City Council Regular Meeting Agenda
November 4, 2025 at 6:30 PM
City Hall Council Chambers - 210 W 6th Ave and Virtual

Meetings are broadcast live at https://www.go2kennewick.com/CouncilMeetingBroadcasts.
Public comment registration and instructions are available at https://www.go2kennewick.com/PublicComments.

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1. **CALL TO ORDER**

   Roll Call/Pledge of Allegiance/Welcome/Invocation

2. **VISITORS**

   A total of thirty minutes is allocated for visitor comments, with each person permitted to speak once for a maximum of three minutes. Visitors are welcome to address any topic, except for: campaigns; ballot measures; candidates running for office; and items for public hearing. Comments can be submitted in person, remotely via Zoom, or in writing. Written comments will be distributed to each Councilmember but not read into the record. If you want to provide feedback through Zoom or written format, please reach out to the City Clerk or our website for guidance. www.go2kennewick.com

3. **APPROVAL OF AGENDA**

4. **CONSENT AGENDA**

   All items included in the Consent Agenda have been provided to each member of the Kennewick City Council for review and consideration. These items are deemed routine and will be approved with a single motion from the Council, without any separate discussion. A Councilmember may remove an item for further consideration under New Business.

   a. **Meeting Minutes: October 21, 2025, City Council Regular Meeting**
   Motion to approve the minutes as presented.

   b. **Meeting Minutes: October 28, 2025, City Council Workshop**
   Motion to approve the minutes as presented.

   c. **Claim Roster: Toyota Center Operations and Box Office Accounts**
   Motion to approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for September 2025 in the amount of $298,688.30 comprised of check numbers 28556-28622 in the amount of $212,717.98 and electronic transfers in the amount of $85,970.32.

   d. **Claims Roster: Columbia Park Golf Course Account**
   Motion to approve the Claims Roster for the Columbia Park Golf Course Account for September 2025 in the amount of $51,551.95 consisting of check numbers 2963-2974 and 2991-2999 in the amount of $12,570.82 and electronic transfers in the amount of $38,981.13.

   e. **Payroll Roster: For the Pay Period Ending 10/15/2025**
   Motion to approve the payroll roster for the pay period ending 10/15/2025.

To Assure Disabled Persons The Opportunity To Participate In Or Benefit From City Services, Please Provide Twenty-Four (24) Hour Advance Notice For Additional Arrangements To Reasonably Accommodate Special Needs. Please Be Advised That All Kennewick City Council Meetings Are Audio And Video Taped.

f. **Lobbying: 2026 State Legislative Agenda**
Motion to approve the 2026 State Legislative Agenda as presented.

g. **Contract: CompuNet Microsoft G3 Licensing**
Motion to approve the Microsoft 365 G3 1-year contract for a total cost (inclusive of tax) $202,118.63.

h. **Contract: Five-Year Third Party Ambulance Billing Services Contract Extension with Systems Design West, LLC (Contract No. 20-022)**
Motion to authorize the City Manager to execute the five-year contract extension with Systems Design West, LLC, as presented.

i. **Contract: Zone 3 West Transmission Pipeline Project (P1905-25) Bid Award to Culbert Construction, Inc.**
Motion to award P1905-25 Zone 3 West Transmission Pipeline Contract to Culbert Construction, Inc.

j. **License Agreement: Authorization to Execute a License Agreement with Kennewick Irrigation District (KID) for the Zone 3 W Transmission Pipeline Project (P1905)**
Motion to authorize the City Manager to sign the License Agreement with Kennewick Irrigation District (KID) for the P1905 Zone 3 W Transmission Pipeline Project as presented.

k. **Resolution: Consent to the Transfer of Controls Between Desert Winds Wireless LLC and Ziply Fiber for an Existing Franchise Agreement**
Motion to adopt the resolution as presented.

5. NEW BUSINESS

a. Letter of Support: Banning Aerial Fireworks in West Richland

6. COUNCIL COMMENTS & DISCUSSION

7. CONCLUSION

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

Council Agenda Coversheet	Item Number:	4.a.	Date:	11/4/2025	Category: Consent Agenda
	Item Type:	General Business Item			
	Subject:	**Meeting Minutes: October 21, 2025, City Council Regular Meeting**			
	Department:	City Manager			

Recommendation

Staff recommends Council approve the meeting minutes as presented.

Motion for Consideration

Motion to approve the minutes as presented.

Summary

The City Clerk's Office has prepared action-format meeting minutes for City Council's consideration.

Alternatives

The City Council may make corrections to errors and approve the meeting minutes as amended.

Fiscal Impact

None.

Attachments:

1. Minutes - Draft

CITY OF KENNEWICK
CITY COUNCIL REGULAR MEETING
OCTOBER 21, 2025

CITY COUNCIL PRESENT:

Chuck Torelli, *Mayor Pro Tem*
Loren Anderson, *Councilmember*
Brad Beauchamp, *Councilmember*
Jason McShane, *Councilmember*
Jim Millbauer, *Councilmember*
John Trumbo, *Councilmember*

CITY STAFF PRESENT:

Erin Erdman, *City Manager*
Lisa Beaton, *Deputy City Manager*
Cary Roe, *Deputy City Manager*
Laurencio Sanguino, *City Attorney*
Jason Kiel, *Police Commander*
Michael Heffner, *Fire Chief*
John Cowling, *Public Works Director*
Jessica Platt, *Finance Director*
Anthony Muai, *Planning Director*
Krystal Johnston, *City Clerk*
Trever Davis, *Police Commander*
Jillian Henze, *PIO/Marketing Supervisor*
Dana Dollarhyde, *Communications and Marketing Specialist*

1. CALL TO ORDER

Mayor Pro Tem Torelli called the meeting to order at 6:30 p.m.

Ms. Johnston stated all councilmembers were in attendance with the exception of Mayor Crawford and that a quorum was established.

Mayor Pro Tem Torelli stated Mayor Crawford provided advanced notice of her absence.

MOTION:	Councilmember Anderson moved to excuse the absence of Mayor Crawford
SECOND:	Councilmember Beauchamp
DISCUSSION:	None.
VOTE:	**The motion passed unanimously (7-0).**

Councilmember Anderson led the Pledge of Allegiance.

Matthew Huston provided the invocation.

Proclamation: Extra Mile Day Mayor Pro Tem Torelli read the proclamation into the record and presented it to Kevin Veleke on behalf of everyone who goes the extra mile to make Kennewick better. Mr. Veleke spoke about the importance of volunteering and encouraged others to do the same.

Recognition of Excellence: Public Works Wastewater Treatment Plant Outstanding Performance Award Mayor Pro Tem Torelli announced the City's Wastewater Treatment Plant team were recognized by the Department of Ecology for the fourth year in a row. He read the details of the award into the record on behalf of Ecology and Jeremy Lustig, Deputy Public Works Director, introduced the Wastewater Treatment Plant employees present.

Pinning Ceremony Commemorating Michael Heffner's Promotion to Fire Chief Mayor Pro Tem Torelli elaborated on the history and importance of the pinning ceremony, which serves to officially appoint Fire Chief Heffner to his new role. Ms. Johnston administered the Oath of Office. Mrs. Heffner placed the badge and pins on Chief Heffner's lapels. In a brief address to the audience, Chief Heffner conveyed his gratitude and support for the personnel of the Fire Department.

2. VISITORS:

One visitor commented on the new dog park and also highlighted a connection between the topics from the most recent workshop agenda and the parks system.

Three visitors advocated for an indoor aquatic center.

Two visitors described a charitable event and invited the public and Council to participate.

One visitor advocated for increased City support for small businesses.

3. APPROVAL OF AGENDA

MOTION:	Councilmember Anderson moved to approve the agenda as presented.
SECOND:	Councilmember McShane.
DISCUSSION:	None.
VOTE:	**The motion passed unanimously (6-0)**

4. CONSENT AGENDA

MOTION:	Councilmember Trumbo moved to approve the consent agenda as presented.
SECOND:	Councilmember Anderson.
VOTE:	**The motion passed unanimously (6-0)**

a. **Meeting Minutes: October 7, 2025, City Council Regular Meeting**
Motion to approve the minutes as presented.

b. **Meeting Minutes: October 14, 2025, City Council Workshop**
Motion to approve the minutes as presented.

c. **Claims Roster: September 2025**
Motion to approve the Claims Roster for September 2025 in the amount of $9,072,895.16 comprised of electronic payments and check numbers 320980-321333.

d. **Payroll Roster: For the Pay Period Ending 09/30/2025**
Motion to approve the payroll roster for the pay period ending 09/30/2025.

e. **Claim Roster: Toyota Center Operations and Box Office Accounts**
Motion to approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for August 2025 in the amount of $114,104.27 comprised of check numbers 28506-28555 in the amount of $106,535.02 and electronic transfers in the amount of $7,569.25.

f. **Project Acceptance: Advanced Metering Infrastructure (AMI) System Phase 1 Project P1822**
Motion to accept the work of Ferguson Enterprises for contract P1822, Advanced Metering Infrastructure (AMI) System Phase 1 in the amount of $5,968,536.64

g. **Project Acceptance: Advanced Metering Infrastructure (AMI) Phase 2 Project P1822**
Motion to accept the work of Ferguson Enterprises for contract P1822, Advanced Metering Infrastructure (AMI) System Phase 2 in the amount of $3,631,394.86

h. **Project Acceptance: Metaline & Keller/Johnson/Irby Sewer Replacement Project P2027**
Motion to accept the work of Roach Construction Company, LLC. for contract P2027-23 Metaline & Keller/Johnson/Irby Sewer Replacement project, in the amount of $406,818.45

5. PUBLIC HEARINGS

a. Ordinance 25-6142: Right of Way Vacation at 514 E 1st Ave

Ms. Johnston read the ordinance title into the record:

AN ORDINANCE RELATING TO VACATION OF STREET RIGHT-OF-WAY ON A PORTION OF PUBLIC RIGHT-OF-WAY ABUTTING 514 EAST 1ST AVENUE

Mr. Cowling provided a combined staff report for items 5.a. and 5.a.1. and answered a brief question.

Mayor Pro Tem Torelli opened the public hearing at 7:07 p.m.

Testimony: None.

Mayor Pro Tem Torelli closed the public hearing at 7:08 p.m.

MOTION:	Councilmember Millbauer moved to adopt the ordinance as presented.
SECOND:	Councilmember McShane
DISCUSSION:	None.
VOTE:	**The motion passed unanimously (6-0)**
The City Clerk assigned Ordinance No. 25-6142.	

a.1. License Agreement: Right-of-Way Frontage Improvements at 514 E 1st Ave by Gravenslund Lachmann, Inc.

MOTION:	Councilmember Anderson moved to authorize the City Manager to sign the License Agreement for 514 E 1st Ave with Gravenslund Lachmann, Inc. as presented.
SECOND:	Councilmember Millbauer
DISCUSSION:	None.
VOTE:	**The motion passed unanimously (6-0)**

6. COUNCIL COMMENTS/DISCUSSION:

Councilmembers and Ms. Erdman reported on their respective activities, upcoming events, and items of concern.

7. CONCLUSION: Mayor Pro Tem Torelli concluded the meeting at 7:18 p.m.

DRAFT
Krystal Johnston
City Clerk

At the time of publishing these minutes, the City Council meeting recording is available at:
https://kennewickwa.new.swagit.com/videos/358877

Council Agenda Coversheet	Item Number:	4.b.	Date:	11/4/2025	Category: Consent Agenda
	Item Type:	General Business Item			
	Subject:	**Meeting Minutes: October 28, 2025, City Council Workshop**			
	Department:	City Manager			

Recommendation
Staff recommends Council approve the meeting minutes as presented.

Motion for Consideration
Motion to approve the minutes as presented.

Summary
The City Clerk's Office has prepared action-format meeting minutes for City Council's consideration.

Alternatives
The City Council may make corrections to errors and approve the meeting minutes as amended.

Fiscal Impact
None.

Attachments:
1. Minutes - Draft

CITY OF KENNEWICK
CITY COUNCIL WORKSHOP
October 28, 2025

CITY COUNCIL PRESENT:

Gretl Crawford, *Mayor*
Chuck Torelli, *Mayor Pro Tem, Remote*
Loren Anderson, *Councilmember*
Brad Beauchamp, *Councilmember*
Jason McShane, *Councilmember*
Jim Millbauer, *Councilmember*
John Trumbo, *Councilmember*

CITY STAFF PRESENT:

Erin Erdman, *City Manager, Remote*
Lisa Beaton, *Deputy City Manager*
Cary Roe, *Deputy City Manager*
Laurencio Sanguino, *City Attorney*
Chris Guerrero, *Police Chief*
Michael Heffner, *Fire Chief*
John Cowling, *Public Works Director*
Matt Halitsky, *Senior Planner*
Krystal Johnston, *City Clerk*
Chad Crouch, *Executive Services Director*
Jessica Platt, *Finance Director*
Jose Santoy, *Police Commander*
Dana Dollarhyde, *Communications and Marketing Specialist*

GUEST PRESENTERS:

Briahna Murray, *Partner, Lobbyist, Gordon Thomas Honeywell Government Relations*

CALL TO ORDER. Mayor Crawford called the meeting to order at 6:30 p.m. Mayor Crawford called roll; she noted Mayor Pro Tem Torelli was joining remotely.

Mayor Crawford announced there were no citizen comments submitted.

1. DISCUSSION: 2026 STATE LEGISLATIVE AGENDA: Ms. Murray presented the draft 2026 State Legislative agenda and spoke to the upcoming session, competing priorities, and strategies to consider. Councilmembers asked questions and discussed various aspects of the draft agenda. The agenda will be brought forward for approval in November. **No action taken.**

2. DISCUSSION: BOARDS AND COMMISSIONS STRUCTURE, PURPOSES, RECRUITMENT, AND SUPPORT: Ms. Beaton, along with Ms. Johnston, presented a thorough overview of the five boards and commissions that actively contribute to the City Council's goals and priorities. The Council engaged in discussions covering several topics, including the interview process, recruitment strategies, how the Council is updated on their activities, and the role of boards and commissions in the overall system. Staff will utilize this feedback to guide the next steps for enhancing the board and commission system. **No action taken.**

3. CONTRACT AMENDMENT: VANCOUVER PARK PUMP TRACK CHANGE ORDER - ACTION ITEM: Mr. Roe provided a staff report and responded to Council questions.

MOTION:	Mayor Pro Tem Torelli moved to approve the Vancouver Park Pump Track change order in the amount of $80,000 to install artificial turf on the inside surfaces of the pump track.
SECOND:	Councilmember Millbauer.
DISCUSSION:	None.
VOTE:	**The motion passed unanimously (7-0).**

CONCLUSION. Mayor Crawford concluded the meeting at 7:45 p.m.

DRAFT
Krystal Johnston, CMC, CPRO
City Clerk

At the time of publishing these minutes, the City Council meeting recording is available at:
https://kennewickwa.new.swagit.com/videos/359462

Council Agenda Coversheet					
	Item Number:	4.c.	**Date:**	11/4/2025	**Category:** Consent Agenda
	Item Type:	General Business Item			
	Subject:	**Claim Roster: Toyota Center Operations and Box Office Accounts**			
	Department:	Finance			

Recommendation

Staff recommends that Council approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for September 2025 as presented.

Motion for Consideration

Motion to approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for September 2025 in the amount of $298,688.30 comprised of check numbers 28556-28622 in the amount of $212,717.98 and electronic transfers in the amount of $85,970.32.

Summary

The payments on this Claims Roster are comprised of the following issuances during the period 9/1/2025-9/30/2025:

Check numbers 28556-28622:	$212,717.98
Electronic payments (EFT):	$85,970.32
Total	**$298,688.30**

Alternatives

Fiscal Impact

$298,688.30

Attachments:

1. Claims Roster

Date	Check	Method	Name				Amount
TOYO Sterling Operating Account							
09/02/25		**Wire Transfer**	**Cascade Natural Gas (00000161)**				**760.52**
09/02/25	6/10/25-7/10/25		634-661-0000 3			760.52	
107217	• Natural Gas			TC Natural Gas 6/10/25-7/10/25	760.52		
09/12/25		**Wire Transfer**	**Cascade Natural Gas (00000161)**				**61.75**
09/12/25	TC 7/11/25-8/8/25		TC 444-661-0000-3			61.75	
107217	• Natural Gas			TC 7/11/25-8/8/25	61.75		
09/09/25		**Wire Transfer**	**Backstage Entertainment Services LLC (00004419)**				
					VOID		**0.00**
09/09/25		**Wire Transfer**	**Rocky Mountain Rigging (00002781)**				**3,807.80**
09/09/25	Rigging PBR 2025		Rigging PBR 2025			3,807.80	
104370	• Reimbursed Outside Event Expense			Rigging PBR 2025	3,807.80		
09/09/25		**Wire Transfer**	**Backstage Entertainment Services LLC (00004419)**				**9,165.50**
09/09/25	4		Inv. 4			9,165.50	
107404	• Event Contracted Labor			PBR 2025 Stage Hand	9,165.50		
09/08/25	**28556**	**Auto Check**	**Alsco (00002738)**				**94.97**
09/08/25	LSPO2860626		TC F&B Linen			94.97	
107503	• F&B Linens			TC F&B Linen	94.97		
09/08/25	**28557**	**Auto Check**	**Apollo Heating and Air Conditioning (00002933)**				**15,928.32**
09/08/25	940068031		TA- Water Heater Replacement			15,928.32	
109010	• Capital Improvements			TA- Water Heater Replacement	15,928.32		
09/08/25	**28558**	**Auto Check**	**Apple Valley Broadcasting Inc (00003532)**				**1,294.55**
09/08/25	2693-1		PBR 2025			1,294.55	
107402	• Event Advertising			TC PBR 2025	1,294.55		
09/08/25	**28559**	**Auto Check**	**Benton PUD (00000121)**				**18,064.29**
09/08/25	07/08/2025-8/08/2025		4438000			360.63	
107216	• Electricity			Small Gen Services - Sign	360.63		
09/08/25	7/8/25-8/8/25		Large Gen Service			17,703.66	
107216	• Electricity			Large Gen Service	17,703.66		
09/08/25	**28560**	**Auto Check**	**City of Kennewick - Water (00002858)**				**9,448.65**
09/08/25	06/19/25-8/19/25		TC 3" Water 6/19/25-8/19/25			9,448.65	
107219	• Water			TC 3" Water 6/19/25-8/19/25	9,448.65		
09/08/25	**28561**	**Auto Check**	**Coca-Cola (00000213)**				**2,438.20**
09/08/25	1455854		TC - Beverage Credit			-120.00	
101413	• Inventory - Beer			TC - Beverage Credit C02	-120.00		
09/08/25	167889		TC - Food Credit			-3,148.75	
101411	• Inventory - Food			TC - Food Credit	-3,148.75		
09/08/25	1455870		TC - Beverage Credit CO2			-100.00	
101413	• Inventory - Beer			TC - Beverage Credit CO2	-100.00		
09/08/25	166886		TC - Liquor Beverage Supplies			125.50	
101415	• Inventory - Liquor			TC - Liquor Beverage Supplies	125.50		
09/08/25	170366		TC-Food			1,749.00	
101411	• Inventory - Food			TC-Food	1,749.00		
09/08/25	170780		TC-Food Credit			-6,450.50	
101411	• Inventory - Food			TC-Food Credit	-6,450.50		
09/08/25	172707		TC FOOD CREDIT			-1,732.40	
101411	• Inventory - Food			TC FOOD CREDIT	-1,732.40		
09/08/25	173862		TC Food			3,055.15	
101411	• Inventory - Food			TC Food	3,055.15		
09/08/25	173510		TC FOOD			9,060.20	
101411	• Inventory - Food			TC Food	9,060.20		

09/08/25	**28562**	**Auto Check**	**Columbia Fire Protection (00002841)**				**3,307.52**
	09/08/25	18091	TRCC Hood Cleaning			1,104.32	
				Due To/From TRCC	1,104.32		
	09/08/25	18092	TC Hood Cleaning			2,203.20	
	107508	*• F&B Equipment Repairs & Maintenance*	*TC Hood Cleaning*		2,203.20		
09/08/25	**28563**	**Auto Check**	**Concessions Supply (00002860)**				**17,318.83**
	09/08/25	253609	TC POP CORN MACHINE FILTERS			460.00	
	107508	*• F&B Equipment Repairs & Maintenance*	*TC POP CORN MACHINE FILTERS*		460.00		
	09/08/25	253721	Inv. 253721 PO 5291			16,858.83	
	109010	*• Capital Improvements*	*TC PO 5291 -Popcorn Machine Snack Shack*		16,858.83		
09/08/25	**28564**	**Auto Check**	**Cougar Digital Marketing & Design (00002861)**				**109.00**
	09/08/25	15647	Inv. 15647			109.00	
	107302	*• Venue Marketing & Non-Event Advertising*	*TC Website Maintenance*		109.00		
09/08/25	**28565**	**Auto Check**	**Culligan Water Conditioning (00002766)**				**148.78**
	09/08/25	158358	Inv. 158358			148.78	
	107102	*• Office Supplies*	*TC- Bottled Water/Cooler Rental*		148.78		
09/08/25	**28566**	**Auto Check**	**Daktronics (00002737)**				**3,971.28**
	09/08/25	7158087	Inv. 7158087 PO 4835			3,971.28	
	107211	*• Equipment Repairs & Maintenance*	*Module Repairs*		3,971.28		
09/08/25	**28567**	**Auto Check**	**Day Wireless Systems (00003576)**				**1,181.02**
	09/08/25	INV888840	PO 5299 RADIO TC			1,181.02	
	109010	*• Capital Improvements*	*TC RADIO*		1,181.02		
09/08/25	**28568**	**Auto Check**	**Department of Transportation South Central Region (00004417)**				**2,254.93**
	09/08/25	RE 45 JE6038 L001	SW000031112			2,254.93	
	107404	*• Event Contracted Labor*	*TC- Traffic Control Annual River of Fire 2025*		2,254.93		
09/08/25	**28569**	**Auto Check**	**Gamache Landscaping, Inc. (00002798)**				**2,062.85**
	09/08/25	2459	TC- Aug 2025 Lawn Maint			2,062.85	
	107213	*• Grounds Repairs & Maintenance*	*TC- Aug 2025 Lawn Maint*		2,062.85		
09/08/25	**28570**	**Auto Check**	**Highpockets Coffee LLC (00004416)**				**83.73**
	09/08/25	38320	Inv. 38320			83.73	
	107508	*• F&B Equipment Repairs & Maintenance*	*TC Espresso Machine Maint.*		83.73		
09/08/25	**28571**	**Auto Check**	**Kendrick Equipment (USA) LLC (00003867)**				**20,610.84**
	09/08/25	U52452	TC- ZAMBONI ENGINE REPLACEMENT			20,610.84	
	109010	*• Capital Improvements*	*TC- ZAMBONI ENGINE REPLACEMENT*		20,610.84		
09/08/25	**28572**	**Auto Check**	**KNDO/KNDU (00002825)**				**3,041.30**
	09/08/25	238965A-2	PBR 2025			3,041.30	
	107402	*• Event Advertising*	*PBR 2025*		3,041.30		
09/08/25	**28573**	**Auto Check**	**Lowe's Commercial Services (00002776)**				**1,481.89**
	09/08/25	95473	Inv. 95473 PO 5311			569.80	
	107212	*• Building Repairs & Maintenance*	*TC- Paint bleacher walls and pillars at Zamboni End*		569.80		
	09/08/25	86394	Inv. 86394 PO 5277			51.64	
	107212	*• Building Repairs & Maintenance*	*TC- Paint and Painting tools to paint office (Jocelyn's)*		51.64		
	09/08/25	74756	Inv. 74756 PO 5277			224.29	
	107212	*• Building Repairs & Maintenance*	*TC- Paint and Painting tools to paint office (Jocelyn's)*		224.29		
	09/08/25	86805	Inv. 86805 PO 5296			285.64	
	107406	*• Event Supplies*	*TC- PBR Trench & Dirt clean up*		285.64		
	09/08/25	868032	Inv. 868032 PO 5296			95.03	
	107406	*• Event Supplies*	*TC- PBR Trench & Dirt Clean-up*		95.03		
	09/08/25	86813	Inv. 86813 PO 5295			165.34	
	107212	*• Building Repairs & Maintenance*	*TC- Light Bulbs PO 5295*		165.34		
	09/08/25	94174	Inv. 94174 PO PBR Verbal			90.15	
				Due To/From TRCC	90.15		
09/08/25	**28574**	**Auto Check**	**MD Draft Team (00002835)**				**435.20**
	09/08/25	4888-22	TC FAUCETS CLEANED			435.20	
	107212	*• Building Repairs & Maintenance*	*TC FAUCETS CLEANED*		435.20		
09/08/25	**28575**	**Auto Check**	**Pacific Breeze (00003739)**				**359.88**

	09/08/25	29470444	TC-Air Diffuser Service		359.88	
	107304	*• Contracted Services*	*TC-Air Diffuser Service*	359.88		
09/08/25	**28576**	**Auto Check**	**Performance Systems Integration, LLC (00002981)**			**1,164.29**
	09/08/25	12707298	TC Kitchen Suppression Inspect		1,164.29	
	107209	*• Security & Fire Alarm System*	*TC-Kitchen Suppression Inspection*	1,164.29		
09/08/25	**28577**	**Auto Check**	**Reign Drop LLC (00003211)**			**519.23**
	09/08/25	S4176-25-6053	TC FOOD		305.76	
	101411	*• Inventory - Food*	*TC FOOD*	305.76		
	09/08/25	S4176-25-6054	TC FOOD		213.47	
	101411	*• Inventory - Food*	*TC FOOD*	213.47		
09/08/25	**28578**	**Auto Check**	**Roto-Rooter (00002782)**			**446.08**
	09/08/25	121373431	TC ARENA REPAIR/MAINT		446.08	
	107212	*• Building Repairs & Maintenance*	*TC ARENA REPAIR/MAINT WATER FILTER REPLACED*	446.08		
09/08/25	**28579**	**Auto Check**	**Springhill Suites of Kennewick (00002726)**			**147.04**
	09/08/25	89524	Hotel Rigger PBR 2025		147.04	
	107304	*• Contracted Services*	*Hotel Rigger PBR 2025*	147.04		
09/08/25	**28580**	**Auto Check**	**Townsquare Media-Tri Cities (00002784)**			**1,611.00**
	09/08/25	5833114-2	PBR 2025		1,611.00	
	107402	*• Event Advertising*	*PBR 2025*	1,611.00		
09/08/25	**28581**	**Auto Check**	**US Foods (00002786)**			**11,423.79**
	09/08/25	5814432	TC-Beer,Liquor,Food		5,515.65	
	101413	*• Inventory - Beer*	*TC Beer*	75.11		
	101415	*• Inventory - Liquor*	*TC Liquor*	349.20		
	101411	*• Inventory - Food*	*TC Food*	5,091.34		
	09/08/25	5792388	TC Kitchen Supplies PO 5316		67.21	
	107510	*• F&B Tools, Supplies & Equipment*	*TC Kitchen Supplies PO 5316*	67.21		
	09/08/25	5869518	TC Kitchen Supplies PO 5316		360.83	
	107510	*• F&B Tools, Supplies & Equipment*	*TC Kitchen Supplies PO 5316*	360.83		
	09/08/25	5792389	TC Kitchen Supplies PO 5316		364.17	
	107510	*• F&B Tools, Supplies & Equipment*	*TC Kitchen Supplies PO 5316*	364.17		
	09/08/25	5814431	TC Kitchen Supplies PO 5316		2,977.26	
	107510	*• F&B Tools, Supplies & Equipment*	*TC Kitchen Supplies PO 5316*	2,977.26		
	09/08/25	3039077	TC Food		157.79	
	101411	*• Inventory - Food*	*mfrantz@3riverscampus.com*	157.79		
	09/08/25	3058878	TC Food		1,213.21	
	101411	*• Inventory - Food*	*TC Food*	1,213.21		
	09/08/25	3058877	TC FOOD		767.67	
	101411	*• Inventory - Food*	*TC Food*	767.67		
09/08/25	**28582**	**Auto Check**	**VenuWorks, Inc. (00000894)**			**10,965.13**
	09/08/25	20509	Management Fee - Sept 2025		10,965.13	
	107306	*• VenuWorks Management Fee*	*Management Fee - Sept 2025*	10,965.13		
09/08/25	**28583**	**Auto Check**	**Victory Way Sports (00003164)**			**2,681.57**
	09/08/25	6541	Hockey Helmets		2,681.57	
	107510	*• F&B Tools, Supplies & Equipment*	*Hockey Helmets*	2,681.57		
09/08/25	**28584**	**Auto Check**	**Vistar Corporation (00002787)**			**1,585.25**
	09/08/25	700325-11	TC Food		1,585.25	
	101411	*• Inventory - Food*	*TC Food*	1,585.25		
09/08/25	**28585**	**Auto Check**	**Weaver Exterminating Service, Inc. (00002804)**			**165.38**
	09/08/25	33732	EXTERMINATING SERVICE-AREN AUG		165.38	
	107304	*• Contracted Services*	*EXTERMINATING SERVICE-AREN AUG*	165.38		
09/19/25		**Wire Transfer**	**The Odom Corporation (00002856)**			**776.86**
	09/19/25	10046973	TC Beer		776.86	
	101413	*• Inventory - Beer*	*TC Beer*	776.86		
09/15/25	**28586**	**Auto Check**	**Firehouse Elite Booster Inc. (00004424)**			**2,000.00**
	09/15/25	2025 River of Fire Parking	2025 River of Fire Parking		2,000.00	
	107404	*• Event Contracted Labor*	*2025 River of Fire Parking*	2,000.00		
09/15/25	**28587**	**Auto Check**	**Bond Craig (00002810)**			**175.00**

	09/15/25	Aug 2025 LTS Coaching	Aug 2025 LTS Coaching			175.00	
	107304	*• Contracted Services*		*Aug 2025 LTS Coaching*	175.00		
09/15/25	**28588**	**Auto Check**	**Bond Jennifer (00002941)**				**1,175.00**
	09/15/25	Aug 2025 LTS Coaching	Aug 2025 LTS Coaching			175.00	
	107304	*• Contracted Services*		*Aug 2025 LTS Coaching*	175.00		
	09/15/25	Sept 2025 LTS Coaching	Sept 2025 LTS Coaching			1,000.00	
	107304	*• Contracted Services*		*Sept 2025 LTS Coaching*	1,000.00		
09/15/25	**28589**	**Auto Check**	**Kaur Genna (00004198)**				**34.00**
	09/15/25	Aug 2025 LTS Coaching	Aug 2025 LTS Coaching			34.00	
	107304	*• Contracted Services*		*Aug 2025 LTS Coaching*	34.00		
09/15/25	**28590**	**Auto Check**	**McGrail Brynn (00004197)**				**40.00**
	09/15/25	Aug 2025 LTS Coaching	Aug 2025 LTS Coaching			40.00	
	107304	*• Contracted Services*		*Aug 2025 LTS Coaching*	40.00		
09/15/25	**28591**	**Auto Check**	**Skylar Rain Questal (00004369)**				**36.00**
	09/15/25	Aug 2025 LTS Coaching	Aug 2025 LTS Coaching			36.00	
	107304	*• Contracted Services*		*Aug 2025 LTS Coaching*	36.00		
09/15/25	**28592**	**Auto Check**	**Stafford Laura Alice (00004199)**				**34.00**
	09/15/25	Aug 2025 LTS Coaching	Aug 2025 LTS Coaching			34.00	
	107304	*• Contracted Services*		*Aug 2025 LTS Coaching*	34.00		
09/15/25	**28593**	**Auto Check**	**Tim Berry (00002808)**				**63.00**
	09/15/25	Aug 2025 LTS Coaching	Aug 2025 LTS Coaching			63.00	
	107304	*• Contracted Services*		*Aug 2025 LTS Coaching*	63.00		
09/15/25	**28594**	**Auto Check**	**Volz, Madeline (00004258)**				**18.00**
	09/15/25	Aug 2025 LTS Coaching	Aug 2025 LTS Coaching			18.00	
	107304	*• Contracted Services*		*Aug 2025 LTS Coaching*	18.00		
09/26/25		**Wire Transfer**	**Backstage Entertainment Services LLC (00004419)**				**18,060.00**
	09/26/25	9				18,060.00	
	107401	*• Outside Event Expense*		*Stagehands for Old Dominion*	18,060.00		
09/26/25		**Wire Transfer**	**Rocky Mountain Rigging (00002781)**				**15,058.80**
	09/26/25	Old Dominion				15,058.80	
	107401	*• Outside Event Expense*		*Rigging for Old Dominion*	15,058.80		
09/22/25		**Wire Transfer**	**King Beverage Inc. (00002728)**				**5,122.20**
	09/22/25	3184706	TC Beer			201.00	
	101413	*• Inventory - Beer*		*TC Beer*	201.00		
	09/22/25	3183641	TC Beer			4,921.20	
	101413	*• Inventory - Beer*		*TC Beer*	4,921.20		
09/25/25		**Wire Transfer**	**Washington State Department of Revenue (00002989)**				**2,839.05**
	09/25/25	TOYO B&O Tax due Aug 2025				2,839.05	
	102310	*• Sales Tax Payable - State*		*Aug 2025 taxes due*	814.88		
	107603	*• B&O Taxes*		*Aug 2025 taxes due*	2,024.17		
09/26/25		**Wire Transfer**	**Messina Touring Group (00002886)**				**5,333.18**
	09/26/25	Ernest merch to show				5,333.18	
	102150	*• A/P Settlements*		*Ernest merch proceeds to show*	5,333.18		
09/26/25		**Wire Transfer**	**Messina Touring Group (00002886)**				**23,272.78**
	09/26/25	Old Dominion merch to show				23,272.78	
	102150	*• A/P Settlements*		*Old Dominion merch proceeds to show*	23,272.78		
09/24/25	**28595**	**Auto Check**	**Purple Star Winery (00003384)**				**840.00**
	09/24/25	24750	Event Wine- Old Dominon			840.00	
	107402	*• Event Advertising*		*TC-Event Wine- Old Dominon*	840.00		
09/25/25	**28596**	**Auto Check**	**Abbott Michael (00002770)**				**185.00**
	09/25/25	448-017767	TC-Filta Fryer Service			185.00	
	107212	*• Building Repairs & Maintenance*		*TC-Filta Fryer Service*	185.00		
09/25/25	**28597**	**Auto Check**	**Apollo Heating and Air Conditioning (00002933)**				**1,372.56**
	09/25/25	940068393	TC HVAC Repair			1,372.56	
	107210	*• HVAC Repairs & Maintenance*		*TC HVAC Repair*	1,372.56		

09/25/25	**28598**	**Auto Check**	**Bargreen Ellingson (00002736)**				**24,421.56**
09/25/25	012073162		TC FYRERS			19,637.85	
109010	*• Capital Improvements*			*6 Gas Floor Fryers- Pitco/ 6 hose connectors Funky Chicken & Basement Chicken*	19,637.85		
09/25/25	012073217		TC CIP PO 5289			4,783.71	
109010	*• Capital Improvements*			*Hot Serving Table and Hot Box for Section A Mac Daddys Inv. 1 of 2*	4,783.71		
09/25/25	**28599**	**Auto Check**	**Brashear Electric, Inc. (00002756)**				**897.60**
09/25/25	43418		TC PBR Set up			897.60	
104327	*• Reimbursed Contract Labor*			*TC PBR Set up*	897.60		
09/25/25	**28600**	**Auto Check**	**Cascade Natural Gas (00000161)**				**68.40**
09/25/25	44466100003 08/09/25-09/10/25		44466100003			68.40	
107217	*• Natural Gas*			*TC 08/09/25-09/10/25*	68.40		
09/25/25	**28601**	**Auto Check**	**Cascade Natural Gas (00000161)**				**1,004.26**
09/25/25	63466100003 08/09/25-09/10/25		63466100003			1,004.26	
107217	*• Natural Gas*			*08/09/25-09/10/25*	1,004.26		
09/25/25	**28602**	**Auto Check**	**Coca-Cola (00000213)**				**5,568.00**
09/25/25	174802		TC Food			5,568.00	
101411	*• Inventory - Food*			*TC Food*	5,568.00		
09/25/25	**28603**	**Auto Check**	**Concessions Supply (00002860)**				**1,916.66**
09/25/25	255031		TC Food			1,916.66	
101411	*• Inventory - Food*			*TC Food*	1,916.66		
09/25/25	**28604**	**Auto Check**	**Cougar Digital Marketing & Design (00002861)**				**99.00**
09/25/25	15611		Inv. 15611			99.00	
107302	*• Venue Marketing & Non-Event Advertising*			*TC Website Maintenance*	99.00		
09/25/25	**28605**	**Auto Check**	**Culligan Water Conditioning (00002766)**				**219.23**
09/25/25	159223		TC WATER/COOLER			219.23	
107102	*• Office Supplies*			*TC WATER/COOLER*	219.23		
09/25/25	**28606**	**Auto Check**	**Frontier Fence, Inc. (00002771)**				**7,239.84**
09/25/25	0076160		TC Fence			7,239.84	
				Due To/From TRCC	7,239.84		
09/25/25	**28607**	**Auto Check**	**Imagicomm Yakima (00004392)**				**3,756.58**
09/25/25	115318-1		TC PBR 2025			3,756.58	
107402	*• Event Advertising*			*TC PBR 2025*	3,756.58		
09/25/25	**28608**	**Auto Check**	**KNDO/KNDU (00002825)**				**706.35**
09/25/25	238965A-3		TC PBR 2025			706.35	
107402	*• Event Advertising*			*TC PBR 2025*	706.35		
09/25/25	**28609**	**Auto Check**	**Lowe's Commercial Services (00002776)**				**629.72**
09/25/25	88920		88920 PO 5325			141.94	
107601	*• Ice-Related Expenses*			*TC -Ice In*	141.94		
09/25/25	78007		TC PO 5338			196.48	
107213	*• Grounds Repairs & Maintenance*			*TC Parking Lot Paint PO 5338*	196.48		
09/25/25	76474		TC PO 5324			154.97	
107213	*• Grounds Repairs & Maintenance*			*TC 3 100ft Garden Hoses PO 5324*	154.97		
09/25/25	88995		TC Cleaning Supplies			136.33	
107201	*• Tools & Supplies*			*TC Cleaning Supplies PO 5332*	136.33		
09/25/25	**28610**	**Auto Check**	**Pacific Breeze (00003739)**				**359.88**
09/25/25	30427903		TC Deodorizer			359.88	
107304	*• Contracted Services*			*TC Deodorizer*	359.88		
09/25/25	**28611**	**Auto Check**	**Pacific Fire Inspection Services (00002879)**				**590.00**
09/25/25	2509151030		TC Fire Inspection 2025			590.00	
107209	*• Security & Fire Alarm System*			*TC Fire Inspection 2025*	590.00		
09/25/25	**28612**	**Auto Check**	**Performance Systems Integration, LLC (00002981)**				**1,014.48**
09/25/25	12712656		TC KIT. Suppressi SC			1,014.48	
107209	*• Security & Fire Alarm System*			*TC KIT. Suppressi SC*	1,014.48		

09/25/25	**28613**	**Auto Check**	**Sinclair Broadcast Group (00003118)**				**3,978.00**
	09/25/25	AR2405219-2	TC PBR 2025			3,157.75	
	107402	*• Event Advertising*		*TC PBR 2025*	3,157.75		
	09/25/25	AR2405219-3	TC PBR 2025			820.25	
	107402	*• Event Advertising*		*TC PBR 2025*	820.25		
09/25/25	**28614**	**Auto Check**	**Springhill Suites of Kennewick (00002726)**				**294.08**
	09/25/25	89525 ROOM 524 09/03/25	TC PBR Rigger			147.04	
	107401	*• Outside Event Expense*		*TC PBR Rigger Room 524 Issel*	147.04		
	09/25/25	89526 Room 303 Issel	TC PBR Rigger Room 303 Issel			147.04	
	107401	*• Outside Event Expense*		*TC PBR Rigger Room 524 Issel*	147.04		
09/25/25	**28615**	**Auto Check**	**Stephens Media Group (00002844)**				**7,327.00**
	09/25/25	MC-1250816079	TC PBR 2025			7,327.00	
	107402	*• Event Advertising*		*TC PBR 2025*	7,327.00		
09/25/25	**28616**	**Auto Check**	**Sunbelt Rentals, Inc. (00002783)**				**1,366.73**
	09/25/25	173564059-0002	TC PBR 2025			1,366.73	
	107410	*• Event Rental Equipment*		*TC PBR 2025*	1,366.73		
09/25/25	**28617**	**Auto Check**	**US Foods (00002786)**				**8,167.93**
	09/25/25	3660820	TC Food/Liquor			4,055.25	
	101411	*• Inventory - Food*		*TC Food*	3,920.46		
	101415	*• Inventory - Liquor*		*TC Liquor*	134.79		
	09/25/25	3660821	TC Food			48.41	
	101411	*• Inventory - Food*		*TC Food*	48.41		
	09/25/25	3660819	TC Food			4,064.27	
	101411	*• Inventory - Food*		*TC Food*	4,064.27		
09/25/25	**28618**	**Auto Check**	**Vistar Corporation (00002787)**				**1,530.29**
	09/25/25	700325-9	TC Food			1,530.29	
	101411	*• Inventory - Food*		*TC Food*	1,530.29		
09/25/25	**28619**	**Auto Check**	**Weaver Exterminating Service, Inc. (00002804)**				**495.04**
	09/25/25	34166	TC Monthly Rodent Control			329.66	
	107304	*• Contracted Services*		*TC Monthly Rodent Control Sept 2025*	329.66		
	09/25/25	34164	RB Monthly Rodent Control			165.38	
	107304	*• Contracted Services*		*Rink B Monthly Rodent Control Sept 2025*	165.38		
09/26/25	**28620**	**Auto Check**	**Boskovich Paul (00002984)**				**250.00**
	09/26/25	25-092365	Event Labor Old Dominion			250.00	
	107039	*• Event Labor - Other*		*Event Labor Old Dominion*	250.00		
09/26/25	**28621**	**Auto Check**	**Emineth Adrianne (00003013)**				**250.00**
	09/26/25	25-321366	Event Labor Old Dominion			250.00	
	107039	*• Event Labor - Other*		*Event Labor Old Dominion*	250.00		
09/26/25	**28622**	**Auto Check**	**Virginia Duarte (00003960)**				**250.00**
	09/26/25	25-0925366	Event Labor Old Dominion			250.00	
	107039	*• Event Labor - Other*		*Event Labor Old Dominion*	250.00		

09/30/25		**Wire Transfer American Payment Solutions - APS (00002969)**				**108.75**
	09/30/25	TOYO CC Fees Sept 2025			108.75	
	107310	• *Credit Card Fees*	*TOYO CC Fees Sept 2025*	108.75		
09/30/25		**Wire Transfer Toast Inc (00004170)**				**1,484.05**
	09/30/25	POS Fees Sept 2025			1,484.05	
	107510	• *F&B Tools, Supplies & Equipment*	*V-13450 Toast Inc/POS Fees Sept 2025*	1,484.05		
09/30/25		**Wire Transfer Fintech (00003296)**				**26.47**
	09/30/25	16345225			26.47	
	107514	• *F&B Credit Card & Banking Fees*	*Fintech fee TOYO Sept 2025*	26.47		

Total Paid Toyota Center Operating: 298,595.69

TOYO Sterling Box Office Account

09/30/25		**Wire Transfer AMERICAN EXPRESS (00003298)**				**92.61**
	09/30/25	Box Office CC fees Sept 2025			92.61	
	107310	• *Credit Card Fees*	*V-13454 AMERICAN EXPRESS/Box Office CC fees Sept 2025*			
			Credit Card Fees	92.61		

Total Paid Toyota Center Box Office: 92.61

Total Paid Toyota Center COMBINED: 298,688.30

I, Jessica Platt, 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.

Jessica Platt

Jessica Platt, Finance Director

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

Check numbers 28556-28622		$ 212,717.98
Electronic transfers - Operations		85,970.32
	Total	$ 298,688.30

Exceptions:

Council Agenda Coversheet	Item Number:	4.d.	Date:	11/4/2025	Category: Consent Agenda
KENNEWICK WASHINGTON	Item Type:	General Business Item			
	Subject:	**Claims Roster: Columbia Park Golf Course Account**			
	Department:	Finance			

Recommendation

Staff recommends Council approve the Claims Roster for the Columbia Park Golf Course Account for September 2025.

Motion for Consideration

Motion to approve the Claims Roster for the Columbia Park Golf Course Account for September 2025 in the amount of $51,551.95 consisting of check numbers 2963-2974 and 2991-2999 in the amount of $12,570.82 and electronic transfers in the amount of $38,981.13.

Summary

Alternatives

Fiscal Impact

$51,551.95

Attachments:

1. Claims Roster

COLUMBIA PARK GOLF COURSE FUND
CHECK REGISTER
SEPTEMBER 2025

Check Number	Vendor Check Name	Check Date	Amount	Type
2963	CINTAS CORPORATION	9/9/2025	$145.64	Check
2964	COLEMAN OIL COMPANY	9/9/2025	$452.49	Check
2965	GT GOLF SUPPLIES	9/9/2025	$510.74	Check
2966	KENNEWICK GOLF CORPORATION	9/9/2025	$5,417.33	Check
2967	PEPSI-COLA BOTTLING OF PASCO	9/9/2025	$396.60	Check
2968	PLANET TURF	9/9/2025	$1,102.17	Check
2969	R&R PRODUCTS, INC.	9/9/2025	$320.20	Check
2970	SIMPLOT TURF & HORTICULTURE	9/9/2025	$70.73	Check
2971	TOTAL E	9/9/2025	$438.00	Check
2972	WAMBEKE WINDOW WASHING	9/9/2025	$125.00	Check
2973	YELP	9/9/2025	$40.00	Check
2974	COLUMBIA POINT GOLF COURSE	9/23/2025	384.60	Check
A00002991	CASTLE ROCK SOLUTIONS, INC.	9/23/2025	$122.90	Check
A00002992	CINTAS CORPORATION	9/23/2025	$145.64	Check
A00002993	CITY OF KENNEWICK	9/23/2025	$477.84	Check
A00002994	COLEMAN OIL COMPANY	9/23/2025	$1,093.93	Check
A00002996	MERCANTILE SYSTEMS, INC.	9/23/2025	$243.00	Check
A00002997	PEPSI-COLA BOTTLING OF PASCO	9/23/2025	$470.17	Check
A00002998	PLANET TURF	9/23/2025	$505.14	Check
A00002999	SENSKE SERVICES	9/23/2025	$108.70	Check
ADPTS 4825621	ADP TOTAL SOURCE (AUTOPAY)	9/11/2025	$2,258.07	EFT
WADOR 0048689245	DEPARTMENT OF REVENUE	9/25/2025	$9,577.82	EFT
324	AUSTIN MILLER	9/15/2025	600.00	EFT
Paid by ACH	ADP TOTAL SOURCE (AUTOPAY)	9/5/2025	10,991.14	EFT
Paid by ACH	ADP TOTAL SOURCE (AUTOPAY)	9/19/2025	9,993.50	EFT
Paid by ACH	ELAN (MONTHLY CREDIT CARD CHGS)	9/30/2025	3,168.97	EFT
Bank Deduction	MERCHANT SERVICES	9/2/2025	1,835.94	EFT
Bank Deduction	US Bank	9/15/2025	42.61	EFT
Paid by ACH	NATIONWIDE	9/1/2025	$513.08	EFT
			$51,551.95	

I, Jessica Platt, 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.

Jessica Platt

Jessica Platt, Finance Director

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

Check numbers: 2963-2974 and 2991-2999	$	12,570.82
Electronic transfers	$	38,981.13
Total	$	51,551.95

Exceptions:

Check Number	Vendor Check Name	Check Dated		Amount	Debit	Credit
2963	CINTAS CORPORATION	9/9/2025		$145.64		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$145.64
	PURCH	51900-080-244-00	CONTRACT SERVICES		$90.45	
	PURCH	51900-060-244-00	CONTRACT SERVICES		$55.19	
2964	COLEMAN OIL COMPANY	9/9/2025		$452.49		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$452.49
	PURCH	58300-060-244-00	FUEL & OIL MAINTENANCE		$358.19	
	PURCH	58300-050-244-00	FUEL & OIL GOLF		$94.30	
2965	GT GOLF SUPPLIES	9/9/2025		$510.74		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$510.74
	PURCH	47150-050-244-00	COGS MERCHANDISE		$510.74	
2966	KENNEWICK GOLF CORPORATION	9/9/2025		$5,417.33		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$5,417.33
	PURCH	59600-080-244-00	ACCOUNTING FEES		$1,355.00	
		59610-080-244-00	MANAGEMENT FEE		$4,062.33	
2967	PEPSI-COLA BOTTLING OF PASCO	9/9/2025		$396.60		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$396.60
	PURCH	49200-070-244-00	COGS - SOFT BEVERAGE		$339.00	
	PURCH	49150-070-244-00	COGS - PACKAGED FOOD		$47.10	
	PURCH	51900-060-244-00	CONTRACT SERVICES		$10.50	
2968	PLANET TURF	9/9/2025		$1,102.17		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$1,102.17
	PURCH	56700-060-244-00	MATERIALS - SEED (TEES)		$1,102.17	
2969	R&R PRODUCTS, INC.	9/9/2025		$320.20		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$320.20
	PURCH	55850-050-244-00	COURSE ACCESSORIES GOLF		$320.20	
2970	SIMPLOT TURF & HORTICULTURE	9/9/2025		$70.73		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$70.73
	PURCH	57000-060-244-00	CHEMICALS - FERTILIZER		$70.73	
2971	TOTAL E INTEGRATED INC.	9/9/2025		$438.00		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$438.00
	PURCH	51900-050-244-00	CONTRACT SERVICES		$438.00	
2972	WAMBEKE WINDOW WASHING	9/9/2025		$125.00		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$125.00
	PURCH	51900-080-244-00	CONTRACT SERVICES		$125.00	
2973	YELP	9/9/2025		$40.00		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$40.00
	PURCH	53100-080-244-00	ADVERTISING & MARKETING		$40.00	
2974	COLUMBIA POINT GOLF COURSE	9/9/2025		$384.60		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$384.60
	PURCH	50100-080-244-00	SALARIES		$192.30	
	PURCH	50100-060-244-00	SALARIES		$192.30	
A00002991	CASTLE ROCK	9/23/2025		$122.90		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$122.90
	PURCH	51900-080-244-00	CONTRACT SERVICES		$122.90	
A00002992	CINTAS	9/23/2025		$145.64		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$145.64
	PURCH	51900-060-244-00	CONTRACT SERVICES		$51.30	
	PURCH	51900-080-244-00	CONTRACT SERVICES		$94.34	
A00002993	CITY OF KENNEWICK	9/23/2025		$477.84		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$477.84
	PURCH	52200-060-244-00	UTILITIES - GAS & ELECTRIC		$64.36	
	PURCH	52210-060-244-00	IRRIGATION ELECTRICITY		$413.48	
A00002994	COLEMAN OIL	9/23/2025		$1,093.93		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$1,093.93
	PURCH	58300-060-244-00	FUEL & OIL MAINTENANCE		$893.93	
		58300-050-244-00	FUEL & OIL MAINTENANCE		$200.00	
A00002996	MERCANTILE SYSTEMS, INC.	9/23/2025		$243.00		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$243.00
	PURCH	51800-080-244-00	PROFESSIONAL SERVICES		$243.00	

A00002997	PEPSI-COLA BOTTLING OF PASCO	9/23/2025		$470.17		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$470.17
	PURCH	49150-070-244-00	COGS - PACKAGED FOOD		$96.67	
	PURCH	49200-070-244-00	COGS - SOFT BEVERAGE		$352.50	
	PURCH	51900-060-244-00	CONTRACT SERVICES		$21.00	
A00002998	PLANET TURF	9/23/2025		$505.14		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$505.14
	PURCH	58100-060-244-00	EQUIPMENT PARTS		$505.14	
A00002999	SENSKE SERVICES	9/23/2025		$108.70		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$108.70
	PURCH	51900-060-244-00	CONTRACT SERVICES		$108.70	
ADTPS 4825621	ADP TOTAL SOURCE (AUTOPAY)	9/11/2025		$2,258.07		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$2,258.07
	PURCH	50800-050-244-00	HEALTH BENEFITS		$685.57	
		50800-060-244-00	HEALTH BENEFITS		$1,572.50	
WA DOR 0048253822	WASHINGTON STATE DEPARTMENT OF REVENUE	9/25/2025		$9,577.82		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$9,577.82
	PURCH	20300-000-244-00	SALES TAX PAYABLE		$7,219.17	
	PURCH	91101-000-244-00	OTHER STATE TAX		$2,358.65	
324	AUSTIN MILLER	9/25/2025		$600.00		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP			$600.00
	PURCH	53200-080-244-00	PROMO & ENTERTAINMENT		$600.00	
Paid by ACH	ADP TOTAL SOURCE (AUTOPAY)	9/5/2025		$10,991.14		
	PAY	50000-000-244-00	TEMPORARY ACCT			$10,991.14
	PURCH	48100-050-244-00	INSTRUCTION		$143.01	
	PURCH	50200-050-244-00	HOURLY WAGES		$4,994.71	
	PURCH	50200-060-244-00	HOURLY WAGES		$4,436.76	
	PURCH	50400-050-244-00	SALES COMMISSIONS		$190.00	
	PURCH	50800-050-244-00	HEALTH BENEFITS			$64.94
	PURCH	50800-060-244-00	HEALTH BENEFITS			$302.44
	PURCH	50950-050-244-00	COMBINED ADMIN, TAXES, W/C		$890.03	
	PURCH	50950-060-244-00	COMBINED ADMIN, TAXES, W/C		$647.41	
	PURCH	50950-080-244-00	COMBINED ADMIN, TAXES, W/C		$28.91	
	PURCH	52100-050-244-00	CELL PHONE		$27.69	
Paid by ACH	ADP TOTAL SOURCE (AUTOPAY)	9/19/2025		$9,993.50		
	PAY	50000-000-244-00	TEMPORARY ACCT			$9,993.50
	PURCH	48100-050-244-00	INSTRUCTION		$361.15	
	PURCH	50200-050-244-00	HOURLY WAGES		$4,935.30	
	PURCH	50200-060-244-00	HOURLY WAGES		$3,586.31	
	PURCH	50400-050-244-00	SALES COMMISSIONS		$0.00	
	PURCH	50800-050-244-00	HEALTH BENEFITS			$64.94
	PURCH	50800-060-244-00	HEALTH BENEFITS			$302.44
	PURCH	50950-050-244-00	COMBINED ADMIN, TAXES, W/C		$884.90	
	PURCH	50950-060-244-00	COMBINED ADMIN, TAXES, W/C		$536.62	
	PURCH	50950-080-244-00	COMBINED ADMIN, TAXES, W/C		$28.91	
	PURCH	52100-050-244-00	CELL PHONE		$27.69	
Paid by ACH	ELAN (MONTHLY CREDIT CARD CHARGES)	9/30/2025		$3,168.97		
	PAY	50000-000-244-00	TEMPORARY ACCT			$3,168.97
	PURCH	47150-050-244-00	COGS MERCHANDISE		$959.04	
	PURCH	49150-070-244-00	COGS - PACKAGED FOOD		$75.32	
	PURCH	49200-070-244-00	COGS - SOFT BEVERAGE		$233.49	
	PURCH	51500-060-244-00	TRAVEL LODGING & ENTERTAINMENT		$187.03	
	PURCH	51900-050-244-00	CONTRACT SERVICES		$237.50	
	PURCH	52100-060-244-00	TELECOMMUNICATIONS		$162.10	
	PURCH	52300-060-244-00	GARBAGE & DEBRIS REMOVAL		$142.00	
	PURCH	52400-080-244-00	JANITORIAL SUPPLIES		$10.65	
	PURCH	52500-080-244-00	OFFICE SUPPLIES		$172.09	
	PURCH	52800-080-244-00	SUBSCRIPTIONS & PUBLICATIONS		$9.34	
	PURCH	53100-080-244-00	ADVERTISING & MARKETING		$93.68	
	PURCH	53200-080-244-00	PROMO & ENTERTAINMENT		$118.58	
	PURCH	53300-050-244-00	DECORATIONS		$15.00	
	PURCH	55000-050-244-00	GOLF CART PARTS		$691.14	
	PURCH	55800-060-244-00	OTHER DEPARTMENT SUPPLIES		$62.01	
Bank Deduction	MERCHANT SERVICES	9/2/2025		$1,835.94		
	PAY	10420-000-244-00	OPERATING CHECKING ACCT - US Bank			$1,835.94
	PURCH	54000-080-244-00	BANK CHARGES		$1,835.94	
Bank Deduction	US Bank	9/15/2025		$42.61		

	PAY	10420-000-244-00	OPERATING CHECKING ACCT - US Bank			$42.61
	PURCH	54000-080-244-00	BANK CHARGES		$42.61	
NATIONWIDE 0925	NATIONWIDE	9/1/2025		$513.08		
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP	`		$513.08
	PURCH	18400-000-244-00	PREPAID GEN LIAB INS		$513.08	

Council Agenda Coversheet					Category:
	Item Number:	4.e.	**Date:**	11/4/2025	Consent Agenda
	Item Type:	General Business Item			
	Subject:	**Payroll Roster: For the Pay Period Ending 10/15/2025**			
	Department:	Finance			

Recommendation

Staff recommends that Council approve the payroll roster as presented.

Motion for Consideration

Motion to approve the payroll roster for the pay period ending 10/15/2025.

Summary

None.

Alternatives

None.

Fiscal Impact

10/15/2025 Total: $2,953,356.73

Attachments:

1. Roster

Payroll Roster for Pay Period Ending 10/15/2025

All Departments:	
City Attorney	22,024.55
City Council	5,290.00
City Manager	22,520.76
Civil Service	3,795.93
Community Planning	29,749.57
Economic Development	918.00
Engineering	62,686.83
Finance	71,999.77
Fire	124,185.27
Human Resources	28,031.68
Management Services	95,792.00
Non-Departmental	3,122.42
Parks, Recreation & Facilities	137,309.90
Police	572,846.27
Subtotal - General Fund	**1,180,272.95**
BI-PIN	16,169.54
Building Safety	49,548.10
Community Development	3,734.24
Criminal Justice	109,499.09
Equipment Rental	13,915.09
Medical Services	499,303.57
Risk Management	4,020.50
Stormwater	27,013.51
Street	48,817.49
Water & Sewer	178,139.34
Subtotal - Other Funds	**950,160.47**
Total Salaries and Wages	**2,130,433.42**

Benefits

Dental Insurance	25,849.47
DRS Retirement	114,242.92
Employee Assistance Program	28.36
Life Insurance	5,414.10
Long-Term Disability Insurance	6,388.81
Medical Expense Reimbursement Plan	3,412.50
Medical Insurance	376,108.07
Medicare	30,166.63
MissionSquare Deferred Compensation	92,595.24
Social Security (OASDI)	91,046.46
Vision Insurance	3,602.75
WA Paid Family & Medical Leave	5,381.29
Worker's Compensation Insurance	68,686.71
Total Benefits	**822,923.31**
Grand Total	**$2,953,356.73**

I, Jessica Platt, Finance Director, at the direction of the Council, do hereby certify that the Payroll hereinabove specified is approved for payment in the amount of $2,953,356.73 comprised of check numbers 78134 through 78140 and direct deposit numbers 240409 through 240881.

Approved for payment:

Jessica Platt

Jessica Platt, Finance Director

Council Agenda Coversheet					
	Item Number:	4.f.	**Date:**	11/4/2025	**Category:** Consent Agenda
	Item Type:	General Business Item			
	Subject:	**Lobbying: 2026 State Legislative Agenda**			
	Department:	City Manager			

Recommendation

Staff recommends Council approve the 2026 State Legislative Agenda as presented.

Motion for Consideration

Motion to approve the 2026 State Legislative Agenda as presented.

Summary

At the City Council Workshop on October 28, 2025, Briahna Murray, a Partner and Lobbyist with Gordon Thomas Honeywell Government Relations, delivered a comprehensive presentation on the proposed agenda. During her presentation, she shared background information and context regarding the key priorities, as well as insightful perspectives and strategies for consideration.

Once this agenda is approved, the City Council, with Ms. Murray present, will convene with our state legislators at a special workshop scheduled for December 9, 2025, starting at 5:30 p.m. Ms. Murray will continue to advocate for these items throughout the upcoming legislative session with updates throughout the coming months.

Alternatives

Alternatives include striking priorities from the agenda or denying approval of the agenda as a whole. These options are not recommended.

Fiscal Impact

Attachments:

1. Priorities

2026

Top Legislative Priorities

City of Kennewick Government

Kennewick Activity Center Asbestos Abatement

The Kennewick Activity Center provides a space for community sports and activities. The city requests $90,000 in state funding for asbestos abatement for the second floor of the Center. The second floor of the building remains closed due to asbestos. Once fully operational, the Center can open for community programming.

Toyota Center HVAC System

The Kennewick Toyota Center is a multifunctional facility that hosts conventions, special events, trade shows, and concerts. The city requests assistance in identifying $300,000 to replace the failing HVAC and implement safety improvements.

Community Connectivity: At-Grade Rail Solutions Study

A United Pacific (UP) and Burlington Northern Santa Fe (BNSF) rail line runs through the Kennewick community, with several at-grade rail crossings. In downtown Kennewick, there are three at-grade rail crossings: Washington, Benton and Fruitland). Additionally, there are two in west Kennewick: Kellogg and Edison. The crossings cause delays of up to 20 minutes for residents. The City requests $300,000 to study potential solutions to improve safety and alleviate traffic delays, including grade-separation and other enhancements, as rail traffic increases in the region with the completion of improvements at Stampede Pass.

MAJOR PROJECTS ON THE HORIZON

Columbia Center Boulevard Widening

Columbia Center Boulevard is one of Kennewick's main arterial streets and is a freight corridor. The Boulevard serves the existing Columbia Center Mall, Costco, Toyota Center, and Three Rivers Convention Center and experiences continuously high traffic volumes. Kennewick requests $14.7 million to add a south and northbound lane to Columbia Center Boulevard from Quinault to Deschutes Avenues. The project is recognized regionally as #3 on the Benton-Franklin Council of Government's Top Six Regional Transportation Projects.

Community Pool Replacement

The Kennewick Pool is nearing end-of-life and will need replacement within five years. The City is exploring a partnership with Kennewick School District to replace the pool and hopes that the state will be a partner as the project is refined (estimated at $11-20M depending on scope).

City Hall Replacement

City Hall was built about 60 years ago and has millions of dollars' worth of needed repairs, from a leaky roof to failing and outdated heating, ventilation and air conditioning and information technology. City staff have run out of room in the building for workers and needed storage space for files and equipment. The city is currently drafting an RFP to select an architecture firm to conduct a renovation analysis and determine the cost and process of building a new city hall. (current estimate before scoping is $35M)

Southridge Fire Station

Kennewick plans to construct a new fire station in the Southridge area to meet the needs of this fast-growing area of the city – over the next 20 years, it is expected that 3,500 homes, 1,800 apartment buildings, and more than 1 million square feet of commercial office space will be constructed in the area.

2026

Policy Issues

City of Kennewick Government

Policy Statements

The City of Kennewick supports the efforts of the Association of Washington Cities. Below are issue areas of emphasis that the City follows with close attention and engagement:

Infrastructure Funding:

The City of Kennewick supports increased funding to state grant programs for local infrastructure, including the Public Works Assistance Account, grant programs through the Recreation and Conservation Office, the Transportation Improvement Board and other like grant programs.

Water Quality /PFAS:

The City of Kennewick is committed to providing quality water to its current and future residents. The City is interested in any guidance on biosolids as our new facility comes online.

Homelessness:

The City of Kennewick has taken a compassionate approach to managing individuals experiencing homelessness within the community. The City asks that the Legislature honor this approach, including maintaining the ability to regulate encampments in public rights-of-way.

Public Safety:

The City of Kennewick transitioning from FLOCK to Axon cameras and upgrading law enforcement technology as force multipliers. Any relevant policies to these ongoing updates would be of interest.

Public Defense:

The City of Kennewick is responsible for providing public defense services to indigent defendants of misdemeanor charges. The City asks for the state's partnership in recruiting public defenders and allocating the necessary funding needed to meet public defense caseload standards under consideration by the Washington State Supreme Court.

Local Community Decision-Making:

The City of Kennewick conducts significant public processes and community engagement when developing local policies. The City calls on the Legislature to honor this community-driven process and allow decisions to be made locally, particularly in relation to land use and right-of-way management.

Fiscal Sustainability:

The City of Kennewick urges the Legislature to approve policies and tools that allow local governments to maintain fiscally sustainable budgets that keep pace with inflation, such as removing the 1% cap on property tax levies.

Juvenile Interrogations:

The City of Kennewick joins stakeholders in requesting that the Legislature clarify a 2021 law ensuring that juveniles who are suspects of a crime are provided with an attorney prior to being questioned by law enforcement, but that juveniles who are witnesses to or victims of a crime can otherwise be interrogated by law enforcement.

Rising Labor Costs

The City of Kennewick urges the Legislature to consider local costs when addressing labor-related issues, including PERS cost-of-living increases, expanded eligibility for the state Paid Family Medical Leave program, and impacts to collective bargaining.

Council Agenda Coversheet	Item Number:	4.g.	Date:	11/4/2025	Category: Consent Agenda
	Item Type:	Contract/Agreement/Lease			
	Subject:	**Contract: CompuNet Microsoft G3 Licensing**			
	Department:	Executive Services			

Recommendation

Staff recommends approval of the software licensing adjustment as it leverages Onmia NCPA 01-107 for procurement and the one-year contract allows adjustment of licensing in 2026 for adjustments due to potential staff changes.

Motion for Consideration

Motion to approve the Microsoft 365 G3 1-year contract for a total cost (inclusive of tax) $202,118.63.

Summary

The City has traditionally leveraged Office/CAL licensing instead of G3. Our multi-year contract for Microsoft is ending Nov 30, 2025 and must be replaced with the new Cloud Pricing Model for Microsoft licensing. As we have not modified Microsoft licensing in roughly five years, this new pricing model and contract take a conservative approach to allow for staff fluctuation due to seasonal hires. This helps to control costs as much as possible until we have history of use and actual needs. Staff will then work to secure a multi-year contract and tighten licensing costs as close as possible.

Alternatives

We could reduce license count a little tighter but then will have to budget adjust for seasonal hires in 2026 where the bulk of this contract would cover the seasonal upswing.

Fiscal Impact

The difference in pricing from the legacy licensing model and this proposed contract for licensing is $58,598.99 for one year. Extending the licensing across the biennium with the expected count would be $117,198.00.

Attachments:

1. Contract

Mark Friedman
509-795-8276
mfriedman@compunet.biz
Quote #: MF260010

Microsoft 365 G3 - 1 Year - PrePaid

Contract Information
All, OMNIA, NCPA 01-107

Quote Information:

Quote #: MF260010

Version: 3
Quote Date: 10/28/2025
Expiration Date: 10/31/2025

Prepared for:

City of Kennewick

Tracy Troutman
(509) 585-4596
tracy.troutman@ci.kennewick.wa.us

Bill To:

City of Kennewick

Accounts Payable
PO Box 6108

Kennewick, WA 99336
AP@ci.kennewick.wa.us

Ship To:

City of Kennewick

Tracy Troutman
210 W 6th Ave

Kennewick, WA 99336

Important Activation Details

Cancellation Notice

City of Kennewick has 7 days after the order has been placed to make any modifications or cancellations to the subscription. Once 7 days commences, no seat decreases or cancellations will be allowed until the end of the initial term. If CompuNet places the order on your behalf, all transactions will occur during standard business hours M-F, 7:00 am- 6:00 pm MST. All modification or cancellation requests must be sent to CompuNet at help@compunet.biz or by calling 1-800-822-2841. Modifications and/or cancellations will only occur during standard business hours. If Customer cancels or suspends subscription in the middle of the term, Customer will be invoiced in full for the remaining amount of the subscription.

Pre Paid Annual Subscription

Mfg Part Number	Product Description	Qty	Recurring Price	Total Recurring Price
NCE-GCC-CFQ7TTC0J1ZM:0003	Microsoft 365 G3 (Governmental Community Cloud Pricing)	475	$388.80	$184,680.00
NCE-GCC-CFQ7TTC0JXCZ:000F	Microsoft Teams Audio Conferencing with dial-out to USA/CAN (Governmental Community Cloud Pricing)	475	$0.00	$0.00
NCE-GCC-CFQ7TTC0H9MP:0009	Power BI Pro (Governmental Community Cloud Pricing)	1	$118.80	$118.80
NCE-GCC-CFQ7TTC0HD32:0018	Visio Plan 2 (Governmental Community Cloud Pricing)	6	$162.00	$972.00
			Subtotal:	**$185,770.80**

Recurring Summary

Description	Amount
Pre Paid Annual Subscription	$185,770.80
Total:	$185,770.80

Mark Friedman
509-795-8276
mfriedman@compunet.biz
Quote #: MF260010

Summary of Selected Payment Options

Description	Amount
Annual Billing: 1 Year - Annual	
Total of Recurring Payments	**$185,770.80**

Customer agrees to be invoiced in full for the annual subscription based on selections confirmed after the 72 hours has commenced. If customer makes changing during the one year term, customer agrees to be invoiced in full for the additional changes pro-rated to the end of the original term end date.

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel any order arising from pricing or other errors. If Customer is purchasing a subscription-based product, Customer agrees to pay all charges for the complete term of the subscription, except as expressly provided herein. By signing below or issuing a Purchase Order, Customer agrees to CompuNet's standard terms and conditions, which can be reviewed https://compunet.biz/terms-and-conditions/, provided, that if Customer and CompuNet are parties to a currently effective Master Product and Services Agreement (MSA), the terms and conditions of such MSA shall control and shall supersede these standard terms and conditions. Your electronic signature, per the Electronic Signature Act, is considered equivalent to your signed and faxed signature, and allows you to accept and place your order. This Quote becomes binding and noncancelable upon Customer's return to CompuNet of acceptance, except as expressly provided herein. A copy of this acceptance and the attached proposal document will be sent to your email address to complete your order acceptance. You are NOT required to electronically sign your order, you may fax or email your signed proposal to your Account Executive.

Customer will promptly pay the amounts set forth in the Quote. For (a) Products or Services which are purchased on a subscription basis, where Customer extends the subscription on a self-service basis beyond the term set forth in the Quote, or (b) Products or Services which are purchased by Customer on a self-service basis beyond the quantities set forth in the Quote, using an account number associated with the purchases initially made pursuant to the Quote, including through an OEM or distributor online portal, Customer shall be invoiced by Provider and shall be subject to any price increases imposed on Provider by the OEM or distributor. All amounts are due and payable upon receipt of invoice from CompuNet, and shall be paid in no event later than 30 days from invoice date. Customer agrees to timely make all payments for the duration of any subscription period set forth in the Quote. For any Products or Services purchased on a subscription basis and subject to automatic renewal under the terms of the Quote or the OEM's or distributor's terms and conditions, Customer agrees to make all payments for the duration of any renewal subscription period, unless Customer provides written notice of non-renewal to CompuNet the earlier of (a) 30 days before the expiration of the current subscription term, or (b) as required in the Quote or in the OEM's or distributor's terms and conditions. Any amounts not timely paid will bear interest at the rate of 1.5% per month. Customer will pay to CompuNet the reasonable costs, including attorney fees, incurred by CompuNet in collecting any unpaid and overdue amount. Unless specified in the Quote, customer will be responsible for all shipping, handling, taxes, and import fees and costs. CompuNet reserves the right to cancel any Quote arising from incorrect pricing or other errors in information relied upon by CompuNet.

Mark Friedman
509-795-8276
mfriedman@compunet.biz

CITY OF KENNEWICK

Erin Erdman, City Manager	Date

ATTEST:

Krystal Johnston City Clerk	Date

APPROVED AS TO FORM:

Laurencio Sanguino City Attorney	Date

Council Agenda Coversheet	Item Number:	4.h.	Date:	11/4/2025	Category: Consent Agenda
	Item Type:	Contract/Agreement/Lease			
	Subject:	**Contract: Five-Year Third Party Ambulance Billing Services Contract Extension with Systems Design West, LLC (Contract No. 20-022)**			
	Department:	Finance			

Recommendation

Staff recommends Council authorize the City Manager to execute the contract as presented.

Motion for Consideration

Motion to authorize the City Manager to execute the five-year contract extension with Systems Design West, LLC, as presented.

Summary

On September 15, 2020, the City Council granted approval for staff to enter into a five-year agreement with Systems Design West (SDW) for third-party ambulance billing services. Since the contract began, it has significantly reduced the time staff spends on billing and collection processes. To ensure consistent billing practices and service levels, staff is requesting permission to extend the contract for another five years. Transitioning billing back to an in-house process would likely have adverse effects on the Finance Department team.

The contract amendment outlines provisions for gradual increases in service costs throughout the duration of the agreement.

Alternatives

The alternative is to deny approval of the contract amendment. This will require billing services to return to an in-house process that is impractical at this time.

Fiscal Impact

The City currently averages approximately 5,500 billable transports per year for calls for service. The billable rate charged by SDW was initially established at $22 in 2020 and was subsequently increased to $23 in 2023. At a rate of $23 per billable transport, the annual cost of the contract has been approximately $126,500. The proposed contract increases the rate beginning in 2026 from $23 per billable transport to $24 per billable transport representing an increase of approximately $5,500 and total of $132,000. Beginning in 2027, the rate per transport would be indexed annually based on the previous October Consumer Price Index, West Region. In no event shall the cumulative change in rates be less than zero percent nor more than four percent per year.

Attachments:

1. Contract

CITY OF KENNEWICK
AGREEMENT WITH SYSTEMS DESIGN WEST, LLC
CONTRACT No. 20-022

MODIFICATION # 3

I. RECITALS

This is a modification to the Contract related to Third Party Ambulance Billing Services between the contracting parties, the City of Kennewick, Washington (hereinafter "City") and Systems Design West, LLC (hereinafter the "Contractor").

There is now in full force and effect between the parties an Agreement, City Contract #20-022 executed by the City on September 17, 2020.

The parties to this contract desire to modify said Agreement as follows;

II. AGREEMENTS

1. The parties mutually agree to renew the contract for an additional five (5) years in accordance with the terms outlined in Contract 20-022, effective November 4, 2025.

2. The current rate of $23.00 per transport shall remain in effect through December 31, 2025. Effective January 1, 2026, the amount per transport shall increase to $24.00. Effective January 1, 2027, the rate per transport shall be indexed annually for the remainder of the contract to reflect up to one hundred percent (100%) of any change from the previous October to the Consumer Price Index (CPI), West Region, as published by the United States Bureau of Labor Statistics (or other comparable index if not published). In no event shall the cumulative change in rates be less than zero percent (0%) nor more than four percent (4%) per year, nor may the change in any given year be less than zero percent nor more than four percent.

3. It is understood and agreed that all other terms and conditions of the Agreement shall be and remain the same.

III. SIGNATURES

This Modification may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Modification may be delivered by facsimile or other electronic means and those signatures shall be treated as original signatures for all applicable purposes. The person signing this Modification for Contractor represents that he or she has full and proper authority to do so and to bind the party which they are representing. This Modification will become binding on the date of last execution hereon:

CITY OF KENNEWICK:	**SYSTEMS DESIGN WEST, LLC:**
By:____________________________	By:____________________________
Erin Erdman, City Manager	Jenn Braus, CEO
Date Signed:____________________	Date Signed: 10/22/2025

ATTEST:

____
Krystal Johnston
City Clerk

Date Signed: ______________________

APPROVED AS TO FORM:

____
Laurencio Sanguino
City Attorney

Date Signed:_______________________

Council Agenda Coversheet					
	Item Number:	4.i.	**Date:**	11/4/2025	**Category:** Consent Agenda
	Item Type:	Contract/Agreement/Lease			
	Subject:	**Contract: Zone 3 West Transmission Pipeline Project (P1905-25) Bid Award to Culbert Construction, Inc.**			
	Department:	Public Works			
	Project #:	P1905-25			

Recommendation

Staff recommends awarding Contract P1905-25 Zone 3 West Transmission Pipeline project to Culbert Construction, Inc. in the amount of $3,188,698.05 plus a 10% contingency of $318,869.80, for a total of $3,507,567.85 and authorize the City Manager to execute the contract.

Motion for Consideration

Motion to award P1905-25 Zone 3 West Transmission Pipeline Contract to Culbert Construction, Inc.

Summary

Twelve (12) bids were received on October 28, 2025:

Engineer's Estimate	*$4,959,779.65*
Culbert Construction Inc	$3,188,698.05
Rotschy Inc.	$3,414,369.27
Apollo Inc.	$3,515,539.07
Watts Construction Inc.	$3,705,678.96
DW Excavating Inc.	$3,872,005.95
Premier Excavation Inc.	$4,136,411.61
Big D's Construction of Tri-Cities Inc.	$4,355,054.02
Moore Excavation Inc.	$4,422,590.53
Liberty Northwest Construction	$4,553,838.14
Goodman & Mehlenbacher Ent. Inc. dba GAME Inc.	$4,887,715.75
Mahaffey Enterprises	$6,343,513.28
C&E Trenching LLC	$302,803,731.97 (errors on bid proposal)

Work will involve constructing an approximately 9,155 linear foot long, 20-inch diameter ductile iron drinking water transmission pipeline and associated piping appurtenances between the 18th and Kellogg Reservoir and the Kansas Reservoir.

State law requires that contracts are awarded to a responsible bidder with the lowest responsive bid. The bids were reviewed and determined to be responsive. Staff recommends awarding this project to Culbert Construction, Inc. who was determined to be a responsive bidder with the lowest responsive bid.

Alternatives

No alternatives are recommended.

Fiscal Impact

Water/Sewer Enterprise Funds: $3,507,567.85

Attachments:
None

Council Agenda Coversheet					
	Item Number:	4.j.	**Date:**	11/4/2025	**Category:** Consent Agenda
	Item Type:	Contract/Agreement/Lease			
	Subject:	**License Agreement: Authorization to Execute a License Agreement with Kennewick Irrigation District (KID) for the Zone 3 W Transmission Pipeline Project (P1905)**			
	Department:	Public Works			
	Project #:	P1905			

Recommendation

Staff recommends Council authorize the City Manager to sign the Kennewick Irrigation District's (KID) License Agreement #1007 for construction of the P1905 Zone 3 W. Transmission Pipeline Project.

Motion for Consideration

Motion to authorize the City Manager to sign the License Agreement with Kennewick Irrigation District (KID) for the P1905 Zone 3 W Transmission Pipeline Project as presented.

Summary

The City desires to construct the P1905 Zone 3 W. Transmission Pipeline Project within portions of KID's Division 4 Canal and Highland Feeder Canal ROW between the City's 18th & Kellogg Reservoir and Kansas Reservoir. KID prepared the attached License Agreement #1007 granting the City permission to construct and maintain the pipeline. The City prepared the accompanying exhibits showing the limits of the license agreement.

Staff recommends signing the License Agreement.

Alternatives

None recommended.

Fiscal Impact

None.

Attachments:

1. Agreement

KENNEWICK IRRIGATION DISTRICT
LICENSE AGREEMENT

KID Agreement No.: 1007
KID File No.: 1007
Effective Date: ____________

1. **License Granted**

Kennewick Irrigation District, an irrigation district organized and existing under the laws of the State of Washington ("**Grantor**"), as successor to the U.S. Bureau of Reclamation, was granted in pursuance of the Act of June 17, 1902 and acts amendatory thereof a perpetual easement and right-of-way for the Highland Feeder Canal ("ROW") including but not limited to "the permanent right to construct, reconstruct, operate and maintain canals, laterals, pipe lines, and open canal drains or pipe drains, and operating roads, telephone lines, including the banks of any canals, laterals, or drains, to dump waste material in connection with such canals, laterals, or drains . . . together with the right of ingress and egress thereto" in the Premises as defined herein.

City of Kennewick ("**Licensee**"), wishes to install a 20-inch diameter transmission pipeline alignment within portions of the Grantor's ROW.

Therefore, in consideration of the mutual agreements and covenants contained herein, Grantor by this License ("Agreement"), hereby grants to the Licensee, except as otherwise provided herein, the following authorization for the use of the Premises for pipeline infrastructure. Grantor also consents to Licensee's use of the Premises in a manner that does not interfere or in any way compromise the ability of Grantor to manage and operate its irrigation district.

2. **Purpose**

Licensee shall use the Premises for a 20-inch diameter transmission pipeline and appurtenances. Licensee shall not use the Premises for any other purpose without the prior written approval of Grantor.

3. **Premises**

The Premises are hereby defined as **Exhibit A**.

4. **Term**

The term of this Agreement shall be for twenty-five (25) Years (as defined below) beginning

10/21/2025 and ending **10/21/2050.**This Agreement can be extended by an additional term of ten (10) Years upon receipt of a written request by the Licensee not less than 180 days from the end of the initial term of the Agreement and Grantor's written approval of such request. Unless earlier terminated pursuant to the terms set forth herein, for purposes of this Agreement, the term "Agreement Year" shall mean each twelve (12) month period during the term of this Agreement commencing on **October 21** and ending at midnight on the next succeeding **October 20**.

5. Default

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

6. Rights of the Grantor

6.1 This Agreement is subject to the paramount rights of KID in and to the ROW and all agreements existing and to be made between the Licensee and Grantor regarding the management, care, operation and maintenance of the irrigation facilities located within the Premises.

6.2 Grantor reserves the right of its officers, agents, and employees at all times to have unrestricted access and ingress to, passage over, and egress from all of said lands, to make investigations of all kinds, dig test pits and drill test holes, to survey for and construct reclamation and irrigation works and other structures incident to its purpose, or for any purpose whatsoever.

7. Successors and Assigns

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

8. Termination of the Agreement

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

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

8.3 Grantor may, at any time and at no cost or liability to the Grantor, terminate this Agreement if Grantor determines that the Licensee has failed to use the Premises for its intended purpose. Further, failure to construct within the timeframe specified in the terms of the Construction Permit may constitute a presumption of abandonment of the requested use and cause termination of the Agreement.

8.4 At any time the Licensee organization dissolves the Agreement shall be considered terminated.

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

9. Maintenance of Premises & Interface with Grantor's Use of Licensed Premises

9.1 Licensee, at its own expense, shall maintain all of the Premises in reasonably good, sanitary and safe condition. Subject to the conditions set forth herein, Grantor reserves to itself, an exclusive right of access to the Premises for the construction, use, operation, maintenance, relocation and removal of any existing and future electric or water distribution or transmission facilities. Any such construction, use, operation, maintenance, relocation or removal shall be performed in a manner designed to avoid, to the extent feasible, disturbance to Licensee's improvements and Licensee's use and enjoyment of the Premises. Grantor shall give Licensee at least thirty (30) days prior written notice of any such construction, use, operation, maintenance, relocation or removal that will materially disrupt Licensee's use and enjoyment of the Premises or the Licensee's improvements; provided, however, that such notice may be given in such shorter period as Grantor determines under prevailing circumstances, or with no notice in the event of an emergency where no notice is feasible. Nothing in this Agreement shall be construed to deny or lessen the powers and privileges granted Grantor by the laws of the State of Washington. Grantor shall not be liable to Licensee for any damage to Licensee's improvements located upon the Premises, unless due to negligent or willful acts of Grantor or its agents or employees.

9.2 If Licensee defaults in the performance of the obligations set forth in Section 9.1, and Grantor gives notice of the default, Licensee shall correct such default to the satisfaction of Grantor within the required period of time set forth in the notice of default (the "Correction Period").If Licensee fails to correct the default within the Correction Period, Grantor may take any action reasonably determined by Grantor to be necessary to correct such default, including without limitation making any repair or modification to or removing any of Licensee's improvements. Licensee shall reimburse Grantor for the costs it incurs to correct such default within thirty (30) days after Grantor presents Licensee with a statement of such costs. Licensee shall release Grantor from all damages resulting to Licensee from the correction of such default, including, without limitation, those damages arising from all repairs or modifications to or removal of any of Licensee's improvements.

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

10. Scope of License

This license to use the Premises will not be construed as a grant to the Licensee of any permanent interest or as abandonment by Grantor of any rights, including but not limited to, use and occupancy of the Premises.

11. Existing Easements and Agreements

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

12. Indemnification

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

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

13. <u>Insurance</u>

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

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

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

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

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

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

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

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

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

14. Construction

14.1 Prior to making any improvements on the Premises, Licensee shall submit to Grantor for its approval final construction documents and plan showing the location of any such improvements. Grantor shall approve or disapprove such documents and plans within 30 days. Licensee shall obtain a Permit from KID Engineering prior to the start of construction. Construction on the Premises shall be performed only in accordance with approved construction documents and plan. At least ten (10) days prior to the beginning of any construction on the Premises, Licensee shall give Grantor notice of the date that construction will begin and a schedule listing all construction activities and the dates when such construction activities will be performed. Licensee shall give Grantor written notice of all changes in the schedule and delays in construction immediately upon it being reasonably foreseeable that such change or delay will occur.

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

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

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

14.5 Grantor shall not exercise its right to require relocation of Licensee's facilities, materials and improvements in an unreasonable manner, and warrants to Licensee that as of the date of this Agreement, relocation of Licensee's facilities is not expected or anticipated as a result of Grantor's existing plans for the Premises.

15. Permits, Statutes and Codes

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

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

16. Grantor's Right to Inspect

16.1 Grantor may enter any part of the Premises at all times to make an inspection thereof. During any construction by Licensee, Grantor may inspect all trenching, backfilling, placement of landscaping, and other related construction activity that potentially affects Grantor's facilities, and require conformance with all Grantor's requirements and specifications related thereto.

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

17. Service of Notice

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

Mail:

Notices to Grantor	Notices to Licensee
District Manager	Public Works Director
Kennewick Irrigation District	City of Kennewick
2015 S Ely Street	1010 E Chemical Drive
Kennewick, WA 99337	Kennewick, WA 99336

Hand/Certified Delivery:

Notices to Grantor	**Notices to Licensee**
District Manager	Public Works Director
Kennewick Irrigation District	City of Kennewick
2015 S Ely Street	1010 E Chemical Drive
Kennewick, WA 99337	Kennewick, WA 99336

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

18. Waiver

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

19. Attorney Fees Upon Default

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

20. Force Majeure

21.1 If either party is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Agreement, then the obligations of both Licensee and Grantor, so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused. The term "force majeure" as used herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, interruptions by government not due to the fault of the parties, civil disturbances, explosions, or unforeseeable action or nonaction by governmental bodies in approving the applications for approvals or permits or any material change in circumstances arising out of legislation, regulation or litigation. Nothing in this Section shall require Grantor to settle a strike.

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

21. Entire Agreement; Changes After Execution

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

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

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

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

23. Water Damage

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

24. Approvals

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

25. Reservation of Remedies

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

26. Environmental Compliance and Hazardous Material

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

ii. "Hazardous Substance" as used herein shall mean any substance which now or in the future becomes regulated or defined under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination or clean-up, including, but not limited to, the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA") as now existing or hereafter amended (42 U.S.C. Sec. 9601 et seq.) and Washington's Model Toxics Control Act ("MTCA") as now existing or hereafter amended (RCW Ch. 70.105); or

iii. Any pollutants, contaminants, or substances posing a danger or threat to public health, safety or welfare, or the environment, which are regulated or controlled as such by any applicable federal, state or local laws, ordinances or regulations as now existing or hereafter amended.

b. Licensee agrees that Hazardous Substances will not be used, stored, generated, processed, transported, handled, released, or disposed of in, on, or above the Premises, except in accordance with all applicable laws.

c. Licensee shall, at Licensee's own expense, comply with all federal, state and local laws, ordinances and regulations now or hereafter affecting Grantor's business, property, or any activity or condition on or about Grantor's property, including, without limitation, all laws, ordinances and regulations related to Hazardous Materials and all other environmental laws relating to the improvements on Grantor's property, soil and groundwater, storm water discharges, or the air in and around Grantor's property, as well as such rules as may be formulated by the Grantor ("the Laws"). Licensee warrants that its business and all activities to be conducted or performed in, on, or about Grantor's property shall comply with all the Laws. Licensee agrees to change, reduce, or stop any non-complying activity, or install necessary equipment, safety devices, pollution control systems, or other installations may be necessary at any time during the term of this Agreement to comply with the Laws.

d. Licensee shall not cause or permit to occur any violation of the Laws on, under, or about the Premises, or arising from Licensee's use or occupancy of the Premises, including, but not limited to, soil and water conditions.

e. Licensee shall promptly notify Grantor and provide all information regarding any activity of Agreement related to Hazardous Materials on or about Grantor's property that is requested by the Grantor. If Licenseee fails to fulfill any duty imposed under this section, Grantor may do so at the cost of Licensee; and in such case, Licenseee shall cooperate with Grantor in order to prepare all documents Grantor deems necessary or appropriate to determine the applicability of the Laws to Grantor's property and Licensee's use thereof, and for all compliance therewith, and Licensee shall execute all documents promptly upon Grantor's request. No such action by Grantor and no attempt made by Grantor to mitigate damages shall constitute a waiver of any Licensee's obligations under this paragraph.

f. Licensee shall, at Licensee's own expense, make all submissions to, provide all information required by, and comply with all requirements of all governmental authorities ("the Authorities") under the Laws.

g. Should any Authority demand that a clean-up plan be prepared and that a clean-up be undertaken because of any deposit, spill, discharge or other release of Hazardous Materials that occurs during the term of this Agreement and which arises at any time from Licensee's use of occupancy of Premises, then Licensee shall, at Licensee's own expense, prepare and submit the required plans and all related bonds and other financial assurances; and Licensee shall carry out all such clean-up plans. Any such plans and clean-up are subject to Grantor's prior written approval.

h. If a release of Hazardous Substances occurs in, on, under, or above the Premises, or other's property arising out of any action, inaction, or event described or referred to in this document, Licensee shall at its sole expense, promptly take all actions necessary or advisable to clean up the Hazardous Substance. Clean-up actions shall include, without limitation, removal, containment and remedial actions and shall be performed with all applicable laws, rules, ordinances, and permits. Licensee shall be solely responsible for all clean-up, administrative, and enforcement costs of governmental agencies, including natural resource damage claims, arising out of any action, inaction, or event described or referred to in this document.

27. Motor Vehicle Use – Special Conditions

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

27.1 Enter onto and exit from the Premises at the point of access closest to the component of Licensee's facilities requiring maintenance;

27.2 Maintain a speed not to exceed five (5) miles per hour;

27.3 Ensure safe passage through and around Licensee's vehicle and other repair facilities to all recreational Licensees of the Premises;

27.4 Ensure that no site of ongoing maintenance of Licensee's facilities is left unattended; and,

27.5 Refrain from accessing the Premises with a motor vehicle except when necessary to effectuate maintenance of Licensee's facilities.

28. Illegal Use

Any activity deemed to be illegal on the Premises will be cause for immediate termination of this Agreement.

29. Pest Control

29.1 The Licensee shall not permit the use of any pesticides on Premises without prior written approval by Grantor. The Licensee shall submit to Grantor for approval an Integrated Pest Management Plan (IPMP) thirty (30) days in advance of pesticide application.

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

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

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

29.5 The Licensee shall initiate any necessary measures for containment and cleanup of pesticide spills. Spills shall be reported to Grantor with full details of the actions takenimmediately if it is an emergency or by the first working day following the spill if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.

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

29.7 The Licensee agrees to include the provisions contained in paragraphs 29.1 through 29.6 of this Section in any subcontract or third-party contract it may enter into pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this________day of __________________, 2025.

GRANTOR:

KENNEWICK IRRIGATION DISTRICT

By: ____

Its: ____

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

This record was acknowledged before me on this ______ day of ____________________, 2025, by ____.

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

IN WITNESS WHEREOF, **CITY OF KENNEWICK** has caused its name to be executed by its duly authorized representative on this ______ day of ____________________, 2025.

LICENSEE:

CITY OF KENNEWICK
By: ____

Its: ____

APPROVED AS TO FORM:

By: ________________________________

Its: ________________________________

STATE OF ______________________)
) ss.
COUNTY OF ____________________)

This record was acknowledged before me on this ______ day of ___________________, 2025, by ___________________________________, as the _________________________________ of **CITY OF KENNEWICK.**

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

EXHIBIT A
LICENSE AGREEMENT FOR WATERLINE

A 20.00 foot wide strip of land lying in a portion of Section 7, Section 8 and Section 9, Township 8 North, Range 29 East, Willamette Meridian, Benton County, Washington, being more particularly described as follows:

That portion of the southerly 20.00 feet of the 110 foot wide Highland Feeder Canal Right of Way as shown on United States Bureau of Reclamation Right of Way Map 566-121-541 dated March 9, 1956 for said section 7, lying in the east 86 feet of the northeast quarter of said section;

Together with all that portion of the southerly 20.00 feet of the 110 foot wide Highland Feeder Canal Right of Way as shown on United States Bureau of Reclamation Right of Way Map 566-121-524 dated October 26, 1955 and revised May 16, 1960 for said section 8;

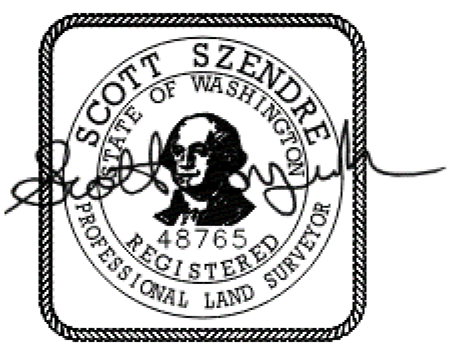
Also together with that portion of the southerly 20.00 feet of the 110 foot wide Highland Feeder Canal Right of Way as shown on United States Bureau of Reclamation Right of Way Map 566-121-432 dated June 9, 1955 for said section 9, lying in the west 426 feet of the southwest quarter of said section;

And also together with a 20.00 foot wide strip of land lying in a portion of the South Half of the Northeast Quarter of Section 7, Township 8 North, Range 29 East, Willamette Meridian, Benton County, Washington, lying within the 150 foot wide right of way of the Kennewick Main Canal as shown on United States Bureau of Reclamation Right of Way Map 566-121-541 dated March 9, 1956 for said Section 7 with 10.00 feet lying on each side of the following described centerline:

Commencing at the east quarter corner of said Section 7, said point bears South 00°22’28” East a distance of 2633.79 feet from the northeast corner of said Section 7, thence North 30°02’12” West for a distance of 724.47 feet to the True Point of Beginning;

Thence North 22°26’16” East for a distance of 152.62 feet to the terminus of said centerline.

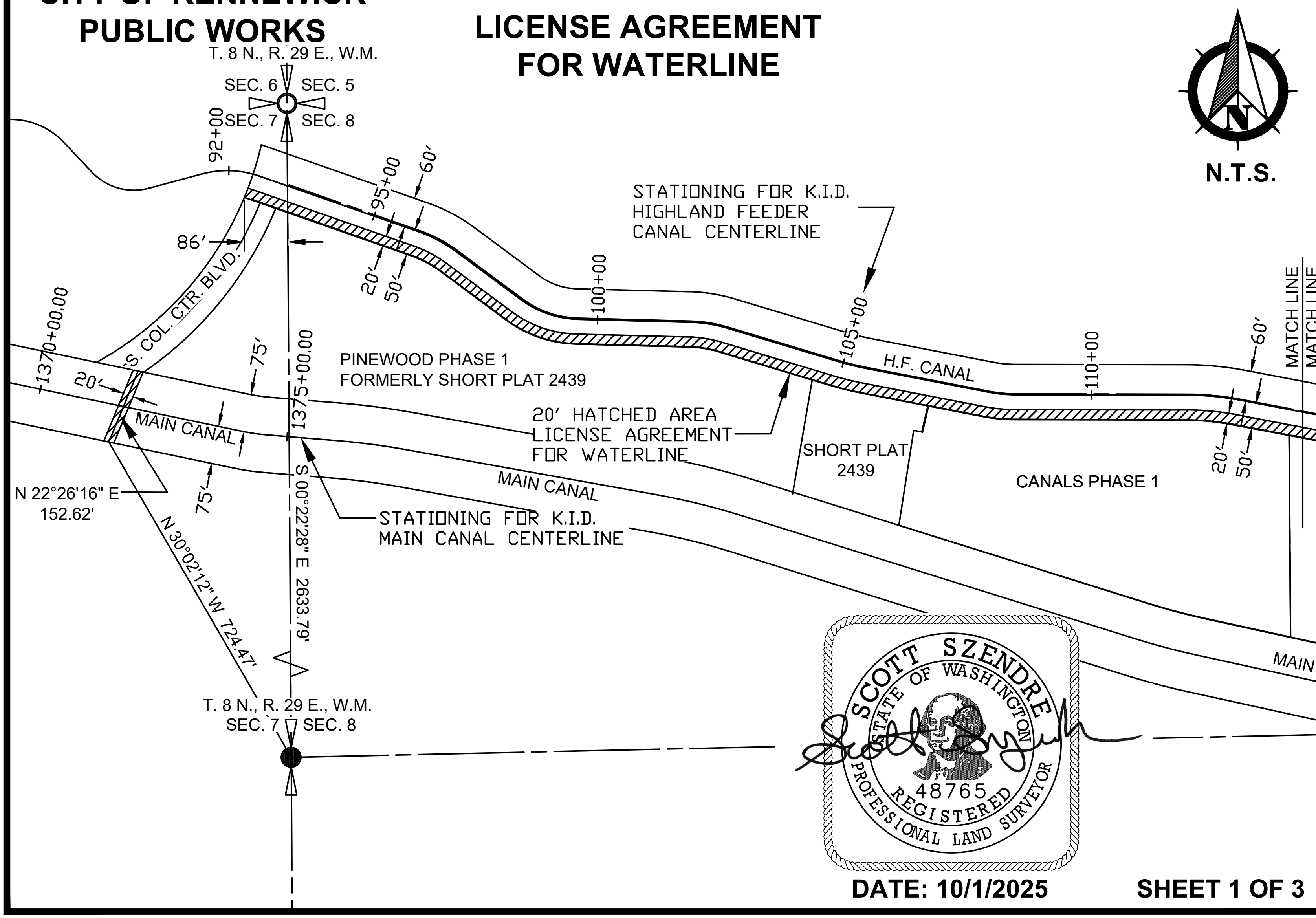
Sidelines to be lengthened or shortened to intersect the northerly and southerly right of way of said canal.



DATE: 10/7/2025

CITY OF KENNEWICK PUBLIC WORKS

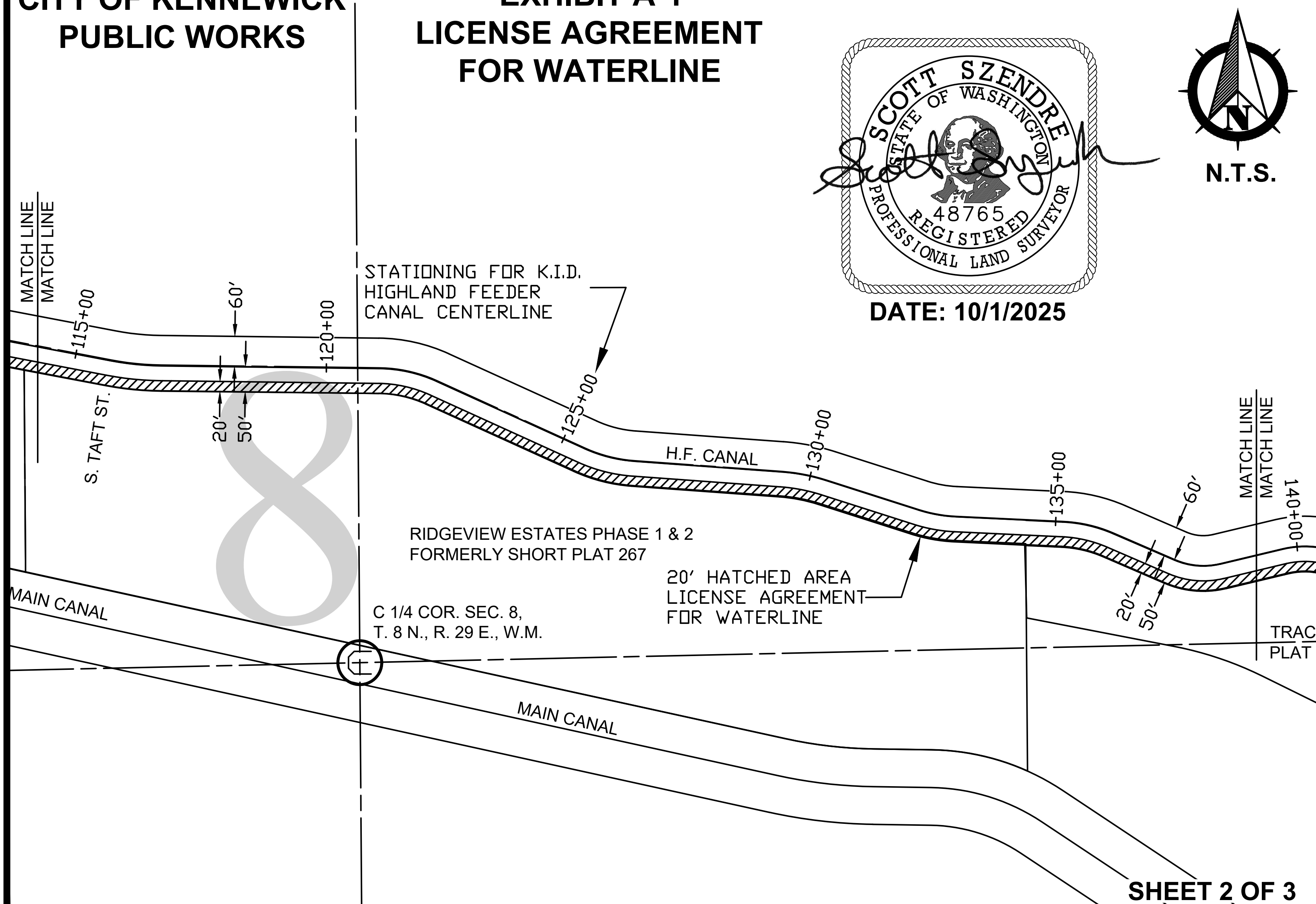
EXHIBIT A-1
LICENSE AGREEMENT FOR WATERLINE



DATE: 10/1/2025 **SHEET 1 OF 3**

CITY OF KENNEWICK
PUBLIC WORKS

EXHIBIT A-1
LICENSE AGREEMENT FOR WATERLINE



SHEET 2 OF 3

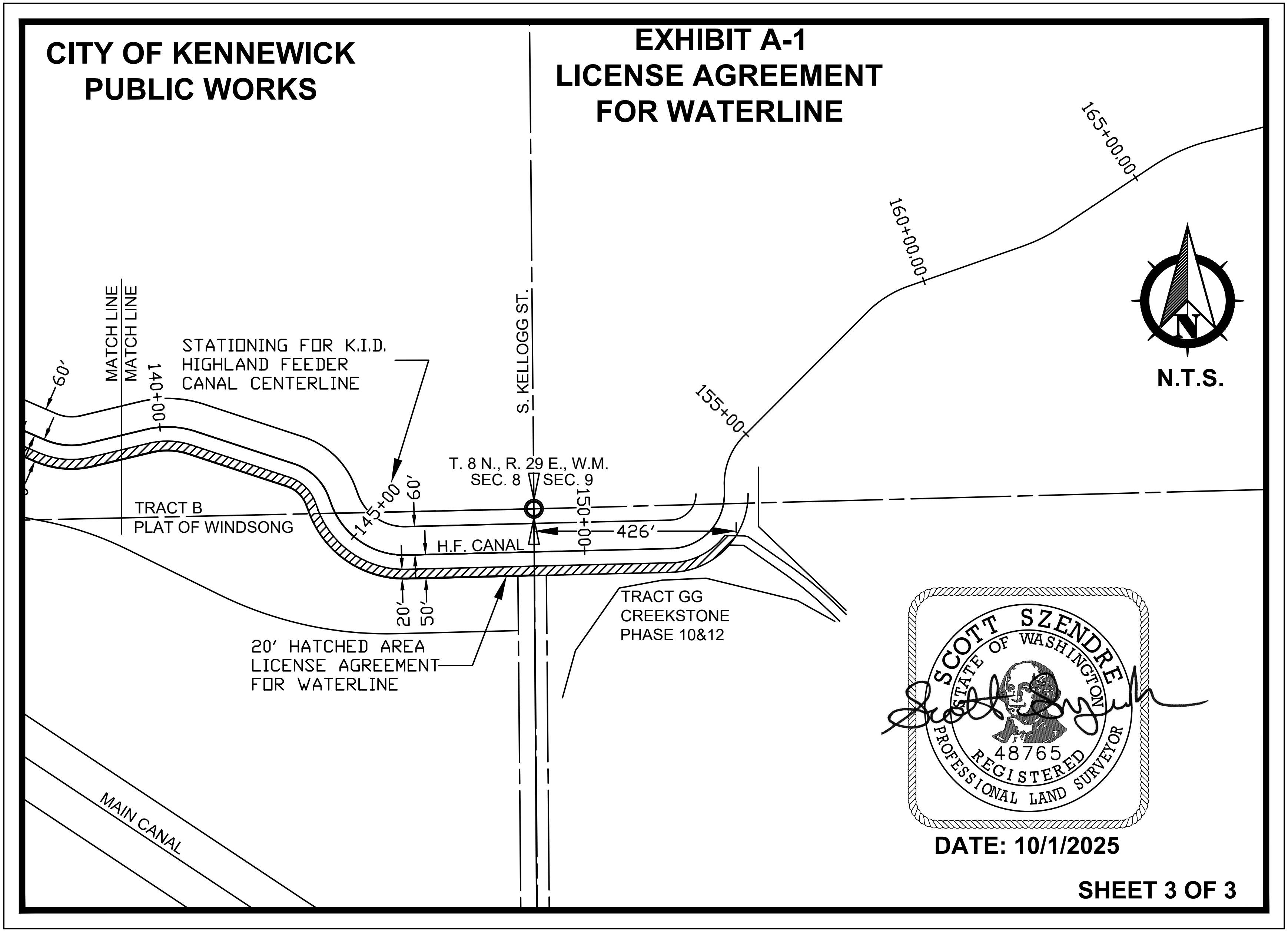

CITY OF KENNEWICK
PUBLIC WORKS
EXHIBIT A-1
LICENSE AGREEMENT
FOR WATERLINE
165+00.00
160+00.00
155+00
N
N.T.S.
MATCH LINE
MATCH LINE
140+00
60'
STATIONING FOR K.I.D.
HIGHLAND FEEDER
CANAL CENTERLINE
S. KELLOGG ST.
T. 8 N., R. 29 E., W.M.
SEC. 8
SEC. 9
145+00
60'
150+00
426'
TRACT B
PLAT OF WINDSONG
H.F. CANAL
20'
50'
TRACT GG
CREEKSTONE
PHASE 10&12
20' HATCHED AREA
LICENSE AGREEMENT
FOR WATERLINE
MAIN CANAL
SCOTT SZENDRE
STATE OF WASHINGTON
48765
REGISTERED
PROFESSIONAL LAND SURVEYOR
DATE: 10/1/2025
SHEET 3 OF 3

EXHIBIT A
LICENSE AGREEMENT FOR WATERLINE

A 20.00 foot wide strip of land lying in a portion of Section 7, Section 8 and Section 9, Township 8 North, Range 29 East, Willamette Meridian, Benton County, Washington, being more particularly described as follows:

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And also together with a 20.00 foot wide strip of land lying in a portion of the South Half of the Northeast Quarter of Section 7, Township 8 North, Range 29 East, Willamette Meridian, Benton County, Washington, lying within the 150 foot wide right of way of the Kennewick Main Canal as shown on United States Bureau of Reclamation Right of Way Map 566-121-541 dated March 9, 1956 for said Section 7 with 10.00 feet lying on each side of the following described centerline:

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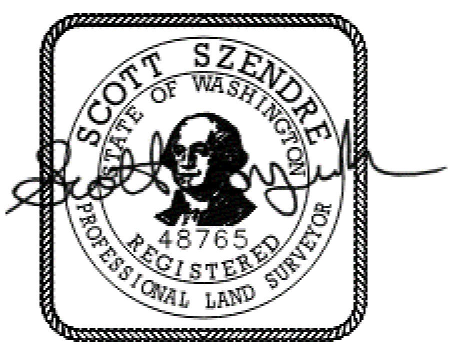
Thence North 22°26’16” East for a distance of 152.62 feet to the terminus of said centerline.

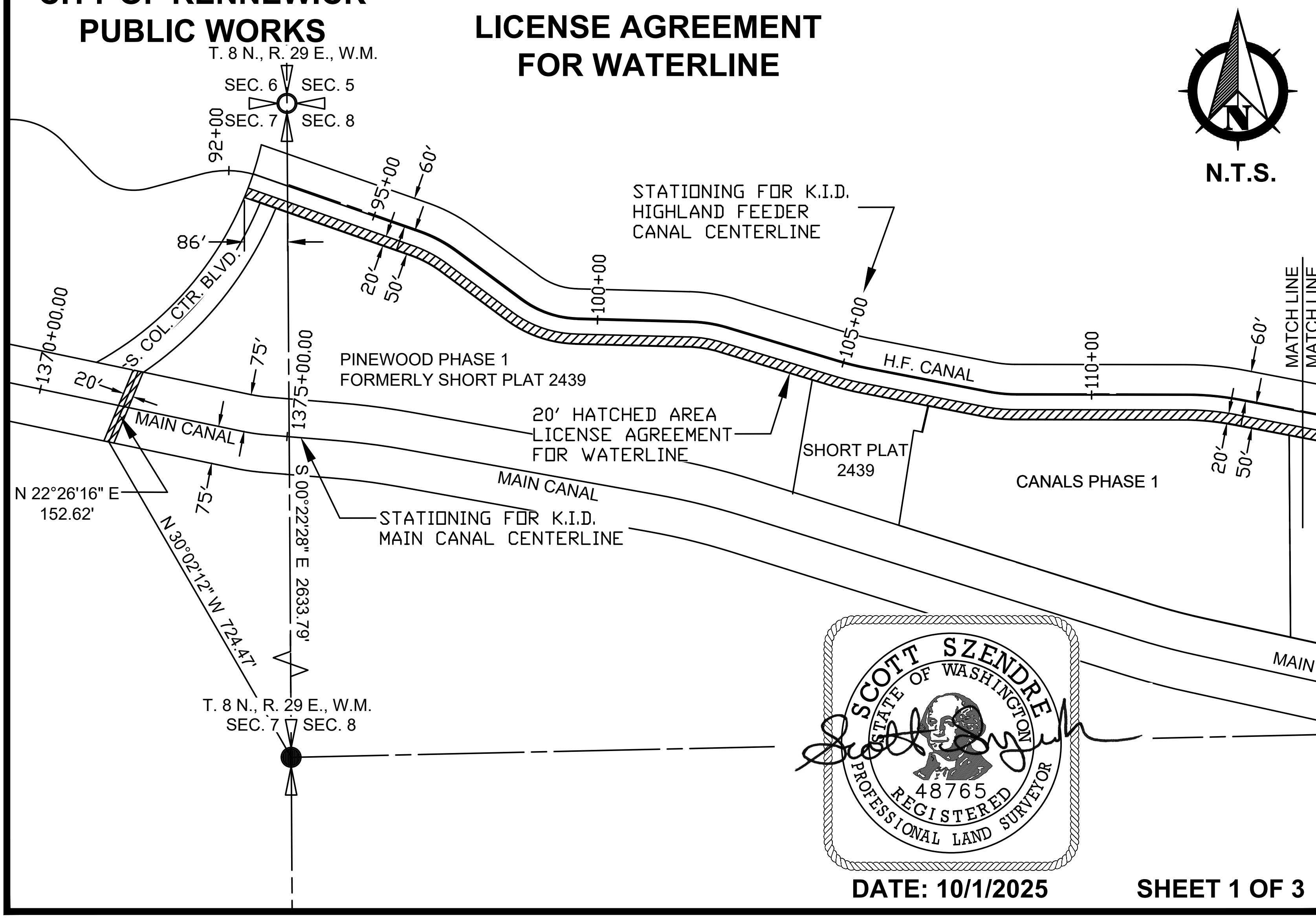
Sidelines to be lengthened or shortened to intersect the northerly and southerly right of way of said canal.



DATE: 10/7/2025

CITY OF KENNEWICK PUBLIC WORKS

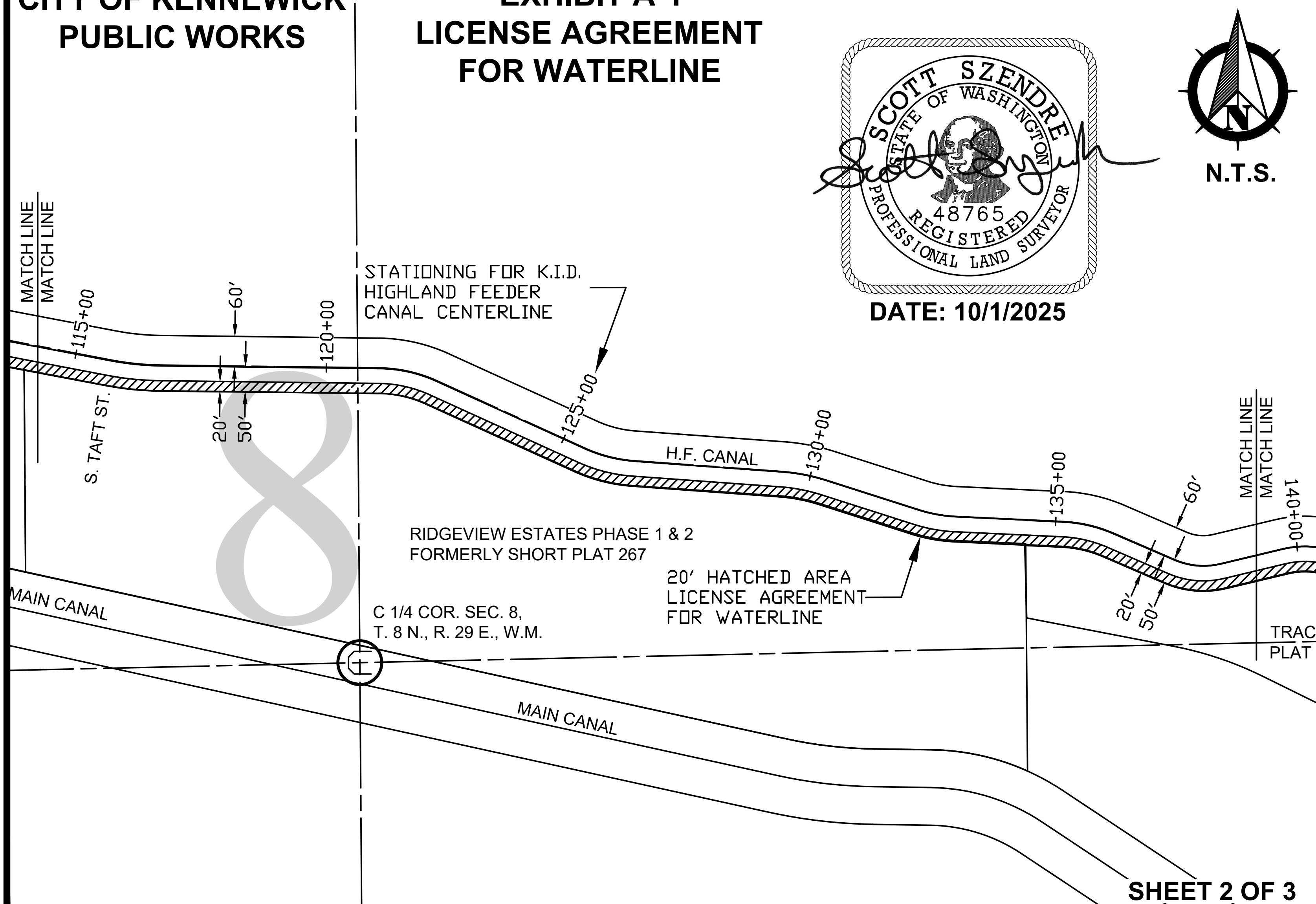
EXHIBIT A-1 LICENSE AGREEMENT FOR WATERLINE



DATE: 10/1/2025 **SHEET 1 OF 3**

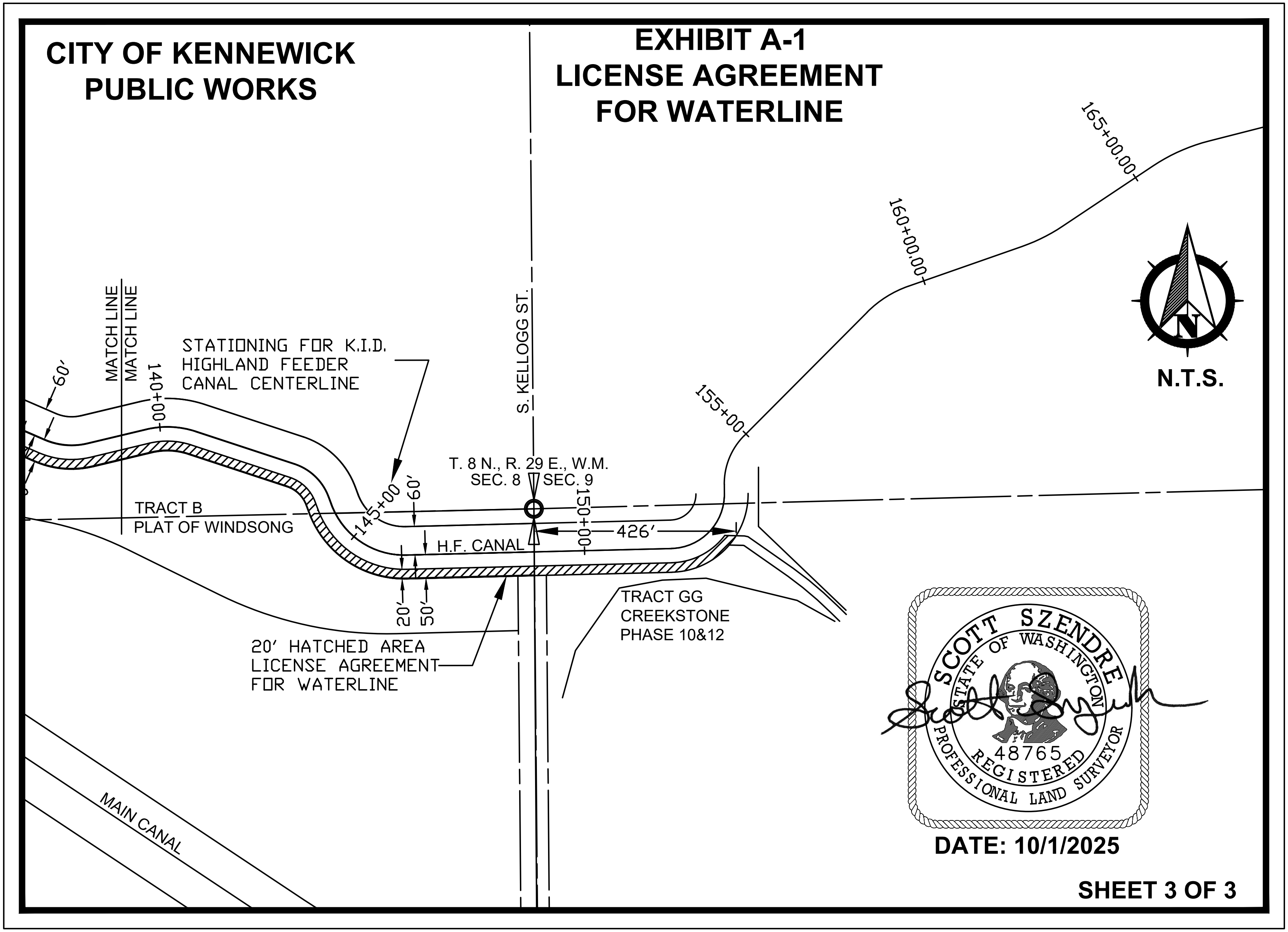
CITY OF KENNEWICK PUBLIC WORKS

EXHIBIT A-1
LICENSE AGREEMENT FOR WATERLINE



DATE: 10/1/2025

SHEET 2 OF 3



CITY OF KENNEWICK
PUBLIC WORKS
EXHIBIT A-1
LICENSE AGREEMENT
FOR WATERLINE
MATCH LINE
MATCH LINE
STATIONING FOR K.I.D.
HIGHLAND FEEDER
CANAL CENTERLINE
S. KELLOGG ST.
T. 8 N., R. 29 E., W.M.
SEC. 8
SEC. 9
60'
140+00
145+00
150+00
155+00
160+00.00
165+00.00
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TRACT B
PLAT OF WINDSONG
H.F. CANAL
20'
50'
TRACT GG
CREEKSTONE
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LICENSE AGREEMENT
FOR WATERLINE
MAIN CANAL
N
N.T.S.
SCOTT SZENDRE
STATE OF WASHINGTON
48765
REGISTERED
PROFESSIONAL LAND SURVEYOR
DATE: 10/1/2025
SHEET 3 OF 3

Council Agenda Coversheet	Item Number:	4.k.	Date:	11/4/2025	Category: Consent Agenda
	Item Type:	Contract/Agreement/Lease			
	Subject:	**Resolution: Consent to the Transfer of Controls Between Desert Winds Wireless LLC and Ziply Fiber for an Existing Franchise Agreement**			
	Department:	Public Works			
	Resolution #:				

Recommendation

Staff recommends adoption of the resolution as presented, consenting to the transfer of control of the non-exclusive franchise granted under Ordinance No. 5838.

Motion for Consideration

Motion to adopt the resolution as presented.

Summary

Ordinance No. 5838 was adopted by Council on November 5, 2019, granting a non-exclusive franchise to Desert Winds Wireless, LLC (Desert Winds) to construct, install, operate, maintain, repair, or remove fiber optic cables within the City of Kennewick public right of way.

Desert Winds has notified the City that they have entered into a Settlement Agreement and Release of Claims (Settlement) with Ziply Fiber Northwest, LLC dba Ziply Fiber (Ziply) effective June 20, 2025. With this agreement, Ziply Fiber agreed to assume all of Desert Winds duties and obligations.

Alternatives

No alternative have been identified.

Fiscal Impact

None.

Attachments:

1. Resolution
2. Resolution Exhibit A

CITY OF KENNEWICK
RESOLUTION NO. 25-____

A RESOLUTION RELATING TO CONSENTING TO THE TRANSFER OF CONTROL OF A NON-EXCLUSIVE FRANCHISE TO DESERT WINDS WIRELESS, LLC GRANTED IN ORDINANCE NO. 5838

WHEREAS, on November 5, 2019, Kennewick City Council adopted Ordinance No. 5838, granting a Non-Exclusive Franchise to Desert Winds Wireless, LLC ("Desert Winds") to construct, install, operate, maintain, repair, or remove fiber optic cables within the public ways of the City of Kennewick ("City"); *and*

WHEREAS, on April 11, 2025, Desert Winds notified the City that it had entered into a Settlement Agreement and Release of Claims ("Settlement") with Ziply Fiber Northwest, LLC d/b/a Ziply Fiber ("Ziply") effective June 20, 2025, attached hereto as **Exhibit A**; *and*

WHEREAS, pursuant to the Settlement between Desert Winds and Ziply; Desert Winds agreed to assign, transfer, grant, and convey to Ziply all of Desert Winds' rights, title and interest in, and to, the Non-Exclusive Franchise with the City pursuant to Ordinance No. 5838; *and*

WHEREAS, pursuant to the Settlement between Desert Winds and Ziply, Ziply agreed to assume all of Desert Winds' duties and obligations under the Non-Exclusive Franchise with the City pursuant to Ordinance No. 5838; *and*

WHEREAS, City Council considered the request to transfer the Non-Exclusive Franchise and all applicable and relevant factors, pursuant to Section 24 of Ordinance No. 5838, and deems it to be in furtherance of the public interest and welfare of its citizens to consent to the transfer request, subject to appropriate conditions;

NOW, THEREFORE,

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

Section 1. The City of Kennewick, as the franchise authority, consents to the transfer of control from Desert Winds Wireless, LLC to Ziply Fiber Northwest, LLC d/b/a Ziply Fiber as set forth in the Settlement Agreement and Release of Claims and pursuant to Section 24 of Ordinance No. 5838.

Section 2. Ziply Fiber Northwest, LLC d/b/a Ziply Fiber shall comply with all terms and conditions of the Non-Exclusive Franchise granted by Ordinance No. 5838.

Section 3. The City of Kennewick confirms the Non-Exclusive Franchise granted by Ordinance 5838 is in full force and effect and expires on November 5, 2029.

Section 4. Upon passage of this Resolution, the City of Kennewick makes no representations concerning whether any violations or non-compliance exist with respect to the Non-Exclusive Franchise. Nothing in this Resolution shall be construed by Desert Winds or Ziply as precluding the City from addressing any prior acts of noncompliance by Desert Winds pursuant to the terms and conditions of the Non-Exclusive Franchise.

Section 5. If any one or more sections or sentences of this Resolution are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Resolution and the same shall remain in full force and effect.

Section 6. This Resolution shall take effect and be in full force immediately upon passage by City Council.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, and signed in authentication of its passage this 4th day of November 2025.

Attest:

____
GRETL J. CRAWFORD, Mayor

____
KRYSTAL JOHNSTON, City Clerk

Approved as to Form:

____
LAURENCIO SANGUINO,
City Attorney

Exhibit A –

Settlement Agreement and Release of Claims

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims ("**Agreement**") is entered into as of the date of the last signature below ("**Effective Date**"), by and between Ziply Fiber Northwest, LLC d/b/a Ziply Fiber ("**Ziply Fiber**") on the one hand, and Desert Winds Wireless, LLC ("**Desert Winds**") and Dustin DeCoria ("**DeCoria**") (collectively, "**Desert Winds Parties**") on the other hand. Each are individually referred to herein as Party and collectively referred to herein as the Parties.

RECITALS

A. Desert Winds Parties own fee simple title to a conduit ("**Conduit**") located in Kennewick, Washington.

B. The Conduit is the subject of and more fully described in: (i) the Ordinance of the City of Kennewick Granting A Non-Exclusive Franchise to Desert Winds Wireless LLC To Construct, Install, Operate, Maintain, Repair, Or Remove Fiber Optic Cables Within The Public Way Of The City of Kennewick, Ordinance No. 5838, passed on November 5, 2019 (hereinafter, "**Kennewick Franchise Agreement**"); and (ii) Order and Agreement for Nonexclusive Franchise, between Benton County as Grantor, and Desert Winds Wireless as Grantee, No. 20240298, recorded May 2, 2024, Recording No. 2024-008637 (hereinafter, "**Benton Franchise Agreement**").

C. In January 2022,Desert Winds Parties first notified Ziply Fiber of Ziply Fiber's alleged unlawful use of the Conduit, and in September 2024, counsel for Desert Winds Parties raised claims for unjust enrichment, intentional trespass to real property, or in the alternative, conversion of personal property (the "**Claims**").

D. Ziply Fiber denies such allegations, any wrongdoing, and any purported damages resulting from such Claims.

E. The Parties wish to avoid the necessity, expense, inconvenience, and uncertainty of litigation, and desire to resolve the Claims and all current and potential claims between them related to or arising from the Conduit, according to the terms set forth below.

NOW THEREFORE, in consideration of the mutual promises and releases in this Agreement and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties agree as follows:

TERMS

Based on the mutual covenants and considerations set forth herein, the Parties agree as follows:

1. **Settlement Amount.** Ziply Fiber agrees to pay the principal sum of one hundred and seventy-five thousand dollars ($175,000.00) ("**Settlement Amount**") to the Desert Winds

Parties according to the terms of Paragraph 2 below to purchase all right, title, and interest in the Conduit and for other valuable consideration as set forth herein.

2. **Payment Terms.** The full Settlement Amount shall be paid in a single installment, due within 30 calendar days of the final execution of this Agreement, including all exhibits hereto.

   The payment described in this Paragraph 2 shall be made by check payable to Desert Winds Wireless, LLC, or wire transfer tendered to the following bank account:

   Desert Winds Wireless
   Routing No. 092901683
   Account No. 106731888

3. **Release of Claims.** Except for obligations arising under this Agreement, including any and all representations and warranties provided hereunder, each Party, on behalf of itself and on behalf of each of its past, present and future officers, directors, owners, members, partners, employees, affiliates, servants, contractors, agents, representatives, subcontractors, insurers, beneficiaries, trustees, predecessors, successors, and assigns, hereby irrevocably, unconditionally and forever mutually release and forever discharge the other Party and each of their respective past, present and future officers, directors, owners, members, partners, employees, affiliates, servants, contractors, agents, representatives, subcontractors, insurers, beneficiaries, trustees, predecessors, successors, and assigns, from any and all claims, demands, actions or causes of action, both known and unknown, foreseen and unforeseen, latent or patent, fixed or contingent, matured or unmatured, of whatever kind, nature and description under any state, federal, or common law or contract relating to or arising out of the ownership, use, maintenance, operation, construction, or removal of the Conduit including, without limitation, all claims that were asserted or that could have been asserted by Desert Winds Parties. The Desert Winds Parties agree to cooperate in good faith with Ziply Fiber's good faith efforts to ensure that Ziply Fiber assumes full ownership and related rights to the Conduit.

4. **Representations and Warranties of Desert Winds Parties.**

   a. The Parties acknowledge that the treatment of the Conduit as either real property or personal property under the law is unknown to the Parties. Notwithstanding, Desert Winds Parties, individually or collectively, represents, covenants, and warrants that it has good, valid, and marketable title to the Conduit and that the Conduit is free and clear of any and all encumbrances.
   b. Desert Winds Parties, individually or collectively, represents, covenants, and warrants that it is not in violation or breach of the Kennewick Franchise Agreement or Benton Franchise Agreement.
   c. Desert Winds Parties, individually or collectively, have not leased or otherwise granted to any Person the right to use or occupy the Conduit or any portion thereof; and there are no unrecorded outstanding options, rights of first offer or rights of first refusal to purchase the Conduit or any portion thereof or interest therein.

d. Desert Winds Parties, individually or collectively, have not received any written notice of (i) violations of building codes and/or zoning ordinances or other governmental or regulatory Laws affecting the Conduit, (ii) existing, pending or threatened condemnation proceedings affecting the Conduit, or (iii) existing, pending or threatened zoning, building code or other moratorium proceedings, or similar matters which could reasonably be expected to adversely affect the ability to operate the Conduit as currently operated. Neither the whole nor any material portion of the Conduit has been damaged or destroyed by casualty.

5. Representations and Warranties of Ziply Fiber.

a. Ziply Fiber represents, covenants, and warrants that it has not taken any action in connection with its use of the Conduit prior to the Effective Date that would result in a written notice of (i) violations of building codes and/or zoning ordinances or other governmental or regulatory Laws affecting the Conduit, (ii) existing, pending or threatened condemnation proceedings affecting the Conduit, or (iii) existing, pending or threatened zoning, building code or other moratorium proceedings, or similar matters which could reasonably be expected to adversely affect the ability to operate the Conduit as currently operated. Ziply Fiber represents, covenants and warrants that it has not materially damaged or destroyed the Conduit.

b. Ziply Fiber represents, covenants, and warrants that it will take all necessary measures to effectively assume the duties of Desert Winds Parties under the Kennewick Franchise Agreement and the Benton Franchise Agreement, including executing any documents needed.

6. Assignment of Kennewick Franchise Agreement and Benton Franchise Agreement. Desert Winds Parties agrees to assign, transfer, grant, and convey to Ziply Fiber all of Desert Winds Parties' right, title, and interest in and to the Kennewick Franchise Agreement and Benton Franchise Agreement. Ziply Fiber agrees to assume all of Desert Winds Parties' duties and obligations under the Kennewick Franchise Agreement and Benton Franchise Agreement as of the effective date of this Agreement.

7. Cooperation to Consummate this Agreement. From time to time, and without any further consideration or other payment, the Parties agree to execute and deliver, or cause to be executed and delivered, such other instruments of sale, conveyance, assignment, transfer and delivery, and execute and deliver, or cause to be executed and delivered, such other documents and take, or cause to be taken, such other actions as the other Party hereto may reasonably request in order to consummate, complete and carry out the transactions contemplated by this Agreement.

8. Indemnification by Desert Winds Parties. Desert Winds Parties shall defend, indemnify and hold harmless Ziply Fiber and its affiliates, and its and their respective officers, directors, members, employees, agents, or independent contractors (collectively, "Ziply Indemnified Parties"), from and against any and all losses, liabilities, damages, costs (including, without limitation, court costs and costs of appeal) and expenses (including, without limitation, reasonable attorneys' fees and fees of expert consultants and witnesses) that such Ziply Indemnified Party incurs as a result of, or with respect to (i) any misrepresentation or breach of warranties or covenants by Desert Winds Parties under this Agreement, (ii) any breach by Desert Winds Parties of, or any failure by Desert Winds Parties to perform, any covenant or agreement of, or required to be performed by, Desert Winds Parties under this Agreement, (iii) any claim made by a third party relating to, in connection with or arising out of the Conduit prior to the Effective Date of this Agreement if unrelated to Ziply Fiber's use of the Conduit; or (iv) any taxes of any kind or nature whatsoever incurred relating to, in connection with or arising out of the Conduit prior to the Effective Date of this Agreement.

9. **Indemnification by Ziply Fiber.** Ziply Fiber shall defend, indemnify and hold harmless Desert Winds Parties and its affiliates, and its and their respective officers, directors, members, employees, agents, or independent contractors (collectively, "Desert Winds Indemnified Parties"), from and against any and all losses, liabilities, damages, costs (including, without limitation, court costs and costs of appeal) and expenses (including, without limitation, reasonable attorneys' fees and fees of expert consultants and witnesses) that such Desert Winds Indemnified Party incurs as a result of, or with respect to (i) any misrepresentation or breach of warranties or covenants by Ziply Fiber under this Agreement, (ii) any breach by Ziply Fiber of, or any failure by Ziply Fiber to perform, any covenant or agreement of, or required to be performed by, Ziply Fiber, under this Agreement, (iii) any claim made by a third party relating to, in connection with or arising out of the Conduit after the Effective Date of this Agreement unless the claim is related to, in connection with or arises out of the Desert Winds Parties' use, ownership, maintenance, operation, construction, or control of the Conduit; (iv) any taxes of any kind or nature whatsoever incurred relating to, in connection with or arising out of the Conduit after the Effective Date of this Agreement; (v) any claim made by a third party relating to, in connection with, or arising out of the Conduit prior to the Effective Date of this Agreement in connection with Ziply Fiber's use of the Conduit.

10. **No Admission of Liability**. This Agreement shall not be construed as an admission of wrongdoing, and the Parties expressly deny that they have committed any wrong as to the others. This Agreement, and the settlement provided for herein, shall not be admissible in any lawsuit, administrative action, or any judicial or administrative proceeding, if offered to show, demonstrate, evidence, or support a contention that any of the Parties acted illegally, improperly, or in breach of law, contract, or proper conduct.

11. **Entire Agreement.** This Agreement, along with any and all attachments and exhibits, contains the entire understanding between the Parties and supersedes any prior understandings or agreements between the Parties with respect to this subject matter. There are no other representations, agreements, arrangements, or understandings, verbal or written, between or among the Parties that relate to the subject matter of this Agreement. No amendment or modification to this Agreement or supplementation of this Agreement shall be valid and enforceable unless set forth in a writing executed by all Parties.

12. **Construction of the Agreement.** This Agreement has been arrived at after bargaining and negotiations with attorneys advising each party. The language of this Agreement is a product of the mutual effort of the Parties, and no party shall be considered the drafter of this Agreement for purposes of its construction and interpretation. This Agreement shall be construed fairly as to the Parties; it shall not be construed for or against any party on the basis or the extent to which that party participated in its preparation.

13. **Authority to Execute.** Each person who signs this Agreement represents and warrants that he or she has the right and authority to execute this Agreement on behalf of the party for whom he or she signs. The Parties each represent and warrant that no consent of any person or entity who is not a party to this Agreement is necessary in order for this Agreement to be fully and completely binding on the Parties and their successors and assigns.

14. **Successors and Assigns.** The provisions of this Agreement shall be binding upon and inure to the benefit of the respective Parties and their heirs, executors, administrators, agents, representatives, successors, assigns, licensees, affiliates, and related entities.

15. **Severability.** The provisions of the Agreement are severable, such that if any part of this Agreement is held to be invalid or unenforceable in a given context, it will not affect the validity and force of the remainder of the Agreement, which will be enforced to the fullest extent allowed by law.

16. **Counterparts.** The Parties may execute this Agreement in multiple counterparts, each of which will constitute an original Agreement. Signatures on faxed or electronically scanned copies will be deemed the same as original signatures.

17. **Voluntary Execution.** The Parties acknowledge that each has reviewed this Agreement in its entirety, and every part thereof, and that each party understands the Terms of this Agreement. The Parties further acknowledge that each has had the opportunity to consult with independent counsel about the Agreement to the extent the party desires.

18. **Governing Law.** This Agreement shall be construed and interpreted according to the laws of the State of Washington, without regard to their conflict of laws provisions. Each party irrevocably consents to exclusive jurisdiction and venue in the state and federal courts for King County, Washington with respect to any action, claim, or proceeding arising out of or in connection with this Agreement.

19. **Attorneys' Fees and Costs.** In the event of any dispute arising from this Agreement, including but not limited to any litigation to enforce this Agreement, the substantially prevailing or successful Party shall be entitled to payment, by the non-prevailing Party or Parties, of the substantially prevailing Party's reasonable attorneys' fees and costs of litigation, including, without limitation, any fees and costs incurred in enforcing any judgment obtained or on appeal.

20. Effective Date. This Agreement shall become effective upon signature of all Parties, and the Effective Date shall be the date of the last signature.

[Signature Page Follows]

WE, THE UNDERSIGNED, HAVE COMPLETELY READ THIS SETTLEMENT AGREEMENT AND FULLY UNDERSTAND AND VOLUNTARILY ACCEPT IT.

ZIPLY FIBER NORTHWEST, LLC D/B/A ZIPLY FIBER

____

By:
Title: ______________________________
Date: ______________________________

DESERT WINDS WIRELESS, LLC

____

By: Dustin DeCoria
Title: General Manager
Date: 06/10/2025

DUSTIN DECORIA

____

Dustin DeCoria

Date: 06/10/2025

WE, THE UNDERSIGNED, HAVE COMPLETELY READ THIS SETTLEMENT AGREEMENT AND FULLY UNDERSTAND AND VOLUNTARILY ACCEPT IT.

ZIPLY FIBER NORTHWEST, LLC D/B/A ZIPLY FIBER

By: GEORGE BAKER THOMSON, JR.
Title: VP, ASSOCIATE GENERAL COUNSEL
Date: 6/20/25

DESERT WINDS WIRELESS, LLC

By: Dustin DeCoria
Title: General Manager
Date: 06/10/2025

DUSTIN DECORIA

Dustin DeCoria

Date: 06/10/2025

EXHIBIT A

Bill of Sale, Assignment and Assumption Agreement

This BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "**Bill of Sale**") is made by and between Ziply Fiber Northwest, LLC d/b/a Ziply Fiber ("**Ziply Fiber**" or "**Buyer**") on the one hand, and Desert Winds Wireless, LLC ("**Desert Winds**") and Dustin DeCoria ("**DeCoria**") (collectively, "**Desert Winds Parties**" or "**Seller**") on the other hand. Each are individually referred to herein as Party and collectively referred to herein as the Parties.

WHEREAS, the Parties have entered into Settlement Agreement and Release of Claims, "**Settlement Agreement**"), pursuant to which Ziply Fiber has agreed, among other things, to purchase the Conduit, as defined and referenced in the Settlement Agreement, from the Desert Winds Parties; and

WHEREAS, pursuant to the Settlement Agreement, Desert Winds Parties has agreed to sell the Conduit to Ziply Fiber;

NOW, THEREFORE, in consideration of the mutual promises contained in the Settlement Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller and Buyer, and subject to the terms and conditions of the Settlement Agreement, the parties hereby agree as follows:

1. The Effective Date of this Bill of Sale shall be the Effective Date of the Settlement Agreement.

2. Upon the terms and subject to the conditions set forth in the Settlement Agreement, Seller hereby, effective as of the Effective Date of the Settlement Agreement, sells, grants, transfers, conveys, assigns and delivers to Buyer any and all rights, title and interest that Seller holds, or may hold, in, to and under the Conduit. The Conduit is sold in its current condition, as-is.

3. Upon the terms and subject to the conditions set forth in the Settlement Agreement, Buyer hereby, effective as of the Effective Date of the Settlement Agreement, accepts the sale, transfer, assignment, conveyance and delivery by Seller of any and all rights, title and interest that Seller holds, or may hold, in, to and under the Conduit, which such Conduit is acquired by Buyer, subject to the specific representations and warranties set forth in the Settlement Agreement.

4. This Bill of Sale shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein express or implied, shall give, or be construed to give, to any Person, other than the parties hereto and their permitted assigns, any right, remedies or claims under or with respect to this Bill of Sale or any provisions hereof. No Party may assign either this Bill of Sale or any of its rights, interests, or obligations hereunder without the prior written approval of the other Parties.

5. This Bill of Sale may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original but all of which together shall constitute one

and the same instrument. Delivery of an executed counterpart of a signature page of this Bill of Sale by facsimile transmission or by electronic transmission of a .pdf or other electronic file shall be as effective as delivery of a manually executed counterpart of this Bill of Sale.

6. Any term or provision of this Bill of Sale that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Bill of Sale so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated by the Settlement Agreement are fulfilled to the greatest extent possible.

7. From time to time, and without any further consideration or other payment, each of the parties hereto shall execute and deliver, or cause to be executed and delivered, such other instruments of sale, conveyance, assignment, transfer and delivery and execute and deliver, or cause to be executed and delivered, such other documents and take, or cause to be taken, such other actions as the other party hereto may reasonably request in order to consummate, complete and carry out the transactions contemplated by this Bill of Sale or the Settlement Agreement.

This Bill of Sale may be amended, restated, supplemented or otherwise modified, only by a written agreement duly executed by each party hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale to be executed by their respective duly authorized officers.

ZIPLY FIBER NORTHWEST, LLC D/B/A ZIPLY FIBER

____
By:
Title: __________________________
Date: __________________________

DESERT WINDS WIRELESS, LLC

____
By: Dustin DeCoria
Title: General Manager
Date: 06-10-2025

DUSTIN DECORIA

____

Dustin DeCoria

Date: 06-10-2025

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ZIPLY FIBER NORTHWEST, LLC D/B/A
ZIPLY FIBER

By: GEORGE BAKER THOMSON, JR.
Title: VP, ASSOCIATE GENERAL COUNSEL
Date: 6/20/25

DESERT WINDS WIRELESS, LLC

By: Dustin DeCoria
Title: General Manager
Date: 06-10-2025

4931-1087-7772, v. 1

Council Agenda Coversheet					
	Item Number:	5.a.	**Date:**	11/4/2025	**Category:** Other
	Item Type:	General Business Item			
	Subject:	Letter of Support: Banning Aerial Fireworks in West Richland			
	Department:	City Manager			

Recommendation

Staff recommends that Council express their support of an aerial fireworks ban in West Richland.

Motion for Consideration

Motion to approve the letter of support as presented and authorize Mayor Crawford's signature.

Summary

Of the three closest Benton County cities, West Richland is the only jurisdiction permitting the sale and use of aerial fireworks**.** Officers investigating the use of aerial fireworks in Kennewick often hear that the fireworks were legally purchased in West Richland and that Kennewick residents were unaware they were illegal within our city limits.

West Richland is currently starting conversations regarding a ban on aerial fireworks, making this a critical time to demonstrate our support for regional alignment**.** A regional approach offers significant advantages for our area. Unified regulations eliminate confusion among residents who live, work, and celebrate throughout the area, making it clear that aerial fireworks are not permitted in any of our municipalities. Consistent policies also allow for more effective public education campaigns, as all three cities can share resources and messaging to inform residents about fireworks safety and regulations. By voicing our support now, we can help facilitate a cohesive policy that enhances public safety, reduces enforcement challenges, and provides clear, consistent guidance to all residents in the region.

Alternatives

The alternative is to take no action.

Fiscal Impact

Attachments:

1. Letter

Leading the Way

November 4, 2025

Honorable Mayor and Members of the City Council
City of West Richland
3100 Belmont Blvd,
West Richland, WA 99353

RE: Support for Proposed Aerial Fireworks Ban

Dear Mayor and Council Members:

On behalf of the Kennewick City Council, I am writing to express our strong support for the City of West Richland's consideration of a ban on aerial fireworks within your municipal boundaries.
As neighboring communities within the Tri-Cities region, we share common concerns regarding public safety, fire risk, and the well-being of our residents. The City of Kennewick currently prohibits aerial fireworks within our jurisdiction, as does the City of Richland. West Richland's adoption of a similar ban would create consistent regulations across the three Benton County communities.

This regional consistency offers significant advantages for our area. Unified regulations eliminate confusion among residents who live, work, and celebrate throughout the area making it clear that aerial fireworks are not permitted in any of our municipalities. Consistent policies also allow for more effective public education campaigns, as all three cities can share resources and messaging to inform residents about fireworks safety and regulations.

The prohibition of aerial fireworks represents a proactive approach to community safety that balances celebration traditions with responsible risk management. Such measures help protect our region's natural landscapes during characteristically dry summers, and reduce the burden on emergency response resources during peak holiday periods

The Kennewick City Council commends your thoughtful consideration of this important public safety matter. Should you have questions or wish to discuss our experience with fireworks-related issues, please do not hesitate to reach out. We stand ready to support our neighboring community in this effort to enhance public safety for all Tri-Cities residents.

Sincerely,

Gretl Crawford
Mayor, City of Kennewick

Office of the Mayor

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