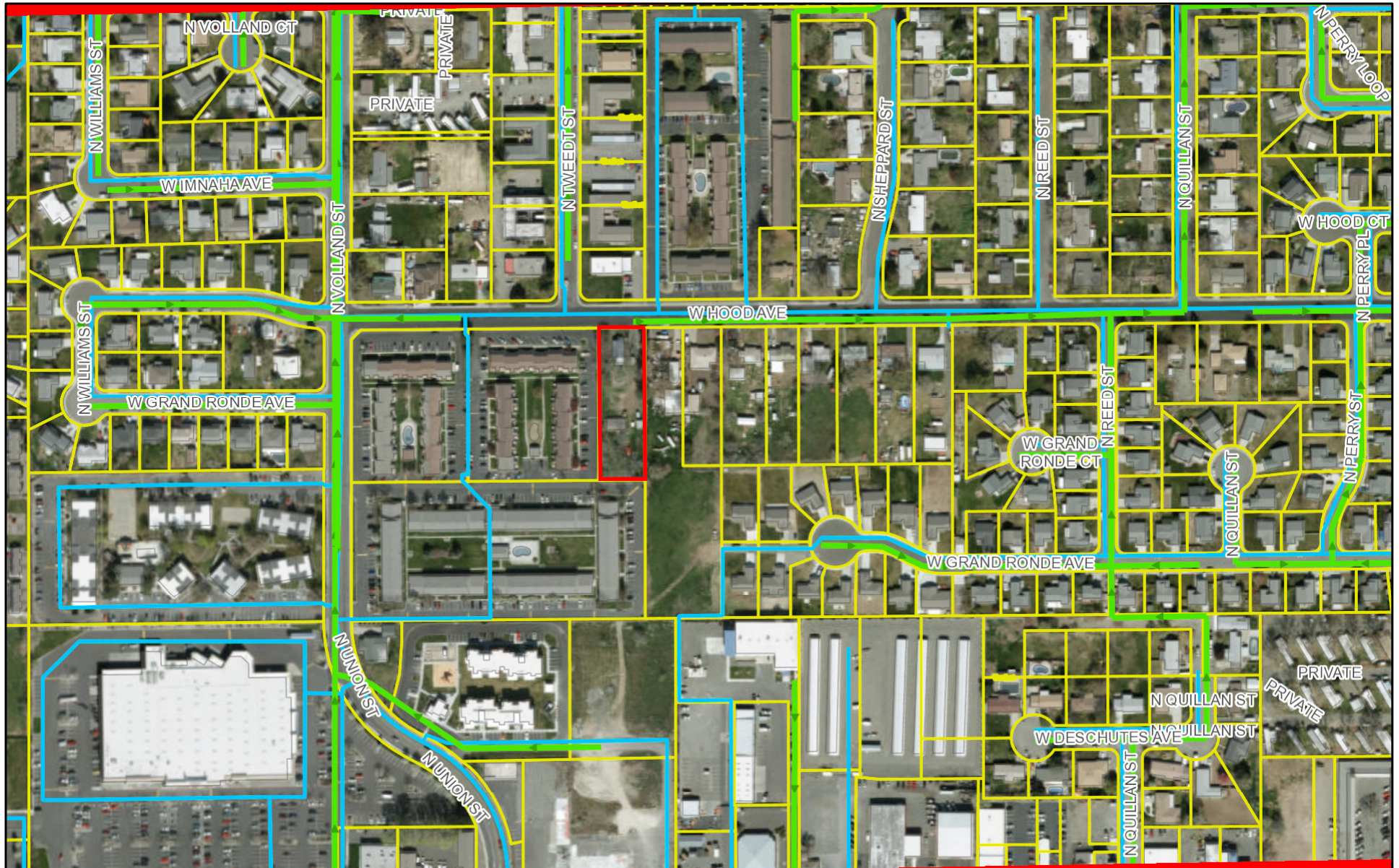
No; the area is already home to medium density properties and so this proposed amendment would make the property's zoning more consistent with the neighboring properties.

6. Does the existing zoning prohibit reasonable use of the property? Please explain.

Yes, the existing zoning does not conform to all the surrounding properties. Changing the zoning would allow the property to be utilized in the same manner as the surrounding properties.

7. Will any residential character, in the immediate area, be adversely affected by the proposed amendment? If yes or maybe, please explain:
- No
8. Will property values in the vicinity be changed by the proposed amendment? If yes or maybe, please explain:
- No
9. Will approval of the proposed amendment set a precedent for other similar proposals or uses? Will this deter the use, improvement or development of adjacent property in accordance with the existing Zoning Districts? Please explain:
- No; the bordering properties are currently zoned Medium Density. The change of zone would just make the property conform to the surrounding properties.
10. Will the proposed amendment encourage more private investments which will be beneficial to the redevelopment of a deteriorated area? Please explain:
- Yes; this re-zone will encourage construction from private investors making an otherwise useless lot bring housing and business opportunity to the area.
11. Will the proposed amendment combat any economic segregation and allow greater choice in the market? Please explain.
- Yes, this will allow for more affordable housing available for use in Kennewick.
12. Will the proposed amendment create conflict between potential land uses and transportation patterns? Or safety concerns? Please explain:
- No; the current neighboring properties are already zoned Medium density and so the area is already set up to support the proposed amendment.

Vicinity Map



August 6, 2018

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

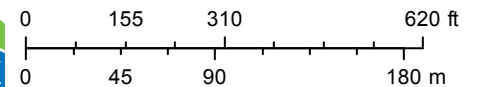
- | | | | | | |
|--|---------------|--|--------------------|--|-------------|
| | SewerMainline | | SurveyAddressPoint | | Building |
| | WaterMainline | | <all other values> | | Condo |
| | | | Apartment | | Mobile Home |

Parcel
SurveyAddressPointSupp



1 inch = 300 feet

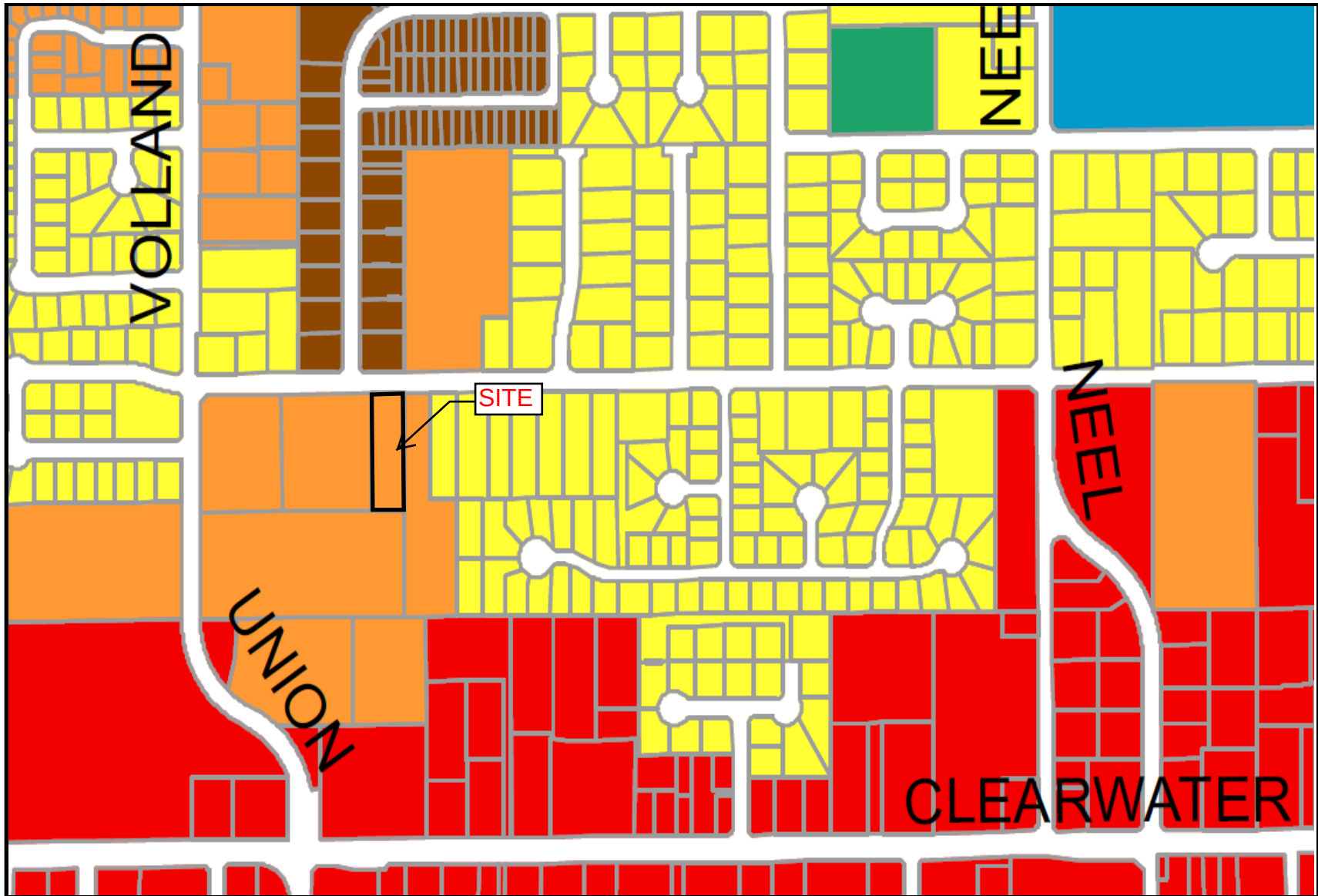
1:3,600



Sources: Esri, HERE, Garmin, Intermap, increment P Corp.,

ArcGIS WebApp Builder
City of Kennewick

Comprehensive Plan Map



Zoning Map



June 25, 2019

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

StreetName	Apartment	Mobile Home
SurveyAddressPoint	Building	Parcel
<all other values>	Condo	SurveyUrbanGrowthBoundary



1 inch = 100 feet
 0 0.0075 0.015 0.03 mi
 0 0.0125 0.025 0.05 km

Sources: Esri, HERE, Garmin, Intermap, increment P Corp.,

ArcGIS WebApp Builder
 City of Kennewick



NOTIFICATION OF MAILING

I, Melinda Didier, on 6/25, 2019
Mailed 11 copies of NDAH & map
for COZ 19-01
to owner/app/owners w/in 300'

as shown on the attached list.

Melinda Didier
Signature

COZ 19-01 / PLN-2019-01291
4311 W HOOD AVE
RL TO RM
JEFFREY HOYE

KENNEWICK PLANNING COMMISSION

NOTICE OF PUBLIC HEARING

July 15, 2019 6:30 p.m.

The Kennewick Planning Commission will hold a Public Hearing on Monday, July 15, 2019, at City Hall Council Chambers, 210 West 6th Avenue, at 6:30 p.m. or as soon as possible thereafter, to receive public comment on a proposed change of zoning. Staff will be presenting their analysis and the Planning Commission will make a recommendation to the City Council on the item.

Project# COZ 19-01 – Jeffery Hoye has proposed to change the zoning district for .6887 acres located at 4311 W Hood from Residential, Low Density (RL) to Residential, Medium Density (RM). The property has a comprehensive plan land use designation of Medium Density Residential. Review the vicinity map on back of this notice. For questions about this project, please call Steve Donovan (509) 585-4361.

Written comments may be addressed to Steve Donovan and submitted to steve.donovan@ci.kennewick.wa.us or mailed to PO Box 6108, Kennewick, WA 99336 no later than 4:30 p.m., July 12, 2019. All other comments should be submitted at the meeting.

The City of Kennewick welcomes full participation in public meeting by all citizens. No qualified individual with a disability shall be excluded or denied the benefit of participating in such meetings. If you wish to use auxiliary aids or require assistance to comment at this public meeting, please contact Steve Donovan at (509) 585-4361 or TDD (509) 585-4425 or through the Washington Relay Service Center TTY at #711 at least ten days prior to the date of the meeting to make arrangements for special needs.

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



1:3,600

SurveyAddressPointSupport

Mobile Home

Sources: Esri, HERE, Garmin, Intermap, increment P Corp.,

ArcGIS WebApp Builder
City of Kennewick

37
HOYE JEFFREY M & MADISON A
4311 W HOOD AVE
KENNEWICK, WA 99336

37
EL DORADO PROPERTIES, LLC
4421 W HOOD AVE
KENNEWICK, WA 99336

37
EL DORADO PROPERTIES, LLC
4321 W HOOD AVE
KENNEWICK, WA 99336

37
EPSTEIN WENDOVER LLC
440 N VOLLAND ST
KENNEWICK, WA 99336

37
BOATSMAN ARLYN B
4303 W HOOD AVE
KENNEWICK, WA 99336

37
BOATSMAN ARLYN B
4231 W HOOD AVE
KENNEWICK, WA 99336

37
NINEMIRE HENRY A & SANDRA R
4308 W HOOD AVE
KENNEWICK, WA 99336

37
SAGE CREEK APARTMENTS, LLC
4302 W HOOD AVE
KENNEWICK, WA 99336

37
ZAVALNYUK BOGDAN A
4225 W HOOD AVE
KENNEWICK, WA 99336

37
REDDING MICHAEL
4218 W HOOD AVE
KENNEWICK, WA 99336

37
PARKE JOHN MICHAEL & LYNNE E
4324 W HOOD AVE
KENNEWICK, WA 99336

COZ 19-01 / PLN-2019-01291
4311 W HOOD AVE
RL TO RM
JEFFREY HOYE



**Development Services
Community Planning
210 W 6TH Ave
Kennewick, WA 99336**

**STATE ENVIRONMENTAL POLICY ACT
DETERMINATION OF NONSIGNIFICANCE
ADOPTION of EXSITING DOCUMENT**

May 16, 2019

Lead Agency: City of Kennewick

Agency Contact: Steve Donovan
Steve.Donovan@ci.kennewick.wa.us
509-585-4361

File Number: COZ 19-01/PLN-2019-01291

Description of Proposal: The applicant has proposed to rezone .6887 acres from Residential, Low Density to Residential, Medium Density.

Location of Proposal: 4311 W Hood Avenue

Applicant/Proponent: Jeffrey Hoyer
4311 W Hood Avenue
Kennewick, WA 99336

Document being adopted: CPA 18-10/PLN-2018-0120 – DNS

Description of document being adopted: Determination of Nonsignificance for a land use amendment of .6887 acres from Low Density Residential to Medium Density Residential. The lead agency was the City of Kennewick and the determination was not appealed.

The adopted document is available at: Attached

We have identified and adopted this document as being appropriate for this proposal after independent review. The document[s] meet[s] our environmental review needs for the current proposal and will accompany the proposal to the decision maker[s].

The City of Kennewick has determined that this proposal will not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This determination is based on the following findings and conclusions:

Findings:

- The proposed amendment conforms with the comprehensive plan; and
- The proposed amendment promotes the public necessity, convenience and general welfare; and
- The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands, which are deemed unacceptable by the City; and
- The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan; and
- The property is adjacent and contiguous (which shall include corner touches and property located across a public right-of-way) to property of the same proposed zoning classification.

Conclusions:

- The Residential, Medium Density zoning district is an implementing zoning district of the Medium Density Residential Land Use Designation.
- Approval will not result in an increase of adverse environmental impacts.
- Approval will result in the promotion of public necessity, convenience and/or general welfare.
- The proposed Change of Zone is in compliance with KMC 18.51.070(2).

This DNS is issued under WAC 197-11-340(2) and the comment period will end on May 31, 2019.

Wes Romine for

Responsible Official: Gregory McCormick, AICP
Community Planning Director
210 W 6th Ave., P.O. Box 6108, Kennewick, WA 99336
(509) 585-4463

Signature _____



Date _____

May 16, 2019

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.

Council Agenda Coversheet 	Agenda Item Number	5.c.	Council Date	08/20/2019	Consent Agenda	☐
	Agenda Item Type	Ordinance			Ordinance/Reso	☒
	Subject	Change of Zone - IL to IH (1620 E. 7th Avenue)			Public Mtg / Hrg	☐
	Ordinance/Reso #	5818	Contract #		Other	☐
	Project #	COZ 19-02	Permit #	PLN-2019-01332	Quasi-Judicial	☒
	Department	Planning				

Recommendation

The Planning Commission recommends that City Council concur with the findings and conclusions contained in the staff report and approve COZ 19-02 by approving Ordinance 5818.

Motion for Consideration

I move to adopt Ordinance 5818.

Summary

The Port of Kennewick has applied for a change of zone for a parcel of land from Industrial Light (IL) to Industrial Heavy (IH) located near S. Oak Street and E. 7th Avenue at 1620 E. 7th Avenue. The site is currently occupied by the Western Restaurant Supply and Design business. The applicant has stated they have applied for the change of zone to match the IH zoned property to the west to allow a Boundary Line Adjustment to increase the size of the Western Restaurant Supply and Design parcel so they can expand their business.

The Comprehensive Plan Land Use Designation for the subject parcel ins Industrial. Both Industrial Heavy (IH) and Industrial Light (IL) are zoning designations that can be implemented in the Comprehensive Plan Industrial Land Use designation. A change of zone to Industrial Heavy (IH) would be consistent with the City's Comprehensive Plan.

The Planning Commission held a Public Hearing on July 15, 2019. There were no people who spoke that were neutral or against the change of zone. The Planning Commission voted unanimously to recommend City Council approve the change of zone.

Alternatives

None recommended.

Fiscal Impact

None

Through	Wes Romine Aug 09, 15:37:37 GMT-0700 2019
Dept Head Approval	Gregory McCormick Aug 12, 08:21:13 GMT-0700 2019
City Mgr Approval	Marie Mosley Aug 16, 08:34:45 GMT-0700 2019

Attachments:

Ordinance
Ordinance Map
PC minutes
PC action summary
Staff Report
Source Point

☐ Recording Required?

CITY OF KENNEWICK
ORDINANCE NO. 5818

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF
CERTAIN REAL PROPERTY WITHIN THE CITY OF KENNEWICK
LOCATED AT 1620 EAST 7TH AVENUE FROM INDUSTRIAL LIGHT (IL)
TO INDUSTRIAL HEAVY (IH) (COZ 19-02, PORT OF KENNEWICK)

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

Section 1. Ordinance No. 3001, as amended, the zoning ordinance of the City of Kennewick and the accompanying zoning map of the City of Kennewick being part of said ordinance shall be and hereby is changed from Industrial Light (IL) to Industrial Heavy (IH) for the real property described as follows:

Section 5, Township 8, Range 30, Quarter SW; Short Plat #3002, Lot 1, recorded 5/10/2007, under Auditor's file no. 2007-014679. Recorded in Volume 1 of Short Plats, at Page 3002, Records of Benton County, Washington.

Section 2. The City Council finds the amendments described in Section 1 above are in conformance with the Comprehensive Plan of the City.

Section 3. Severability Clause. If any provision of this amendatory ordinance or its application to any persons or circumstances is held invalid, the remainder of the act or the application of the provision to other persons or circumstances is not affected.

Section 4. The Responsible Official for the State Environmental Policy Act has determined that the proposal will not have a probable significant adverse impact on the quality of the environment.

Section 5. This ordinance shall be in full force and effect five (5) days from and after its approval, passage and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 20th day of August, 2019, and signed in authentication of its passage this 20th day of August, 2019.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5818 filed and recorded
in the office of the City Clerk of the City of
Kennewick, Washington this 21st day of
August, 2019.

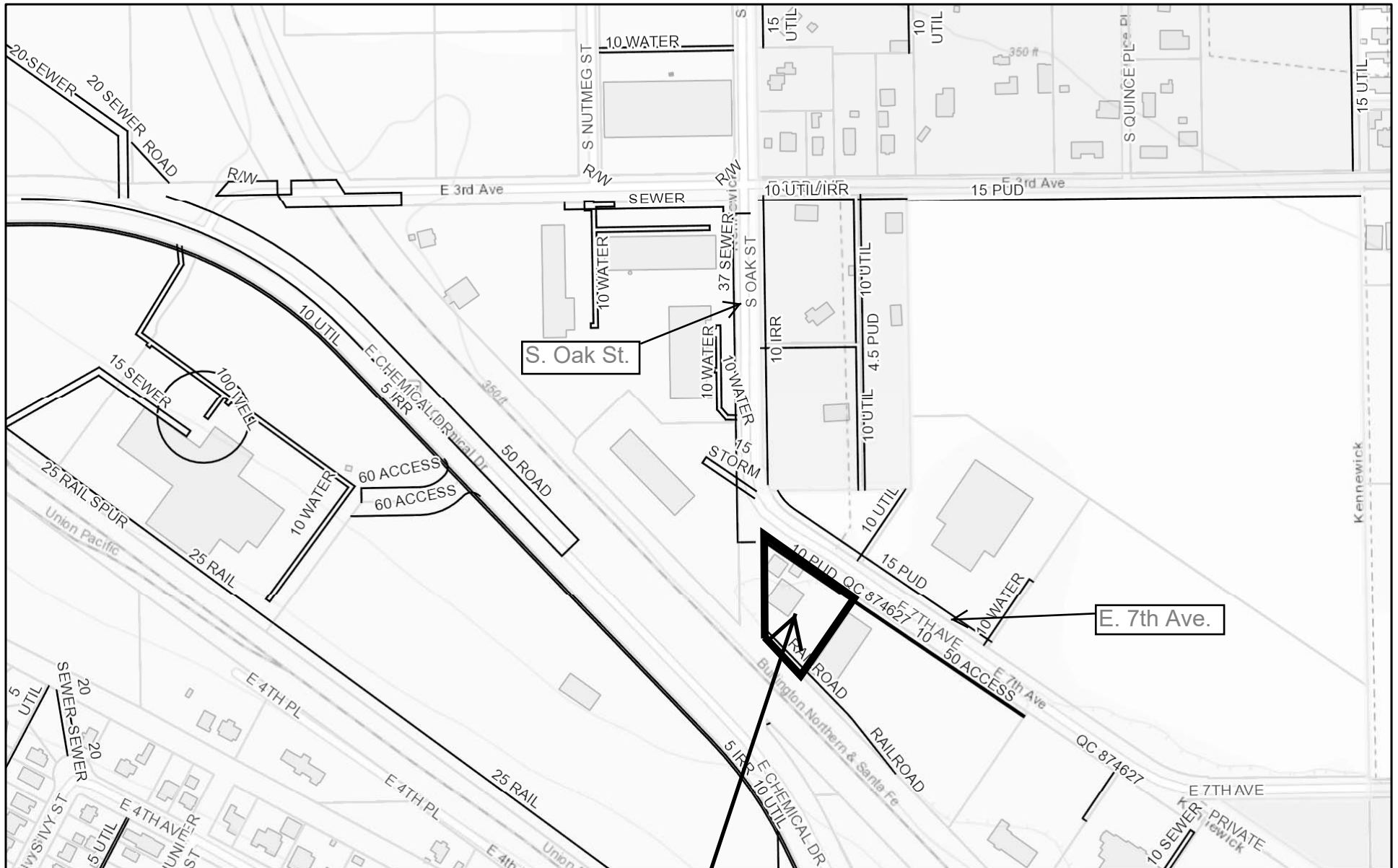
Approved as to form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION_____

Parcel Map



August 6, 2019

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

StreetName



Apartment



Mobile Home

SurveyAddressPoint

Building

Parcel

<all other values>

444

Condo

SurveyAddressPointSupp

COZ 19-02
From IL to IH



1 inch = 300 feet

1:3,600

0 0.0275 0.055 0.11 mi

Sources: Esri, HERE, Garmin, Intermap, increment P Corp.,

ArcGIS WebApp Builder
City of Kennewick

City Council

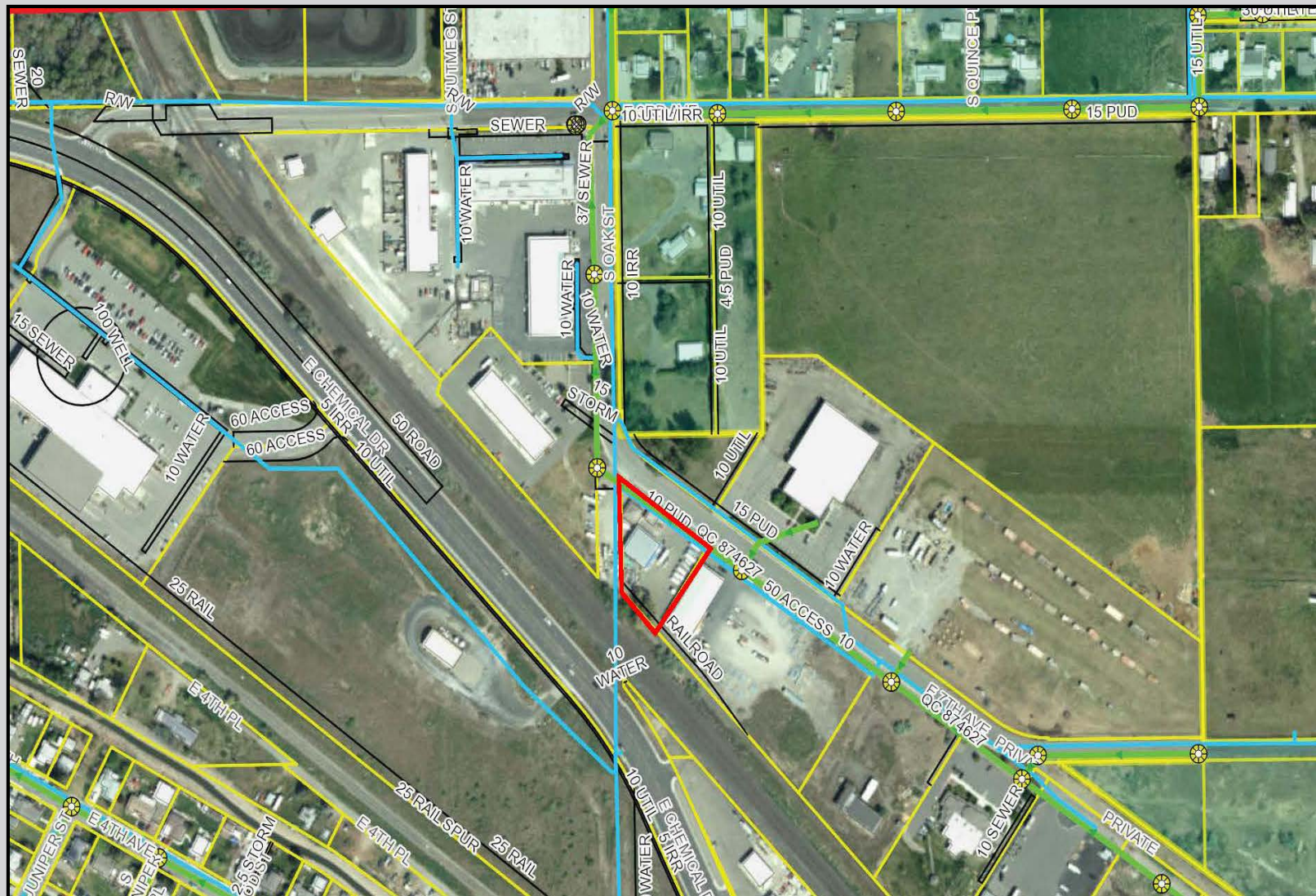
COZ 19-02
1620 E. 7th Avenue

August 20, 2019

Project Summary

- ▣ Applicant & Owner: Port of Kennewick
- ▣ Proposal: Change of Zone from IL and IH
- ▣ 1 parcel of land .7907 acres in size.
- ▣ Location: Near S. Oak St. and E. 7th Ave. at 1620 E. 7th Avenue.
- ▣ Comprehensive Plan Designation: Industrial
- ▣ The applicant has requested the zone change to allow a boundary line adjustment with property to the west.

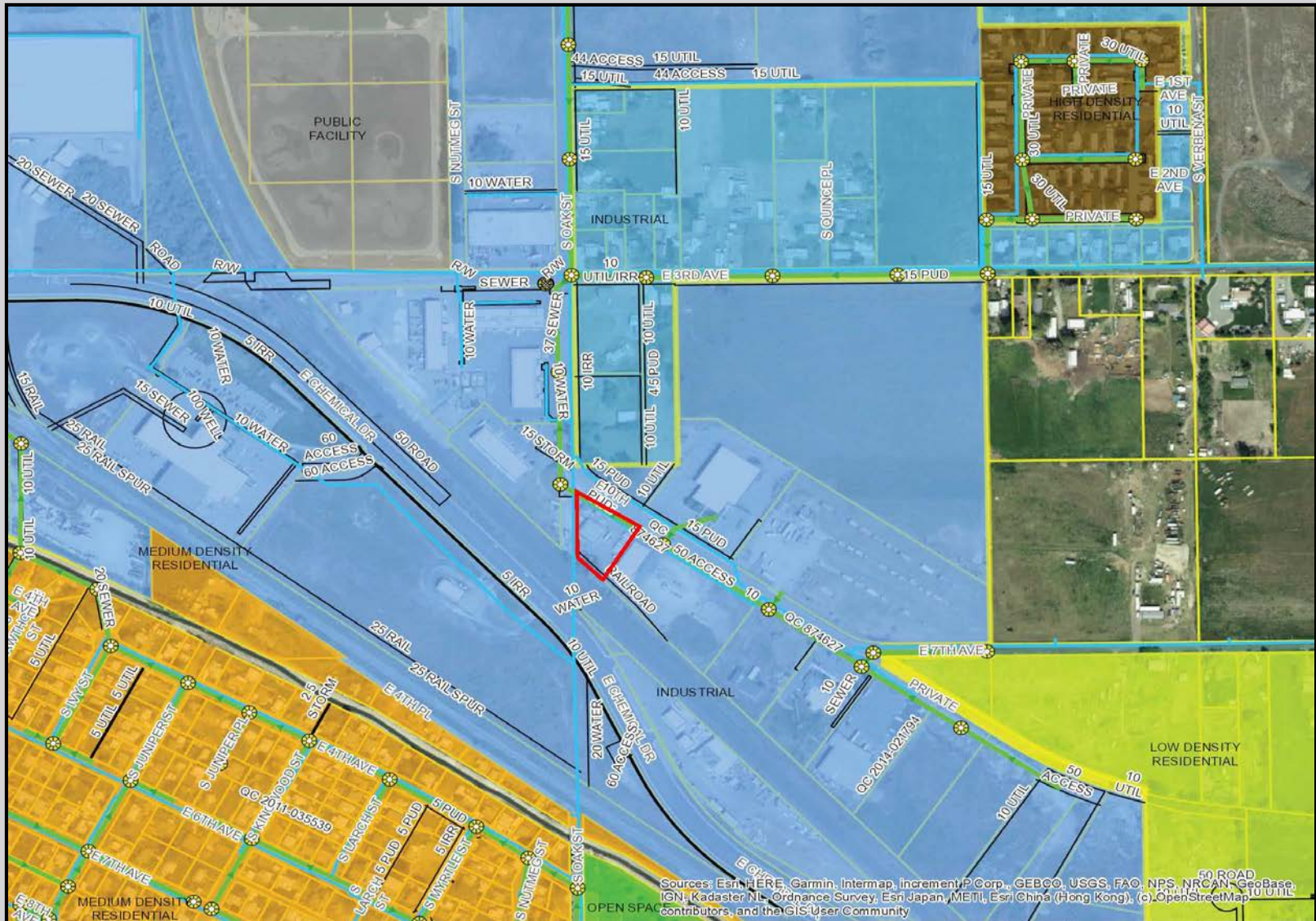
Vicinity Map



Zoning Map



Comp. Plan Land Use Map



Comprehensive Plan

- ▣ Comprehensive Plan Land Use designation for the property is Industrial.
- ▣ Changing the zone from IL to IH will be consistent with the City's Comprehensive Plan.
- ▣ Both IL and IH are zones can be implemented in the Industrial Land Use category.

Adjacent Properties

- ▣ Property to the west is zoned IH and to the south across railroad tracks is also zoned IH.
- ▣ Property to the east is zoned IL.
- ▣ Property to the north is in the County and occupied by a single family home.
- ▣ The subject parcel is occupied by the Western Restaurant Supply and Design business that would like to expand.

Comments Received

- ▣ No comments or questions were received about this change of zone.

Findings for Approval

- ▣ The proposed amendment conforms with the comprehensive plan; and
- ▣ Promotes the public necessity, convenience and general welfare; and
- ▣ The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands, which are deemed unacceptable by the City; and
- ▣ The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan; and
- ▣ Single Family Residential zoned properties only; Property is adjacent and contiguous (which shall include corner touches and property located across a public right-of-way) to property of the same proposed zoning classification or higher zoning classification.

Recommendation

That Planning Commission recommended that City Council approve COZ 19-02.

Planning Commission Action Summary
COZ No. 19-02 (1620 E. 7th Avenue)

The Kennewick Planning Commission conducted a public hearing on July 15, 2019 at Kennewick City Hall. 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, Commissioner Stolle moved that the Planning Commission concur with the findings and conclusions in the staff report COZ No. 19-02 and recommend to City Council approval of the request.

Findings of Fact

1. The applicant and property owner is the Port of Kennewick (350 Clover Island Drive, Suite 200, Kennewick, WA 99336).
2. The proposed change of zone is for parcel number 1-0580-3010-3002-001 (1620 E. 7th Avenue).
3. The request is to change the zoning from Industrial Light (IL) to Industrial Heavy (IH).
4. The City's Comprehensive Plan Land Use Designation for the subject property is Industrial.
5. The Industrial High (IH) zoning district is an implementing zone of the Industrial Comprehensive Plan Land Use Map designation.
6. The application was submitted on May 16, 2019 and declared complete for processing.
7. The application was routed for review to City Departments and outside agencies for comment on May 21, 2019.
8. Access to the site is currently provided from E. 7th Avenue.
9. The City of Kennewick Critical Area maps show a floodplain on the subject site. Future development will be subject to floodplain requirements.
10. An Environmental Determination of Non-Significance (ED 19-18) was issued on June 10, 2019 for this application. The appeal period for the determination ended on June 24, 2019. No appeals were filed.
11. The Property Posting sign for the SEPA Determination was posted on June 10, 2019.
12. The Property Posting sign for the public hearing was posted on site June 25, 2019.
13. Notice of the public hearing for this application was published in the Tri-City Herald on June 30, 2019. Notices were also mailed to property owners within 300 feet of the site on June 25, 2019.
14. The proposed amendment conforms with the comprehensive plan; and
15. Promotes the public necessity, convenience and general welfare; and
16. The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands, which are deemed unacceptable by the City; and
17. The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan.

Conclusions of Law

1. Approval will change the zoning from Industrial Light (IL) to Industrial Heavy (IH).
2. Approval will implement Industrial Goals 1 & 2 of the City of Kennewick Comprehensive Plan.
3. Approval will result in the public necessity, convenience or general welfare.
4. Approval will not result in any adverse environmental impacts.

The motion for COZ No. 19-02 was seconded by Commissioner Morris. The motion passed unanimously with Commissioners Rettig, Hempstead, Moore, Helgeson, Stolle, Vice Chair Morris, and Chairman Pacheco in favor. No Commissioners were absent.

**KENNEWICK PLANNING COMMISSION
JULY 15, 2019
MEETING MINUTES**

CALL TO ORDER

Chairman Pacheco called the meeting to order at 6:30 p.m.

Commissioner Hempstead led the Pledge of Allegiance.

Recorder Melinda Didier called the roll and found the following:

Present: Commissioners Rob Rettig, James Hempstead, Clark Stolle, Thomas Helgeson, Anthony Moore, Vice Chairman Vic Morris, and Chairman Ed Pacheco.

Excused: None

Unexcused: None

Staff Present: Wes Romine, Development Services Manager; Steve Donovan, AICP Planner, Melinda Didier, Community Planning Administrative Assistant/Recorder

CONSENT AGENDA

- a. Approval of Agenda
- b. Approval of the June 17, 2019 Meeting Minutes
- c. Motion to enter Staff Reports into the Record

Commissioner Moore moved to accept the consent agenda. Commissioner Hempstead seconded the motion. The motion carried unanimously.

PUBLIC HEARINGS

3.a. Chairman Pacheco opened the public hearing at 6:32 p.m. for Change of Zone (COZ) No. 19-01 proposing to change the zoning district for .6887 acres located at 4311 W. Hood Street from Residential, Low Density (RL) to Residential, Medium Density (RM). Applicant and owner is Jeff Hoyer, 4311 W. Hood Avenue, Kennewick, WA 99336.

Mr. Donovan 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 Staff Report COZ 19-01, and recommend to City Council APPROVAL of the request.

Planning Commission questions included: Commissioner Morris asked why the mailing list was so small for this COZ, given the large number of apartments in the area; Mr. Donovan said it was small due to the 300' list including only property owners, not residents; Chairman Pacheco where in the code did the 300 foot radius mailing list come from; Mr. Donovan said he would look into the historical information behind the 300' variance mailing list.

Testimony of Applicant/Applicant's Representative:

None

Testimony in favor:

None

Testimony neutral or against:

None

Staff final comments:

None

Public Testimony for COZ 19-01 closed at 6:39 p.m.

Chairman Pacheco asked for a motion.

Commissioner Hempstead moved to concur with the findings and conclusions in staff report COZ 19-01 and forward a recommendation to City Council APPROVAL of the request; Commissioner Helgeson seconded the motion.

Planning Commission discussion included: None

The motion passed unanimously on a roll call vote.

3.b. Chairman Pacheco opened the public hearing at 6:41p.m. for Change of Zone (COZ) No. 19-02 proposing to change the zoning district for .797 acres located at 1620 E. 7th Avenue from Industrial, Light (IL) to Industrial, Heavy (IH). Applicant and owner is Port of Kennewick, 350 Clover Island Drive #200, Kennewick, WA 99336.

Mr. Romine 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 Staff Report COZ 19-02, and recommend to City Council APPROVAL of the request.

Planning Commission questions included: None

Testimony of Applicant/Applicant's Representative:

Amber Hanchette,
Port of Kennewick
350 Clover Island Drive
Kennewick, WA 99336

Port owns the property and is in favor of selling to Western Restaurant Supply, which is a good business. With the zone change the zones on both parcels would be the same. The Port of Kennewick supports this zone change.

Wes Meares
Western Restaurant Supply
1620 E. 7th Avenue
Kennewick 99336

Joel Kruse
Western Restaurant Supply
1620 E. 7th Avenue
Kennewick 99336

Biggest thing is making more space for the truck and trailer business; building for people regionally, recently finished building an ice cream truck for Ben and Jerry's in Spokane; means we would be able to speed up production and make improvements on the property; we own the buildings, excited about owning the dirt; will be awesome.

Have several businesses, food truck remodels, have offices, showroom and shops; expanding all services and hired 4 employees, plan on next 3-5 years to build an 18,000 foot building, going from light to heavy will allow us to manufacture trailers, food trucks, etc.

Testimony in favor:

None

Testimony neutral or against:

None

Staff final comments: Both zone changes will go to the City Council for approval on August 20th.

Public Testimony for COZ 19-02 closed at 6:51 p.m.

Chairman Pacheco asked for a motion.

Commissioner Stolle moved to concur with the findings and conclusions in staff report COZ 19-02 and forward a recommendation to City Council APPROVAL of the request; Vice Chairman Morris seconded the motion.

Planning Commission discussion included: None

The motion passed unanimously on a roll call vote.

VISITORS NOT ON AGENDA:

None

OLD BUSINESS:

- a. City Council Action Updates – None

NEW BUSINESS:

- a. Planning Commission Rules of Procedure – Mr. Romine suggested tabling this item to the next Planning Commission meeting when Mr. McCormick will be present.

REPORTS, COMMENTS, OR DISCUSSION OF COMMISSIONERS AND STAFF:

None

ADJOURNMENT:

The meeting was adjourned at 6:53 p.m.



**ECONOMIC DEVELOPMENT AND
COMMUNITY PLANNING DEPARTMENT**

**STAFF REPORT AND RECOMMENDATION TO
THE PLANNING COMMISSION**

FILE No: COZ 19-02/PLN-2019-01331

Staff Report Date: July 8, 2019

Public Hearing Meeting Date and Location:

July 15, 2019, Kennewick City Hall

Report Prepared By: Wes Romine
Development Services Manager

Report Reviewed By: Gregory McCormick, AICP
Planning Director

Summary Recommendation: The City of Kennewick Planning Staff RECOMMENDS that Change of Zone 19-02 be APPROVED.

Summary of Proposal: A Change of Zone from Industrial Light (IL) to Industrial Heavy (IH) for a parcel of land .7907 acres in size.

Proposal Location: Near S. Oak Street and E. 7th Avenue at 1620 E. 7th Avenue.

Legal Description:

SECTION 5 TOWNSHIP 8 RANGE 30 QUARTER SW; SHORT PLAT #3002, LOT 1, RECORDED 5/10/2007, UNDER AUDITOR'S FILE NO. 2007-014679. RECORDED IN VOLUME 1 OF SHORT PLATS, AT PAGE 3002, RECORDS OF BENTON COUNTY, WASHINGTON.

Containing .7907 acres
Parcel No. 1-0580-301-3002-001

Property Owner: Port of Kennewick
101 Clover Island Drive
Kennewick, WA 99336

Applicant: Same as Property Owner

Engineer: NA

Approval Criteria:

1. Comprehensive Plan – Land Use
2. KMC Title 4 – Administrative Procedures
3. KMC Title 18 – Zoning
4. Washington State Environmental Policy Act

COZ Key Application Processing Dates:

Pre-Application/Feasibility Meeting	N/A
Application Submittal	May 16, 2019
Determination of Completeness Issued	May 16, 2019
Notice of Application Mailed	May 21, 2019
SEPA Threshold Determination Issued	June 10, 2019
Property Posting Sign for SEPA Determination	June 10, 2019
Date of Mailed Notice of Public Hearing	June 25, 2019
Property Posting Sign for Public Hearing	June 25, 2019
Date of Published Notice of Public Hearing	June 30, 2019
SEPA Appeal Period Ends	June 24, 2019
Planning Commission Public Hearing	July 15, 2019
City Council Decision Date	August 20, 2019

Exhibits:

- 1 Staff Report
- 2 Application/Supplemental Information
- 3 Notice of Application/Mailing List
- 4 Vicinity Map
- 5 Change of Zone Map
- 6 Comprehensive Plan Land Use Map
- 7 SEPA Determination

Staff Analysis of Proposal & Discussion:

The proposed Change of Zone (COZ 19-02) is a request to change the zone of one parcel of land, approximately .7907 acres in size, from Industrial Light (IL) to Industrial Heavy (IH). The subject parcel is located at 1620 E. 7th Avenue, near S. Oak Street and E. 7th Avenue.

Industrial Heavy (IH) zoning has similar development standards as Industrial Light (IL); however IH allows more intense industrial uses that include hazardous and flammable material usage. The site is currently occupied by the Western Restaurant Supply and Design business. The applicants SEPA checklist states the change of zone application is to match the current IH zoning to the west to make a boundary line adjustment possible to expand the Western Restaurant Supply and Design site. The City of Kennewick does not allow a boundary line adjustment that would create a parcel with two different zones and two different regulations that would apply to a parcel with two zones.

The Comprehensive Plan Land Use Designation for the subject property is Industrial. Both Industrial Heavy (IH) and Industrial Light (IL) are zoning designations that can be implemented in the Comprehensive Plan Industrial Land Use designation. A change of zone to IH would be consistent with the City's Comprehensive Plan.

Per KMC 18.03.040 (18 & 19), the purpose of IL and IH zoning districts are as follows:

IL – “The purpose of the IL district is to provide areas for less intensive manufacturing and industrial uses, warehousing, and distribution operations to serve the district”.

IH – “The purpose of the IH district is to provide areas for general industrial processing and manufacturing subject only to the protection of nearby uses and the required quality of the air and water”.

Staff Comment: The change of zone site is surrounded by IH zoned property to the west and will be compatible with other uses in the area.

By approving this change of zone all the findings can be made that are required to approve a change of zone that are listed in KMC 18.51.070 (2):

- (a) The proposed amendment conforms with the comprehensive plan; and
- (b) Promotes the public necessity, convenience and general welfare; and
- (c) The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands, which are deemed unacceptable by the City; and
- (d) The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan; and
- (e) Single Family Residential zoned properties only; Property is adjacent and contiguous (which shall include corner touches and property located across a public right-of-way) to property of the same proposed zoning classification or higher zoning classification.

The above required findings to approve a change of zone have been listed below under the staff recommended findings and it is staff’s opinion those findings can be made.

Surrounding Zoning:

North: Property in the County with a single-family home.

East: Industrial Light (IL).

South: Railroad tracks and beyond that is property zoned Industrial Heavy (IH).

West: Industrial Heavy (IH).

Applicable Goals and Policies of the Comprehensive Plan:

Industrial Goal 1: *Encourage the development of a diverse industrial base with family wage jobs.*

Staff Comment: A zone change to IH will not have a negative effect on the current Restaurant Supply & Design business at the site. It will allow the current business to expand when their property boundary is expanded.

Industrial Goal 2: *Limit adverse effects associated with industrial uses.*

Staff Comment: It is staff's opinion adverse effects on adjacent properties will not be increased.

Land Use Implementation by Zoning: Per the land use implementation by zoning table on page 15 of the City's Comprehensive Plan, both Industrial Light (IL) and Industrial Heavy (IH) zoning can be implemented in the Industrial Land Use category.

Findings:

1. The applicant and property owner is the Port of Kennewick (350 Clover Island Drive, Suite 200, Kennewick, WA 99336).
2. The proposed change of zone is for parcel number 1-0580-3010-3002-001 (1620 E. 7th Avenue).
3. The request is to change the zoning from Industrial Light (IL) to Industrial Heavy (IH).
4. The City's Comprehensive Plan Land Use Designation for the subject property is Industrial.
5. The Industrial High (IH) zoning district is an implementing zone of the Industrial Comprehensive Plan Land Use Map designation.
6. The application was submitted on May 16, 2019 and declared complete for processing.
7. The application was routed for review to City Departments and outside agencies for comment on May 21, 2019.
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9. The City of Kennewick Critical Area maps show a floodplain on the subject site. Future development will be subject to floodplain requirements.
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12. The Property Posting sign for the public hearing was posted on site June 25, 2019.
13. Notice of the public hearing for this application was published in the Tri-City Herald on June 30, 2019. Notices were also mailed to property owners within 300 feet of the site on June 25, 2019.
14. The proposed amendment conforms with the comprehensive plan; and
15. Promotes the public necessity, convenience and general welfare; and

EXHIBIT 1

16. The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands, which are deemed unacceptable by the City; and
17. The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan; and

Conclusions:

1. Approval will change the zoning for the subject parcel from Industrial Light (IL) to Industrial Heavy (IH).
2. Approval will implement Industrial Goals 1 & 2 of the City of Kennewick Comprehensive Plan.
3. Approval will result in the public necessity, convenience or general welfare.
4. Approval will not result in any adverse environmental impacts.

Recommendation:

Staff has reviewed the application and recommends that the Planning Commission concur with the findings and conclusions contained in staff report COZ 19-02 and recommend approval to City Council.

Motion:

I move that the Planning Commission concur with the findings and conclusions in staff report COZ 19-02 and recommend to City Council approval of the request.

Report Prepared By and Contact Person:

Wes Romine

Development Services Manager

wes.romine@ci.kennewick.wa.us

509-585-4558

Council Agenda Coversheet	Agenda Item Number	5.d.	Council Date	08/20/2019	Consent Agenda	☐
	Agenda Item Type	Ordinance			Ordinance/Reso	☒
	Subject	ExteNet Franchise			Public Mtg / Hrg	☐
	Ordinance/Reso #	5819	Contract #		Other	☐
	Project #		Permit #		Quasi-Judicial	☐
	Department	City Attorney				

Recommendation

Adopt Ordinance 5819 granting a ten-year franchise for small cell facilities to ExteNet Systems, Inc.

Motion for Consideration

I move to adopt Ordinance 5819.

Summary

Ordinance 5819 grants a citywide franchise to Extenet Systems, Inc. for a ten-year term. The Franchise grants Extenet 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 Extenet to install small cell facilities on existing utility poles first before applying to install a new pole. Extenet will be required to separately apply for small cell permits for the installation of its infrastructure. If Extenet 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 Extenet 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 Extenet 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 recommended.

Fiscal Impact

None.

Through	Bonnie Lanning Aug 12, 09:39:49 GMT-0700 2019	Attachments: Ordinance
Dept Head Approval	Lisa Beaton Aug 12, 13:12:56 GMT-0700 2019	
City Mgr Approval	Marie Mosley Aug 15, 21:43:55 GMT-0700 2019	

☐ Recording Required?

CITY OF KENNEWICK
ORDINANCE NO. 5819

AN ORDINANCE OF THE CITY OF KENNEWICK, WASHINGTON, GRANTING TO EXTENET SYSTEMS, INC. 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, ExteNet Systems, Inc. (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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This Franchise is entered into in Kennewick, Washington, this 20th day of August, 2019, by and between THE CITY OF KENNEWICK, WASHINGTON, a municipal corporation, hereinafter (“the City”) and EXTENET SYSTEMS, INC. (the “Franchisee”). The City and Franchisee are sometimes referred to hereinafter collectively as the “parties.”

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 40 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 2.1, 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: state highways; land dedicated for roads, streets, and highways not opened and not improved for motor vehicle use by the public; structures, including poles and conduits, located within the right-of-way; federally granted trust lands or forest board trust lands; lands owned or managed by the state parks and recreation commission; or federally granted railroad rights-of-way 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.

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 Design and Construction Standards 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”). As used herein, “Small Cell Facilities” or “Facilities” means a personal wireless services facility as defined in 47 CFR Section 1.6002. 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 2.2 This Franchise does not grant Franchisee the right to install and operate wires and facilities to provide wireline broadband transmission 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 cable internet services or Cable Services as those terms are defined in 47 U.S.C. § 522(6) by wireline transmission.

Section 2.3 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 2.4 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 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 the City's Design and Construction Standards and subject to the City's applicable Code requirements. 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, temporarily disconnect, relocate, remove, 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 in all such cases 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 sole 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.

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 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 following process shall apply:

- (a) The City shall 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 agrees to 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 shall provide Franchisee with its decision regarding the relocation of Franchisee's Facilities as soon as reasonably possible, but in no event less than one hundred twenty (120) 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 shall notify the Franchisee during the predesign meetings and the process mandated by the grant funding shall 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. Such timeline may be extended by a mutual agreement.
- (f) Franchisee shall complete relocation of its Facilities at no charge or expense to the City pursuant to the timeline provided by the City, or as otherwise modified by the City.
- (g) 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, which 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 out-of-pocket 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 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 out-of-pocket 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 attorneys' 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 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.

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. Franchisee shall not be required to underground any utilities where other utilities are permitted above-ground.

Section 6.2 Franchisee shall not be required to underground any portion of the Facility that must technically 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 such as 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 7.6 On an annual basis, upon thirty (30) days prior written notice, the City shall have the right to conduct an independent audit of Franchisee's records reasonably related to the administration or enforcement of this Franchise, in accordance with GAAP. If the audit shows that tax or fee payments have been underpaid by three percent (3%) or more, Franchisee shall pay the total cost of the audit.

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 At the discretion of the City Engineer and depending on the impact to the usage of the Rights-of-Way, Franchisee shall give reasonable advance notice of intended construction to entities or persons adjacent to the affected area. Such notice shall contain 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 within sixty (60) days 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 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 anyone doing work for Franchisee nor for reasonable wear and tear. 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 if Franchisee's Facilities 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, 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, adjacent public places, City property or street. Electrical or telecommunications utilities, 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 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 Chapter 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 Chapter 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 Chapter 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, state and federal laws governing wireless communication facility siting and shall be in addition to any permits required under Section 8.2. This Section does not affect the thirty (30) day issuance requirement described in RCW 35.99.030 required for use permits such as Right-of-Way use permits and traffic control permits.

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 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 which are over 60 feet in the Rights-of-Way the 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 at the discretion of each of the parties thereto.
- (c) 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 thirty (30) 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 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 Eligible Facilities Requests. The parties acknowledge that it is the intent of this Franchise to provide general authorization to use the Rights-of-Way for Small Cell Facilities. The designs as illustrated in a future Small Cell Permit, including the dimensions and number of antennas and equipment boxes and the pole height are intended and stipulated to be

concealment features when considering whether a proposed modification is a substantial change under Section 6409(a) of the Spectrum Act, 47 U.S.C. § 1455(a).

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 Franchise and shall be updated within thirty (30) days of a reasonable 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 19.1, 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 which 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 City 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. City shall provide written notice to Franchisee of any Unauthorized Facilities identified by City staff and Franchisee shall have sixty (60) days thereafter in which to either (i) establish that the site was authorized, or (ii) submit a complete application to the City for approval of the Unauthorized Facilities. Failure to do either of the foregoing within such 60-day period (or longer than sixty (60) days if necessary upon the City’s consent so long as Franchisee can demonstrate that it has submitted a complete small cell permit application to the City) will result in the imposition of an Unauthorized Facilities charge in the amount of One Thousand and 00/100 Dollars (\$1000.00) per Unauthorized Facility, per day starting on the sixty-first (61st) day, or the first day after the expiration of any extended period granted by the City, until such time as Franchisee has obtained approval for the Unauthorized Facilities or has otherwise removed such Facilities. If the City does not approve the application for such Unauthorized Facilities and Franchisee is unsuccessful in an appeal (if an appeal is requested), then 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. This Franchise remedy is in addition to any other remedy available to the City at law or equity.

Section 15.8 Graffiti Abatement. As soon as practical, but not later than fourteen (14) 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 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, whether such RF or EMF presence or exposure results from the Small Cell Facility alone or from the cumulative effect of the Small Cell Facility added to all other sources operated by Franchisee or on behalf of Franchisee on or near the specific pole or structure. Franchisee shall comply with the RF emissions certification requirements of Kennewick Municipal Code Section 4.14.020.
- (b) Nothing in this Franchise prohibits the City from requiring periodic testing of Franchisee's Facilities. 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 notification shall be made orally by calling (630)505-3810 and 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 testing 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 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, 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.

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, electroliners, 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, and agrees to indemnify, defend, and hold harmless the City, its officers, employees, agents, volunteers 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. Further, Franchisee shall indemnify, defend and hold harmless the City, its officers, employees, agents, volunteers and representatives from any and all claims, costs, judgments, awards or liability to any person arising from radio frequency emissions or radiation emitted from Franchisee's Facilities located in the Rights-of-Way, regardless of whether Franchisee's equipment complies with applicable federal statutes and/or FCC regulations related thereto. These indemnification obligations 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, 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, 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, volunteers, 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, volunteers, or elected or appointed officials, or contractors. In no event shall the City 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, volunteers, or elected or appointed officials, or contractors. Franchisee further agrees to indemnify, hold harmless and defend the City against any claims for damages, including, but not limited to, business interruption damages, lost profits and consequential damages, brought by or under 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, agents, employees or contractors, except to the extent any such damage or destruction is caused by or arises from the sole negligence, willful misconduct, or criminal actions on the part of the City, its officers, agents, employees, volunteers, or elected or appointed officials, 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 Public Ways, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of rights, privileges and authority granted to 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) Automobile Liability insurance with limits of no less than \$5,000,000 combined single limit per occurrence for bodily injury and property damage;
- (b) Commercial General Liability insurance, written on an occurrence basis with limits of no less than \$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; and broad form property damage; explosion, collapse and underground (XCU);
- (c) 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; and
- (d) Excess Umbrella liability policy with limits of no less than \$5,000,000 per occurrence and in the aggregate.

Section 17.2 Payment of deductible or self-insured retention shall be the sole responsibility of Franchisee. Franchisee may utilize primary and umbrella liability insurance policies to satisfy the insurance policy limits required in this Section 17. Franchisee's umbrella liability insurance policy shall provide "follow form" coverage over its primary liability insurance policies.

Section 17.3 The insurance policies, with the exception of Workers' Compensation and Employer's Liability obtained by Franchisee shall include the City, its officers, officials, employees, agents, and volunteers ("Additional Insureds"), as an additional insured with regard to activities performed by or on behalf of Franchisee. 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 insurance shall be primary insurance with respect to the Additional Insureds. Any

insurance maintained by the Additional Insureds shall be in excess of Franchisee's 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 calendar year during the Term and may make reasonable adjustments in the limits upon thirty (30) days' prior written notice to Franchisee. Franchisee shall then issue a certificate of insurance to the City showing compliance with these adjustments. Upon request by the City, Franchisee shall furnish certified copies of all required insurance policies, including endorsements, required in this Franchise and evidence of all contractors' coverage.

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 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-insured retention; 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 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 Design and Construction Standards shall satisfy the provisions of this Section 19.1. 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 by Section 19.1. Compliance with the Maintenance Bond requirement of the City's current Design and Construction Standards shall satisfy the provisions of this Section 19.2.

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, 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 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 19.1 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, Section 27.3, and Section 39.2 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 approved in writing by the City, which approval shall not be unreasonably withheld, conditioned or delayed. The above notwithstanding, 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 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 consent 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 that singularly or collectively result in a change of more than fifty percent (50%) of the: ultimate ownership or working control of Franchisee, ownership or working control of the Facilities, ownership or working control of affiliated entities having ownership or working control of Franchisee or of the Facilities, or of control of the capacity or bandwidth of Franchisee's Facilities, shall be considered an assignment or transfer requiring City approval. Transactions between affiliated entities are not exempt from City approval if there is a change in control as described in the preceding sentence. Franchisee shall promptly notify the City prior to any proposed change in, or transfer of, or acquisition by any other party of control of Franchisee. Every change, transfer, or acquisition of control of Franchisee shall cause a

review of the proposed transfer. The City shall approve or deny such request for an assignment or transfer requiring City's consent within one-hundred twenty (120) days of a completed application from Franchisee, unless a longer period of time is mutually agreed to by the parties or when a delay in the action taken by the City is due to the schedule of the City Council and action cannot reasonably be obtained within the one hundred twenty (120) day period. In the event that the City adopts a resolution denying its consent and such change, transfer, or acquisition of control has been affected, the City may revoke this Franchise, following the revocation procedure described in Section 21 above. The assignee or transferee must have the legal, technical, financial, and other requisite qualifications to own, hold, and operate Franchisee's Services. Franchisee shall reimburse the City for all direct and indirect costs and expenses reasonably incurred by the City in considering a request to transfer or assign this Franchise, in accordance with the provisions of Section 14.3 and Section 14.4, and shall pay the applicable application fee.

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 sixty (60) days before vacating all or any portion of any such area. The City may, after sixty (60) 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
Address: P. O. Box 6108
Kennewick, WA 99336

EXTENET SYSTEMS, INC., Franchisee

Attn: _____
EXTENET CFO
Address: 3030 Warrenville Road, Suite 340
Lisle, Illinois 60532

With a Copy to:

Lisa Beaton
Kennewick City Attorney
P. O. Box 6108
Kennewick, WA 99336

With a Copy to: General Counsel at same address

Lizzy Schneider
ExteNet Systems, In.

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 a City ordinance enacted pursuant to such federal or state statute or regulation upon providing 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 thirty (30) 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 and expenses, including such sum as the court may judge as reasonable for attorneys' fees, costs, expenses and attorneys' fees 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, nor shall Franchisee 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, its officers, officials, employees, agents and volunteers harmless from and against any and all claims, costs and liabilities including reasonable attorneys' 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 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.

Section 38. 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 39. Miscellaneous.

Section 39.1 City and Franchisee respectively represent that its signatory is duly authorized and has full right, power and authority to execute this Franchise.

Section 39.2 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 39.3 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 39.4 Where the context so requires, the singular shall include the plural and the plural includes the singular.

Section 39.5 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 39.6 This Franchise may be enforced at both law and equity.

Section 39.7 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 40. Ordinance Effective Date. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title ("Effective Date").

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5819 filed and recorded in
the office of the City Clerk of the City of Kenne-
wick, Washington this 21st day of August, 2019.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION _____

EFFECTIVE DATE _____

STATEMENT OF ACCEPTANCE

ExteNet, 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 _____, 2019, 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	08/20/2019	Consent Agenda	☐
	Agenda Item Type	Ordinance			Ordinance/Reso	☒
	Subject	Vacation of Public Right-of-Way			Public Mtg / Hrg	☒
	Ordinance/Reso #	5821	Contract #		Other	☐
	Project #		Permit #		Quasi-Judicial	☐
	Department	Public Works				

Recommendation

That City Council adopts Ordinance No. 5821, vacating a portion of public right-of-way abutting 7308 West Hildebrand Boulevard (aka Bob Olson Parkway).

Motion for Consideration

I move to adopt Ordinance No. 5821.

Summary

As a condition of the Memorandum of Agreement with Tri Cities Development Company, LLC that was previously approved by the Council on March 19, 2019, the City is proceeding with the exchange of property with TCDC for the location of future Fire Station #6 along future Colorado Street.

As a portion of that exchange, the City has agreed to vacate a portion of public right-of-way that is no longer needed with the construction of the Bob Olson Parkway. Upon completion of this vacation, the City will proceed with finalizing the property exchange through a boundary line adjustment.

Alternatives

None recommended

Fiscal Impact

No direct fiscal impact to the City. The subsequent land exchange for Fire Station #6 will benefit the City with a more usable and accessible property for the fire station.

Through	Bruce Mills Aug 06, 16:53:59 GMT-0700 2019	Attachments: 
Dept Head Approval	Cary Roe Aug 07, 10:30:05 GMT-0700 2019	
City Mgr Approval	Marie Mosley Aug 16, 08:48:40 GMT-0700 2019	
		☒ Recording Required?

When recorded, return to:

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

CITY OF KENNEWICK
ORDINANCE NO. 5821

AN ORDINANCE RELATING TO VACATION OF STREET RIGHT-OF-WAY
ON A PORTION OF PUBLIC RIGHT-OF-WAY ABUTTING 7308 WEST
HILDEBRAND BOULEVARD (BOB OLSON PARKWAY)

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

WHEREAS, the City Council of the City of Kennewick, Washington, by Resolution No. 19-15 initiated proceedings to vacate a portion of right-of-way abutting 7308 West Hildebrand Boulevard (Bob Olson Parkway) and by said resolution fixed the 20th day of August, 2019, at 6:30 p.m. at Kennewick City Hall as the time when the vacation of a portion of right-of-way abutting 7308 West Hildebrand Boulevard (Bob Olson Parkway) should be heard and determined, and notice of such hearing was given as required by law; and

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

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

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

Parcel 117892582101003 AND Parcel 117892030007000:

A portion of a right of way A.F. 366689 to be vacated, lying in a portion of the Northwest Quarter of Section 17, Township 8 North, Range 29 East, Willamette Meridian, Benton County, Washington being more particularly described as follows:

Beginning at the northwest corner of said Section 17 and the True Point of Beginning;
Thence North 88°03'38" East along the north line of said section for a distance of

1301.25 feet to the westerly right of way of Bob Olson Parkway and a point on a 738.00 foot radius curve to the right; Thence along said right of way and curve with chord bearing of South 64°57'59" East for a chord distance of 66.14 feet; Thence leaving said right of way South 88°03'38" West, for a distance of 1360.85 feet to the west line of said Section 17; Thence along said west line North 00°41'22" West, for a distance of 30.01 feet to the True Point of Beginning. Said right-of-way vacation contains 39,964 square feet more or less,

shall be and hereby is vacated.

Section 2. Per the March 19, 2019, Memorandum of Agreement between the City and Tri Cities Development Company, LLC, the vacated right-of-way is part of a property exchange between the parties.

Section 3. Findings of Fact.

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 20th day of August, 2019, and signed in authentication of its passage this 20th day of August, 2019.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

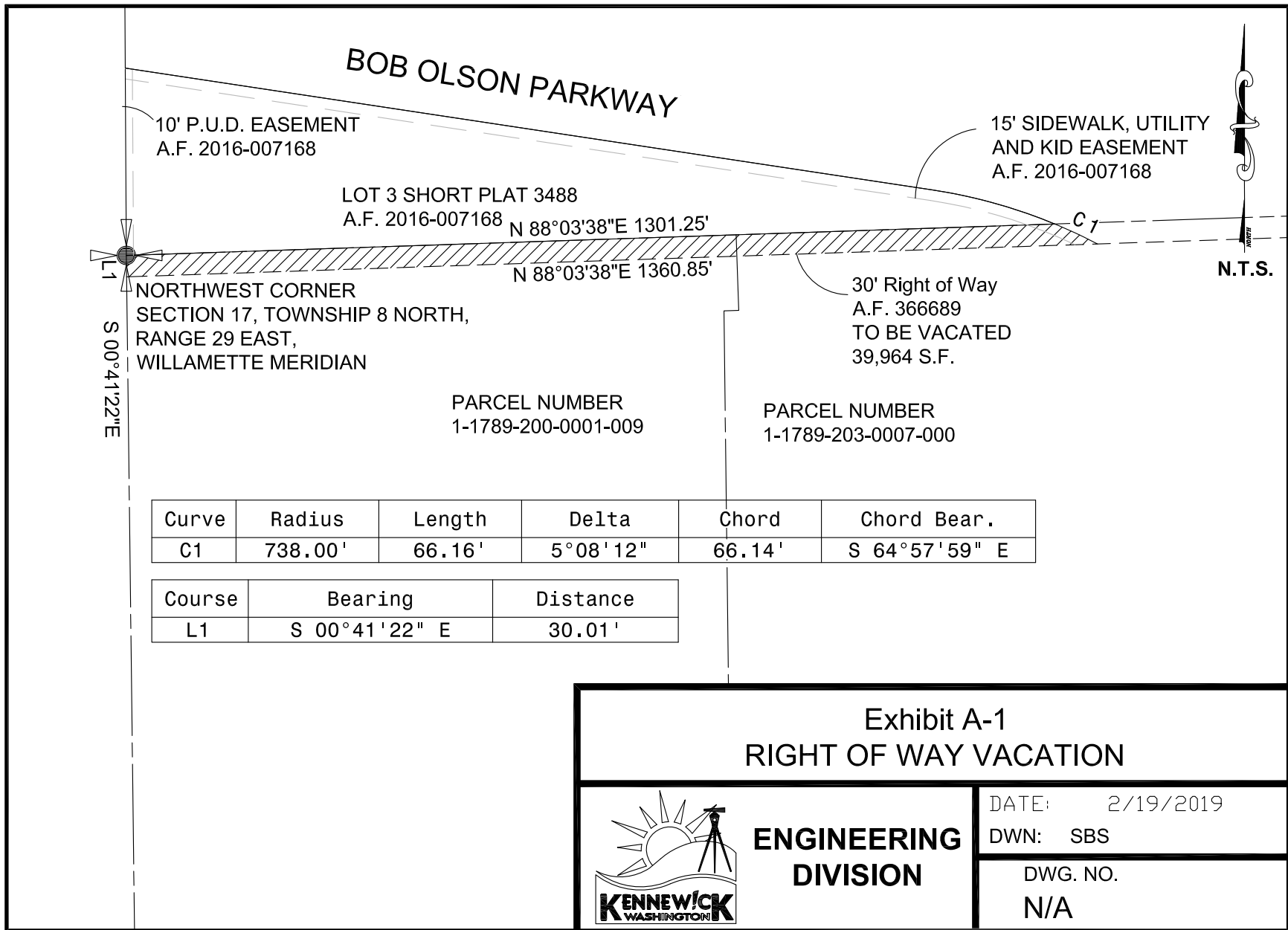
ORDINANCE NO. 5821 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington this 21st day of August, 2019.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION _____



Council Agenda Coversheet 	Agenda Item Number	8.a.	Council Date	08/20/2019	Consent Agenda	☐
	Agenda Item Type	Ordinance			Ordinance/Reso	☒
	Subject	City Council Code of Ethics			Public Mtg / Hrg	☐
	Ordinance/Reso #	5812	Contract #		Other	☐
	Project #		Permit #		Quasi-Judicial	☐
	Department	City Attorney				

Recommendation

Adopt Ordinance 5812 which will add Chapter 2.06 to the Kennewick Municipal Code relating to a Council Code of Ethics.

Motion for Consideration

I move to adopt Ordinance 5812.

Summary

Ordinance 5812 will add a new chapter 2.06, Council Code of Ethics to Title 2 of the Kennewick Municipal Code. The proposed code has been through the following legislative process involving both the Council Budget and Admin Committee and the full City Council: April 23rd Budget and Admin Committee; May 14th Council Workshop; June 4th Budget and Admin Committee; June 11th Council Workshop; July 2nd Council Meeting; and lastly the July 23rd Council Workshop. This Code of Ethics is intended to replace the existing policy statement in the Kennewick Administrative Code (KAC). It will provide a more formal process to address ethics' complaints against Council Members. As noted in the prior workshops, there is no legal requirement to adopt an ethics' code nor is there a legal requirement to process complaints in a specific manner, with a specific outcome or remedy. Our insurance risk pool, WCIA, requires that we have an ethics' policy as a means to reduce risk related to Council conduct.

Alternatives

None recommended.

Fiscal Impact

None.

Through	Bonnie Lanning Aug 12, 11:43:57 GMT-0700 2019	Attachments: Ordinance
Dept Head Approval	Lisa Beaton Aug 12, 14:40:22 GMT-0700 2019	
City Mgr Approval	Marie Mosley Aug 16, 09:42:30 GMT-0700 2019	

☐ Recording Required?

CITY OF KENNEWICK
ORDINANCE NO. 5812

AN ORDINANCE RELATING TO COUNCIL CODE OF ETHICS AND
ADDING A NEW CHAPTER 2.06 TO THE KENNEWICK MUNICIPAL
CODE

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

Section 1. There is hereby added a new Chapter 2.06 to the Kennewick Municipal Code, to read
as follows:

CHAPTER 2.06 COUNCIL CODE OF ETHICS

- 2.06.010: Policy.
- 2.06.020: Definitions.
- 2.06.030: Prohibited Conduct.
- 2.06.040: Ethical Standards.
- 2.06.050: Ethics' Officer.
- 2.06.060: Complaints, Investigations, Hearings and Enforcement.

2.06.010: Policy:

- (1) Purpose. The Kennewick City Council has adopted a Code of Ethics for members of the City Council to promote public confidence in the integrity of local government and its fair operation. This Code of Ethics will provide the basis for education and training for Council Members; both elected and appointed, to ensure that the highest standards and best practices with regard to ethics will be followed.
- (2) Intent. The citizens and businesses of Kennewick are entitled to have fair, ethical and accountable local government that has earned the public's full confidence. The City Council is committed to upholding the City of Kennewick Core Values which state:

We will provide excellent public service and ensure the safety and wellbeing of our community and one another through the empowerment of each employee. We value integrity, inclusiveness, stewardship and communication.

We are accountable to our community for innovation and collaborative efforts that anticipate needs, leverage resources and deliver solutions.

Integrity: We hold ourselves to the highest standard of professionalism and ethical conduct.

Inclusiveness: We embrace diversity and value different perspectives as we work together for the common good.

Stewardship: We ensure the public's resources are used responsibly to provide the greatest benefit.

Communication: We will listen and engage in an open, honest and timely exchange of information.

- (3) In keeping with the City of Kennewick's commitment to excellence, the effective functioning of democratic government therefore requires that:
- (a) Public officials, both elected and appointed, comply with the laws and policies affecting the operations of government;
 - (b) Public officials be independent, impartial and fair in their judgment and actions;
 - (c) Public office be used for the public good, not for personal gain; and
 - (d) Public deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility.

(Ord. 5812 Sec. 1 (part), 2019)

2.06.020: Definitions:

- (1) "Official" means a member of the City Council elected or appointed.
- (2) "Relative" means spouse or domestic partner, child, step-child, parent, step-parent, parent-in-law, grandparent, grandchild, sibling, aunt, uncle, niece, nephew, son- or daughter-in-law, brother- or sister-in-law.

(Ord. 5812 Sec. 1 (part), 2019)

2.06.030: Prohibited Conduct:

- (1) Conflicts of Interest. In order to ensure their independence and impartiality on behalf of the common good, officials shall not participate in government decisions in which any of the following has a financial interest: (a) the official; (b) a relative; (c) an individual with whom the official resides; or (d) an entity that the official serves as an officer, director, trustee, partner or employee. Officials shall abstain from participating in deliberations and decision-making where conflicts exist.
- (2) Appearance of Conflict. If it could appear to a reasonable person, having knowledge of the relevant circumstances, that the official's judgment is impaired because of either: (a) a personal or business relationship not covered under the foregoing subsection; or (b) a transaction or activity engaged in by the official, the official shall disclose the facts giving rise to the appearance of a conflict before participating in the matter.
- (3) Misuse of Public Position or Resources. Except for infrequent use at little or no cost to the City, officials shall not use public resources that are not available to the public in general, such as city staff time, equipment, supplies or facilities, for other than a city purpose.

- (4) Representation of Third Parties. The members of the City Council shall not appear on behalf of the financial interest of third parties before the Council or any board, commission or proceeding of the City, or in interaction with staff.
- (5) Solicitations of Charitable Contributions. No official may make direct personal solicitations for charitable contributions from city employees.
- (6) Gifts and Favors. Officials shall not take any special advantage of services or opportunities for personal gain, by virtue of their public office, which are not available to the public in general. They may not solicit or receive any thing of monetary value from any person or entity where the thing of monetary value has been solicited, or received or given or, to a reasonable person, would appear to have been solicited, received or given with intent to give or obtain special consideration or influence as to any action by the official in his or her official capacity; provided, that nothing shall prohibit campaign contributions which are solicited or received and reported in accordance with applicable law.
- (7) Confidential Information. Officials shall not disclose or use any confidential information gained by reason of their official position for other than a city purpose. "Confidential information" means: (a) specific information, rather than generalized knowledge, that are not available to a person who files a public records request; and (b) information made confidential by law.

(Ord. 5812 Sec. 1 (part), 2019)

2.06.040: Ethical Standards:

In addition to Section 2.06.030 of the Code of Ethics, which shall be administered by the Ethics' Officer, officials are also required to comply with the following standards:

- (1) Compliance with Other Laws. Officials shall comply with federal, state and city laws in the performance of their public duties. These laws include, but are not limited to: the United States and Washington Constitutions; laws pertaining to conflicts of interest, election campaigns, financial disclosures and open processes of government; and city ordinances and policies. See Appendix A. As required by RCW42.17A.565, no official shall knowingly solicit or encourage, directly or indirectly, any political contribution from any city employee. Except under limited circumstances described in RCW42.17A.555 no official may use or authorize the use of the facilities of the City for the purpose of assisting a campaign for the election of any person to any office, or for the promotion of or opposition to any ballot proposition in a manner not available to the general public on the same terms.
- (2) Personal Integrity. The professional and personal conduct of officials must be above reproach and avoid even the appearance of impropriety. Officials shall refrain from abusive conduct, threats of official action, personal accusations or verbal attacks upon the character or motives of other members of Council, boards and commissions, the staff or public. Officials shall maintain truthfulness and honesty and not compromise themselves for advancement, honor, or personal gain. Additionally, officials shall not directly or indirectly induce, encourage or aid anyone to violate the Code of Ethics and it is incumbent upon officials to make a good faith effort to address apparent violations of this Code of Ethics.

- (3) Working for the Common Good. Recognizing that stewardship of the public interest must be their primary concern, officials will work for the common good of the people of Kennewick and not for any private or personal interest, and they will ensure fair and equal treatment of all persons, claims and transactions coming before the City Council. Officials need to be mindful that making special requests of staff – even when the response does not benefit the official personally – puts staff in an awkward position. Questions for city staff members shall be submitted to the City Manager who will then coordinate with staff to provide a response.
- (4) Respect for Process. Officials shall perform their duties in accordance with the processes and rules of order established by the City Council governing the deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions of the City Council by city staff.
- (5) Commitment to Transparency. Transparency, openness, and accountability are fundamental values of the City – and are also required by the laws of the state of Washington. The public has a right to inspect and copy public records unless exempt by law from disclosure. All materials relating to the conduct of city government that are prepared, possessed, used or retained by any official, including email, text messages and other electronic records, are subject to requirements for retention, protection, and disclosure. Officials may assume that all copies of materials received from city staff have already been archived and do not need to be retained. Officials shall not discard, damage, or destroy the original copy of any public record unless directed by the city public records officer (the city clerk), who has responsibility to ensure that the City complies with the record retention schedules established under Chapter 40.14 RCW. Officials shall promptly provide any records requested by the public records officer in response to a disclosure request under the Public Records Act, Chapter 42.56 RCW. It is the responsibility of the public records officer, together with the city attorney, to decide which records meet the definition of “public record” and whether or not they are exempt from disclosure; officials must not take it upon themselves to decide whether a record meets the definition of a public record, that a record is exempt from disclosure, or to otherwise conceal a record.
- (6) Conduct of Public Meetings. Officials shall prepare themselves for public issues; listen courteously and attentively to all public discussions before the body; and focus on the business at hand. They shall refrain from interrupting other speakers; making personal comments not germane to the business of the body; or otherwise interfering with the orderly conduct of meetings.
- (7) Decisions Based on Merit. Officials shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations.
- (8) Ex Parte Communications. In quasi-judicial matters, officials shall publicly disclose substantive information that is relevant to a matter under consideration by the Council or boards and commissions, which they may have received from sources outside of the public decision-making process.
- (9) Attendance. Attendance at regular council meetings by Council Members is required absent being excused per KMC 2.04.050(2). As provided in RCW 35A.12.060, a Council Member shall forfeit his or her office by failing to attend three consecutive regular meetings of the Council without being excused by the Council.

- (10) Nepotism. A Council Member may not vote or participate in the interview or appointment of a relative to boards or commissions or other appointed positions.
- (11) Advocacy. When acting in an official capacity as a city official representing the City, officials shall represent the official policies or positions of the City Council, to the best of their ability when the City Council, has taken a position or given an instruction. When presenting their individual opinions and positions, members shall explicitly state they do not represent their body or the City of Kennewick, nor will they allow the inference that they do. Officials have the right to endorse candidates for all Council seats or other elected offices. It is inappropriate to make or display endorsements during council meetings, board/commission meetings, or other official city meetings.
- (12) Policy Role of Officials. Officials shall respect and adhere to the council-manager structure of Kennewick city government as outlined by Chapter 35A.13 RCW. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by the public, boards and commissions, and city staff. Except as provided by state law, officials shall not interfere with the administrative functions of the City or the professional duties of city staff; nor shall they impair the ability of staff to implement Council policy decisions.

APPENDIX A

Ch. 9A.72 RCW	Perjury and interference with official proceedings
RCW 35A.12.060	Vacancy for nonattendance
Ch. 35A.13 RCW	Council-Manager plan of government
	Incompatible offices
Ch. 40.14 RCW	Preservation and destruction of public records
RCW 42.17A.555	Use of public office or agency facilities in campaigns – Prohibition – Exceptions
RCW 42.17A.565	Solicitation of contributions by public officials or employees
Ch. 42.23 RCW	Code of Ethics for municipal officers – Contract interests
Ch. 42.36 RCW	Appearance of Fairness Doctrine – Limitations
Ch. 42.56 RCW	Public Records Act

(Ord. 5812 Sec. 1 (part), 2019)

2.06.050: Ethics Officer:

- (1) The City Council creates the office of the Ethics' Officer. The Ethics' Officer will interpret and apply the council code of ethics to complaints submitted to the Officer. The Ethics Officer will be appointed solely with regard to their qualifications for the duties of the office which shall include but not be limited to appropriate educational and legal experience. The Ethics' Officer, in addition to

other duties, may recommend changes or additions to this Council Code of Ethics to the City Council.

- (2) The Council Interview Committee, City Manager and City Attorney will interview applicants who respond to the City's Request for Proposals for the Ethics Officer. The Committee will forward two candidates to the full City Council for review and appointment by a majority vote of the Council.

(Ord. 5812 Sec. 1 (part), 2019)

2.06.060: Complaints, Investigations, Hearings and Enforcement:

The Ethics' Officer may resolve inadvertent and minor violations of the Code of Ethics informally, unless the Ethics' Officer determines that doing so would not serve the public interest. When a violation is neither inadvertent nor minor, the Ethics' Officer shall initiate an action in accordance with this section.

- (1) Complaint Process.
 - (a) Complaint Requirements – Service. Two officials are required to sign off on a written complaint before it can be filed with the Ethics' Officer alleging one or more violations of this Code of Ethics by an official. The complaint must set forth specific facts with enough precision and detail for the Ethics' Officer to make a determination of sufficiency. It must be signed under penalty of perjury by the officials submitting it in a manner consistent with Chapter 9A.72 RCW. The complaint shall be filed with the city clerk who will date stamp it as received and forward it to the Ethics' Officer.
 - (b) Finding of Sufficiency. The Ethics' Officer shall make a determination of sufficiency within thirty days of receipt of the written complaint. A complaint shall be sufficient if the allegations, if established, would violate Section 2.06.030 or 2.06.040 of this code. The Ethics' Officer's determination is not reviewable. If the finding is one of sufficiency of the complaint, then the Ethics' Officer shall investigate the complaint as set forth below.
 - (c) Dismissal. The Ethics' Officer shall dismiss the complaint if the Ethics' Officer determines that the violation was inadvertent and minor; or a violation occurred, but appropriate actions have been taken to fully address the allegedly unethical conduct. A decision for dismissal as noted above is final and not reviewable.
 - (d) Notice. Notice of action by the Ethics' Officer shall be provided as follows:
 - (i) Notice of a finding of insufficiency or dismissal of a complaint by the Ethics' Officer shall be sent to the officials who made the complaint and the official complained against within seven days of the decision by the Ethics' Officer. A finding of insufficiency or dismissal of a complaint by the Ethics' Officer is final and binding, and no administrative or other legal appeal is available through the Ethics' Officer.
 - (ii) Within seven days of the Ethics' Officer rendering a finding of

sufficiency, the city clerk shall send notice to the officials who made the complaint and the official complained against, of the Ethics' Officer's determination. If, after investigation, the Ethics' Officer has reason to believe that a material violation of Section 2.06.030 or 2.06.040 has occurred, the city clerk shall give notice of the public hearing which will be held to determine if a violation has occurred. Notice shall be provided at least thirty days prior to the date set for the hearing. The official complained against shall have the right to file a written answer to the charge and to appear at the hearing with or without legal counsel, submit testimony, be fully heard, and to examine and cross examine witnesses.

- (e) Stipulations. At any time after a complaint has been filed with the Ethics' Officer, the Ethics' Officer may seek and make recommendations that the City Council enter into a stipulation with the official complained against. The recommended stipulation will include the nature of the complaint, relevant facts, the reasons the Ethics' Officer thinks a stipulation is appropriate, an admission of the violation by the official complained against, a promise by the official complained against not to repeat the violation, and if appropriate, a recommended remedy or penalty. The recommended stipulation shall be sent to the officials who made the complaint and the official complained against and forwarded to the City Council for action.
- (2) Conduct of Hearings.
 - (a) All hearings on complaints found to be sufficient shall be conducted by the Ethics' Officer and are open to the public. The hearing shall be informal, meaning that the Ethics' Officer shall not be bound by the strict rules of evidence prevailing in courts of law or equity. The Ethics' Officer may call witnesses on his or her own motion and compel the production of books, records, papers, or other evidence as needed. To that end, the Ethics' Officer shall issue subpoenas and subpoenas duces tecum. All testimony shall be under oath administered by the Ethics' Officer. The Ethics' Officer may adjourn the hearing from time to time to allow for the orderly presentation of evidence. The Ethics' Officer shall prepare an official record of the hearing, including all testimony, which shall be recorded by mechanical device, and exhibits; provided, that the Ethics' Officer shall not be required to transcribe such records unless presented with a request accompanied by payment of the cost of transcription.
 - (b) Within thirty days after the conclusion of the hearing, the Ethics' Officer shall, based upon a preponderance of the evidence, make and fully record in his or her permanent records, findings of fact, conclusions of law, and his or her recommended disposition. A copy of the findings, conclusions, and recommended disposition shall be sent to the officials who made the complaint and to the official complained against. Additional copies of the findings, conclusions, and recommendations shall be forwarded to the City Council.
- (3) City Council Action. Final City Council action to decide upon stipulations and recommendations from the Ethics' Officer or findings, conclusions, and

recommendations from the Ethics' Officer shall be by majority vote in a public meeting. Deliberations by the Council may be in executive session. The member of the Council against whom the complaint was made will not participate in any executive session and shall not vote on any matter involving him or herself. However, upon request of the member of the Council against whom the complaint was made, a public meeting before the Council will be held on the issue of penalties.

- (4) Disposition. In the event the Ethics' Officer finds that the person against whom the complaint was made has violated the Code of Ethics, then the City Council may take any of the following actions by a majority vote of the Council. The action of the City Council shall be final and not subject to further review or appeal except as may be otherwise provided by law or as provided in subsection (5) of this section.
- (a) Dismissal. Dismissal of the complaint without penalties.
 - (b) Referral. A complaint may be referred to another agency with jurisdiction over the violation, such as the Public Disclosure Commission. Final action on the complaint may be stayed pending resolution of the matter by the agency to which it was referred.
 - (c) Admonition. An admonition shall be an oral non-public statement made by the mayor, or his/her designee, or if the complaint is against the mayor, the mayor pro-tem or his/her designee, to the official.
 - (d) Reprimand. A reprimand shall be administered to the official by a motion of reprimand by the majority of the City Council.
 - (e) Censure. A resolution of censure shall be a resolution read to the person in public. The resolution shall be prepared by the City Council and shall be signed by the mayor, or if the complaint is against the mayor, the mayor pro-tem. The person shall appear at a City Council meeting at a time and place directed by the City Council to receive the resolution of censure. Notice shall be given at least twenty calendar days before the scheduled appearance at which time a copy of the proposed resolution of censure shall be provided to the person. The resolution of censure shall be read publicly, and the person shall not make any statement in support of, or in opposition thereto, or in mitigation thereof. The resolution of censure shall be read at the time it is scheduled whether or not the official appears as required.
 - (f) Civil Penalties. The City Council may assess a civil penalty of up to one thousand dollars or three times the economic value of anything received in violation of this Code of Ethics or three times the economic value of any loss to the City, whichever is greater. Any monetary penalty assessed civilly shall be placed in the City's general fund. The City Council may also suspend a portion of a civil penalty imposed on condition the Council Member have no other violations of the Council Code of Ethics for one year.
 - (g) Contract Void. As provided by RCW 42.23.050, any contract made in violation of Chapter 42.23 RCW, "Code of Ethics for municipal officers – contract interests," is void.
 - (h) Other Penalties. The City Council may impose a restriction, loss of a

committee assignment, or loss of appointment as a representative of the city for any regional or multijurisdictional body or membership on any board or commission which requires an appointment or confirmation of an appointment by the City Council.

- (5) Review of Civil Penalties. If the City Council orders an official to pay a civil penalty, the official may seek a writ of review from the superior court pursuant to Chapter 7.16 RCW, within thirty days of the City Council's order.
- (6) Protection Against Retaliation. Neither the City nor any official may take or threaten to take, directly or indirectly, official or personal action, including but not limited to discharge, discipline, personal attack, harassment, intimidation, or change in job, salary, or responsibilities, against any council member because that council member files a complaint with the Ethics' Officer.
- (7) Public Records. Records filed with the Ethics' Officer become public records that may be subject to inspection and copying by members of the public, unless an exemption in law exists. To the extent required to prevent an unreasonable invasion of personal privacy interests protected by RCW 42.56.230(2), identity information may be redacted when an unsubstantiated complaint is made available in response to a public records request; however, in each case, the justification for the redaction shall be explained fully in writing. A finding by the Ethics' Officer determining that a complaint is sufficient shall contain at the beginning the following specific language:

NOTICE: ANY PORTION OF THIS FINDING DETERMINING SUFFICIENCY OF ANY PORTION OF A COMPLAINT DOES NOT DETERMINE THE TRUTH OR FALSITY OF THE ALLEGATIONS CONTAINED IN THE COMPLAINT FILED WITH THE ETHICS' OFFICER. THE ETHICS' OFFICER HAS ONLY DETERMINED THAT IF CERTAIN FACTS CONTAINED IN THE COMPLAINT ARE FOUND TO BE TRUE DURING A LATER HEARING TO BE CONDUCTED BY THE ETHICS' OFFICER, THEN VIOLATION(S) OF THE CODE OF ETHICS MAY BE FOUND TO HAVE OCCURRED.

The City shall release copies of any written reports resulting from an investigation of a sustained complaint, any Ethics' Officer Orders, and any written censures or reprimands issued by the City Council, in response to public records requests consistent with Chapter 42.56 RCW and any other applicable public disclosure laws.

- (8) Liberal Construction – Limitation Period – Effective Date.
 - (a) This Code of Ethics shall be liberally construed to effectuate its purpose and policy and to supplement existing laws that relate to the same subject.
 - (b) Any action taken under this Code of Ethics must be commenced within two years from the date of violation.

(Ord. 5812 Sec. 1 (part), 2019)

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

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 20th day of August, 2019, and signed in authentication of its passage this 20th day of August, 2019.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5812 filed and recorded
in the office of the City Clerk of the City of
Kennewick, Washington this 21st day of
August, 2019.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION _____



City Council Meeting Schedule September 2019

September 3, 2019
Tuesday, 6:30 p.m. REGULAR COUNCIL MEETING

September 10, 2019
Tuesday, 6:30 p.m. WORKSHOP MEETING
1. 2020 Legislative Priorities
2. Fire Department Update

September 17, 2019
Tuesday, 6:30 p.m. REGULAR COUNCIL MEETING

September 24, 2019
Tuesday, 6:30 p.m. WORKSHOP MEETING
1. Community Center Update
2. CTUIR MOU
3. Comp Plan Amendments

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 Taped

September 2019
Updated 8/13/19